

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

Monday, February 3, 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>

	Pages
1. Land Acknowledgement	
I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.	
2. Adoption of Minutes	14 - 31
Mover Councillor L. Dufour Secunder Councillor S. Kinach Resolved that the Minutes of the Regular Council Meeting of January 13, 2025 be approved.	
3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
4. Declaration of Pecuniary Interest	
4.1 <i>Mayor M. Shoemaker – By-law 2025-13 (Official Plan Amendment) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West)</i>	
Applicant is a client of law firm.	
4.2 <i>Mayor M. Shoemaker – By-law 2025-14 (Zoning) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West)</i>	

Applicant is a client of law firm.

5. Approve Agenda as Presented

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the Agenda for February 3, 2025 City Council Meeting as presented be approved.

6. Presentations

6.1 2024 Medal of Merit

Connie Raynor-Elliott

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all the items listed under date February 3, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Annual Report of Integrity Commissioner 2024

32 - 34

A report of the Integrity Commissioner is attached for the information of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the 2024 Annual Report of the Integrity Commissioner be received as information.

7.2 Tax Sale Procedure Update and Delegated Authority

35 - 37

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

The relevant By-law 2025-22 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 Seasonal Security Services

38 - 39

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 3,

2025 concerning Seasonal Security Services as required by various City departments be received and that the services be awarded to North East Regional Security Services at the rates quoted, commencing March 1, 2025 for three years, with the option to extend up to two additional years by mutual agreement.

7.4 Fire Suppression Sprinkler System – Building “G” Public Works 40 - 41

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 3, 2025 concerning Fire Suppression Sprinkler System installation at City Works Centre, as required by Public Works and Engineering be received and that the project be awarded to S & T Electrical Contractors Limited in the amount of \$144,175.00 plus HST.

7.5 Bus Wash Replacement – Transit 42 - 44

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

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 3, 2025 concerning the supply and installation for Bus Wash Replacement as required by the Transit Division be received and that the tender be awarded to Garage Supply Contracting Inc. in the amount of \$539,223.58 plus HST, with funding reallocated from the Transit 2022 budget for transit hoists.

7.6 RFP – Independent Claims Adjusting Services 45 - 46

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

The relevant By-law 2025-7 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.7 Insurance Program Renewal – Policy Period 2025-2026 47 - 53

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

Mover Councillor L. Dufour

Secunder Councillor S. Spina

Resolved that the report of the Risk Manager dated February 3, 2025 concerning the Insurance Program Renewal – Policy Period 2025-2026 be received and that the Legal Department be authorized to bind coverage for the City in accordance with Intact’s Municipal Insurance Program Renewal

Documents which establishes the premium payable as \$2,026,962 plus applicable taxes.

7.8 Outside Agency Grant Agreements 2025 54 - 55

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

The relevant By-laws 2025-15, 2025-16, 2025-17 and 2025-18 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Green Shipping Corridor Funding Approval 56 - 58

A report of the Manager of Business Development is attached for the consideration of Council.

The relevant By-law 2025-23 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 Tourism Development Fund Applications – January 2025 59 - 63

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

Mover Councillor L. Dufour

Secunder Councillor M. Bruni

Resolved that the report of the Director of Tourism and Community Development dated February 3, 2025 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$51,400 as detailed below be approved:

- 2025 Indigenous Land Symposium (\$5,000);
- Ringette Ontario Provincial A Championships (\$20,000);
- Searchmont Ski Runners 2025 Season (\$6,000); and
- Sault Cycling Club Fat Bike Groomers (\$20,400).

7.11 Video Remote Interpreting Trial 64 - 66

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

The relevant By-law 2025-24 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Correspondence 67 - 67

Councillor Lisa Vezeau-Allen (leave of absence)

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 Traffic Lights

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas Council's goal is to have regular steady and smooth traffic flow; and

Whereas smooth continuous routes decrease aggressive driving, stunt driving and reduce idling emissions; and

Whereas traffic volumes are significantly lower during the late-night hours, particularly after 11 p.m., making the full operation of traditional traffic signals less necessary in certain locations;

Now Therefore Be It Resolved that staff be requested to report back to Council regarding a trial period for some traffic lights to switch over to flashing red and yellow lights between the hours of 11 p.m. and 5 a.m.

9.2 AMO Healthy Democracy Partnership

Mover Councillor A. Caputo

Seconder Councillor L. Dufour

Whereas the Healthy Democracy Project is a funded initiative by AMO meant to promote the value and importance of municipal governments across Ontario, while focusing on the importance of diversity of leadership and perspectives, and

Whereas AMO has identified \$1m for this project to help convene community partners in four municipalities, and support them to identify challenges, adapt and test solutions, and share knowledge to strengthen democratic

engagement across Ontario with 5 core goals:

- More local democratic and political engagement;
- Better appreciation for municipal government;
- Improved political civility and tone;
- Expand and diversify candidate pool;
- Increase voter turnout and voter diversity; and

Whereas Sault Ste. Marie was chosen as one of the four municipalities to participate in this project;

Now Therefore Be It Resolved that the City of Sault Ste Marie commits to supporting AMO's Healthy Democracy Project by having elected officials and staff work with the Healthy Democracy Project team at AMO to help identify local challenges and potential solutions;

Further Be It Resolved that the City of Sault Ste Marie conduct its own research into barriers to democracy, including but not limited to:

- Contacting current elected officials and staff to identify barriers to those working within these positions;
- Contacting former Councillors, Mayors and staff to identify barriers they may have faced;
- Contacting candidates who were not successful in their respective municipal elections to find their barriers, and whether or not they would consider running again;
- Contacting diverse communities within Sault Ste Marie to identify if folks in those communities would consider engaging in local politics and to what degree. Should they choose not to, pursue reasons why they would not;

Further that staff report back to Council on these findings, potential programs, solutions and interventions that could be implemented in conjunction with AMO assistance/funding.

9.2.1 Amended Motion

Mover Councillor A. Caputo

Seconder Councillor L. Dufour

Whereas the Healthy Democracy Project is a Board of Directors supported and funded initiative through to 2024, meant to promote the value and importance of municipal governments across Ontario, while focusing on the importance of diversity of leadership and perspectives; and

Whereas AMO, as one initiative known as the Local Democracy Accelerator within the Project, is working with 4 member municipalities to organize and convene community partners to identify challenges, adapt and test solutions, and share knowledge to strengthen democratic engagement across Ontario

with 5 core goals:

- More local democratic and political engagement
- Better appreciation for municipal government
- Improved political civility and tone
- Expand and diversify candidate pool
- Increase voter turnout and voter diversity

Whereas Sault Ste. Marie was chosen as one of the four Local Democracy Accelerator municipalities to participate in this project.

Now Therefore Be It Resolved that the City of Sault Ste Marie commits to supporting AMO's Healthy Democracy Project through the Local Democracy Accelerator by having elected officials and staff work with the Healthy Democracy Project team on this initiative AMO to help identify local challenges and potential solutions,

Further Be It Resolved that the City of Sault Ste Marie support its participation in the Local Democracy Accelerator through its own research into barriers to democracy, including, but not limited to:

- Contacting current elected officials and staff to identify barriers to those working within these positions;
- Contacting former Councillors, Mayors and staff to identify barriers they may have faced;
- Contacting candidates who were not successful in their respective municipal elections to find their barriers, and whether or not they would consider running again; and
- Contacting diverse communities within Sault Ste Marie to identify if folks in those communities would consider engaging in local politics and to what degree. Should they choose not to, pursue reasons why they would not;

And that staff be requested to report back to Council on these findings, potential programs, solutions and interventions that can be implemented in conjunction with AMO's support through the Healthy Democracy Project and the City of Sault Ste Marie's participation in the Local Democracy Accelerator initiative.

9.3 Sackville Road Extension

Mover Councillor R. Zagordo

Seconder Councillor A. Caputo

Whereas the City of Sault Ste. Marie approved the Sackville road extension as part of the City's five-year capital plan; and

Whereas the costs for the Sackville road extension are built into the capital

budget for 2025 and future years; and

Whereas the Province of Ontario recently approved a funding application to provide the City of Sault Ste. Marie with \$5 million in funding to pay some or all of the Sackville Road extension; and

Whereas the existing portion of Sackville Road is in a poor state of repair and does not have Class A services;

Now Therefore Be It Resolved that staff be requested to report to Council on whether the existing Sackville Road surface should be reconstructed in conjunction with the construction of the Sackville Road extension and if so, where such reconstruction could fit within the five-year capital plan.

9.4 US Tariff Response

Mover Councillor A. Caputo

Seconder Councillor C. Gardi

Whereas United States President Donald Trump has imposed 25% tariffs on Canadian goods as of February 1st; 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:

- 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.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that all By-laws under item 12 of the Agenda under date February 3, 2025 save and except By-laws 2025-13 and 2025-14 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 2025-6 (Agreement) 2 Diesel Bus Purchase Transit

68 - 116

Council Report was passed by Council resolution on January 13, 2025.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-6 being a by-law to authorize the execution of the Agreement with New Flyer Industries Canada ULC for the acquisition of two (2) twelve-metre diesel buses be passed in open Council this 3rd day of February, 2025.

12.1.2 By-law 2025-7 (Agreement) Sedgwick Canada Inc. Sedgwick Du Canada Inc.

117 - 192

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-7 being a by-law to to authorize the execution of the Agreement between the City and Sedgwick Canada Inc. Sedgwick Du Canada Inc. for independent claims adjusting services be passed in open Council this 3rd day of February, 2025.

12.1.3 By-law 2025-13 (Official Plan Amendment) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West)

193 - 195

Council Report was passed by Council resolution on January 13, 2025.

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-13 being a by-law to to adopt Amendment No. 257 to the Official Plan for the City of Sault Ste. Marie (Orlando Rosa for Second Line Properties Ltd. 550 Second Line East, Harvey West) be passed in open Council this 3rd day of February, 2025.

12.1.4 By-law 2025-14 (Zoning) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West) 196 - 198

Council Report was passed by Council resolution on January 13, 2025.

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-14 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 550 Second Line East (Orlando Rosa for Second Line Properties Ltd. 550 Second Line East, Harvey West) be passed in open Council this 3rd day of February, 2025.

12.1.5 By-law 2025-15 (Agreement) Bushplane Heritage Centre Grant 199 - 210

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-15 being a by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage be passed in open Council this 3rd day of February, 2025.

12.1.6 By-law 2025-16 (Agreement) The Art Gallery of Algoma Grant 211 - 221

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-16 being a by-law to authorize the execution of

the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors be passed in open Council this 3rd day of February, 2025.

12.1.7 By-law 2025-17 (Agreement) 49th Field Regiment Museum Grant 222 - 232

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-Law 2025-17 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area be passed in open Council this 3rd day of February, 2025.

12.1.8 By-law 2025-18 (Agreement) Soo Pee Wee Arena Grant 233 - 242

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-18 being a by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant in the amount of Twenty-Four Thousand Five Hundred and Nine (\$24,509) Dollars be passed in open Council this 3rd day of February, 2025.

12.1.9 By-law 2025-19 (Zoning) 690 Black Road (2640038 Ontario Inc. – Scott Wolowich) 243 - 245

Council Report was passed by Council resolution on January 13, 2025.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-19 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 690 Black Road (2640038 Ontario Inc. – Scott Wolowich) be passed in open Council this 3rd day of February, 2025.

12.1.10 By-law 2025-20 (Development Control) 690 Black Road (2640038 Ontario Inc. – Scott Wolowich) 246 - 248

Council Report was passed by Council resolution on January 13, 2025.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni
Resolved that By-law 2025-20 being a by-law to designate the lands located at 690 Black Road an area of site plan control (2640038 Ontario Inc. – Scott Wolowich) be passed in open Council this 3rd day of February, 2025.

12.1.11 By-law 2025-21 (Appointments to Local Boards) Municipal Heritage Committee 249 - 249

Passed by Council Resolution on January 13, 2025.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-21 being a by-law to amend By-law 2023-11 (being a by-law to appoint members to the Municipal Heritage Committee) be passed in open Council this 3rd day of February, 2025.

12.1.12 By-law 2025-22 (Agreement) Tax Arrears Extension 250 - 255

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-22 being a by-law to delegate the authority to adjust property taxes pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001* to the Treasurer, or her/his delegate; and to authorize the execution of Tax Arrears Extension Agreements pursuant to sections 378 of the *Municipal Act, 2001* to the Treasurer, or her/his delegate, and to delegate signing authority to execute same on behalf of the City of Sault Ste. Marie to the Treasurer or her/his delegate, be passed in open Council this 3rd day of February, 2025.

12.1.13 By-law 2025-23 (Agreement) Green Shipping Corridor Program (GSCP) 256 - 280

A report from the Manager Business Development is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-23 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Canada, as represented by the Minister of Transport for Green Shipping Corridor Program (GSCP) funding be passed in open Council this 3rd day of February, 2025.

12.1.14 By-law 2025-24 (Agreement) Canadian Hearing Services, Inc. Video Remote Interpreting Service 281 - 291

A report from the Accessibility Coordinator is on the Agenda.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that By-law 2025-24 being a by-law to authorize the execution of the Agreement between the City and Canadian Hearing Services, Inc. for the purpose of trialing Video Remote Interpreting service for American sign language interpretation at the Civic Centre be passed in open Council this 3rd day of February, 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 L. Dufour

Seconder Councillor S. Kinach

Resolved that this Council move into closed session to discuss one item concerning a proposed property acquisition;

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

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

14.1 Amended Motion

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that this Council move into closed session to discuss one item concerning a personal matter about an identifiable individual;

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

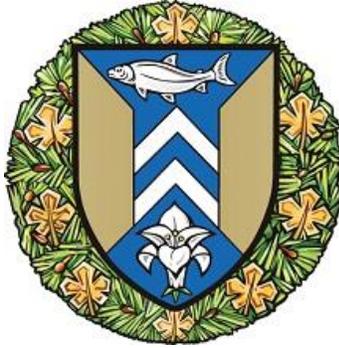
Municipal Act R.S.O. 2002 – section 239 (2)(b) personal matters about an identifiable individual

15. Adjournment

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, January 13, 2025

5:00 pm

Council Chambers and Video Conference

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

Officials: T. Vair, R. Tyczinski, K. Fields, P. Johnson, S. Hamilton Beach, S. Schell, B. Lamming, N. Ottolino, D. Perri, N. Maione, P. Tonazzo, C. Rumieli, F. Coccimiglio, T. Vecchio, M. Zuppa, K. Pulkkinen

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of December 2, 2024 and Budget Meeting of December 9, 2024 be approved.

Carried

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

4. Declaration of Pecuniary Interest

4.1 Mayor M. Shoemaker – A-14-24-Z.OP 550 Second Line East

Applicant is a client of law firm.

4.2 Mayor M. Shoemaker – By-law 2025-12 (Street Assumption) Connaught Avenue 1 Foot Reserve

Request of law firm

5. Approve Agenda as Presented

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the Agenda for January 13, 2025 City Council Meeting as presented be approved.

Carried

6. Presentations

6.1 We Respect Each Other Video

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that all the items listed under date January 13, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.

Carried

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Spina

Resolved that the rules of procedure be suspended to allow Sandra Collins to speak to Agenda item 7.3.

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

Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0
				Carried

7.1 Outstanding Council Resolutions

A list of outstanding Council resolutions was received by Council.

7.2 Municipal Codes of Conduct

Correspondence from the Minister of Municipal Affairs and Housing was received by Council.

7.3 Two Twelve-Metre Diesel Buses – Transit

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated January 13, 2025 concerning acquisition of two twelve-metre diesel buses be received and that the purchase from New Flyer at \$1,708,344.74 plus HST, with funding reallocated from the Transit 2022 budget from reduction of passenger vans be approved.

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

Carried

7.4 Extension of Downtown Security Patrol Services

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated January 13, 2025 concerning Downtown Security Patrols be received and that services with Norpro Security at hourly rate pricing, HST extra, be extended for a period of one year (2025).

Carried

7.5 Northern Ontario Development Program Contribution Agreement

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

The relevant By-law 2025-10 is listed under item 12 of the Minutes.

7.6 Housing Enabling Water Systems Fund – Transfer Payment Agreement

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

The relevant By-law 2025-9 is listed under item 12 of the Minutes.

7.7 Ronald A. Irwin Civic Centre – Seventh Floor

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that the report of the Director of Engineering dated January 13, 2025 concerning Ronald A. Irwin Civic Centre – Seventh Floor be received as information.

Carried

7.8 Lane Assumption, Closing and Conveyance – Cameron Subdivision

The report of the Solicitor was received by Council.

The relevant By-laws 2025-2 and 2025-3 are listed under item 12 of the Minutes.

7.9 Traffic By-law Updates 2025

The report of the Manager of Design and Transportation Engineering was received by Council.

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Design and Transportation Engineering, dated January 13, 2025 concerning Traffic By-law update be received and that the recommended amendments be approved.

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

Carried

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-13-24-Z 690 Black Road

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-13-24-Z 690 Black Road be received and that Council approve this application in the following manner:

Rezone the subject property from Rural Area (RA.S429) Zone with Special Exception 429 to Light Industrial (M1.S429) Zone, with an amended Special Exception 429 to repeal all existing provisions and replace them with the following new provision:

1. Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools.

And that the property be deemed subject to site plan control as per section 41 of the *Planning Act*;

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

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

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	11	0	0	0
				Carried

8.7.2 A-14-24-Z.OP 550 Second Line East

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

Councillor M. Scott assumed the chair as Acting Mayor

The report of the Junior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the report of the Junior Planner dated January 13, 2025 concerning A-14-24-Z.OP 550 Second Line East be received and that Council approve this application in the following manner:

1. Approve Official Plan Amendment No. 257 by way of a notwithstanding clause to permit up to 250m² of office space on the subject property, and;
2. Rezone the subject property from Medium Industrial (M2) Zone to Medium Industrial Zone with Special Exception (M2.S) to include, in addition to those uses permitted in an M2 Zone office uses up to 250m² in size.

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

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

Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	1	0
				Carried

Mayor Shoemaker resumed the chair.

8.8 Boards and Committees

8.8.1 Board and Committee Appointments 2025-2026

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

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the report of the Deputy City Clerk dated January 13, 2025 concerning Board and Committee Appointments 2025-2026 be received and that Council dissolve the Holiday Lighting/Hallowe'en Spirit Judging Committee and extend Anti-Hate Committee appointments until December 31, 2026.

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

8.8.2 Appointments to Boards and Committees (Members Appointed by Council)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all appointments under Agenda item 8.8.2 be approved as recommended;

Further that members of committees being extended continue until their successors are appointed.

Carried

8.8.2.1 Anti-Hate Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that Councillor A. Caputo, Councillor C. Gardi, Mayor M. Shoemaker (ex officio), Jeff Arbus, Saber Assi, Roohi Bedi, Pat Carter, Toyo Ibiyemi, Dave Mornix, Gunkaar Singh, Aaron Smith, Brendan Sutherland, and Amanda Zuke be appointed to the Anti-Hate Advisory Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.2.2 Committee of Revision – Local Improvements

Application deadline extended.

8.8.2.3 Community Development Award Committee

Application deadline extended.

8.8.2.4 Cultural Vitality Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Councillor S. Spina and community members Miranda Bouchard, Vanessa Ferlaino, Dustin Goodall, Donna Hilsinger, Sean Meades, Nilah Moss, Lee Rendell, and Brenna Tomas be appointed to the Cultural Vitality Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.2.5 Dangerous Dog Committee

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that Councillors M. Bruni, S. Kinach, and M. Scott be appointed to the Dangerous Dog Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.2.6 Emergency Management Planning Committee

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

Resolved that Mayor M. Shoemaker, Councillors C. Gardi and S. Hollingsworth be appointed to the Emergency Management Planning Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.2.7 Environmental Monitoring Committee

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

Resolved that Councillor S. Hollingsworth and community members Christopher March, Peter McLarty, David McLaughlin, and Tom Peer be appointed to the Environmental Monitoring Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.2.8 Fence Viewers Committee

Application deadline extended.

8.8.2.9 Historic Sites Board

Moved by: Councillor M. Scott
Seconded by: Councillor C. Gardi

Resolved that Councillor S. Hollingsworth and community members Heather Bot, Carol Caputo, Silvana Casola, David Conyers, Brittany Paat, Lamishia Siegart, Colin Tomchick, Jami van Haaften, and Sara Walker be appointed to the Historic Sites Board from January 13, 2025 to December 31, 2026.

Carried

8.8.2.10 Holiday Lighting/Hallowe'en Spirit Award Selection Committee

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

8.8.2.11 Municipal Heritage Committee

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that Councillor S. Spina and community members Hanna Ellis, Lise Joyal, Colin Tomchick, Jami van Haaften, Sarah Walker, and Alexander White be appointed to the Municipal Heritage Committee from January 13, 2025 to December 31, 2026.

A by-law will appear on a future Council Agenda.

Carried

8.8.2.12 Parks and Recreation Advisory Committee

Application deadline extended.

8.8.2.13 Property Standards Committee

Application deadline extended.

8.8.2.14 PUC Water Commission

Terms of reference are under review.

8.8.2.15 Tourism Board of Directors

Application deadline extended.

8.8.2.16 Walk of Fame Selection Committee

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

Resolved that Councillors L. Dufour, S. Kinach and M. Scott, and community members Vanessa Ferlaino and Halie Syrette be appointed to the Walk of Fame Selection Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.3 Appointments to Boards and Committees Which are not Boards or Committees of Council

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

Resolved that all appointments under Agenda item 8.8.3 be approved as recommended save and except Agenda items 8.8.3.3 and 8.8.3.8.

Carried

8.8.3.1 Algoma District Municipal Association

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

Resolved that Councillors C. Gardi and S. Hollingsworth, with Councillor M. Scott as alternate be appointed to the Algoma District Municipal Association from January 13, 2025 to December 31, 2026.

Carried

8.8.3.2 Algoma Public Health

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

Resolved that Councillor S. Spina, Sonia Tassone, and Natalie Zagordo be appointed to the Algoma Public Health Board from January 13, 2025 to December 31, 2026.

Carried

8.8.3.4 District of Sault Ste. Marie Social Services Administration Board

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

Resolved that Councillors A. Caputo, S. Spina, L. Vezeau-Allen, R. Zagordo and M. Bruni be appointed to the District of Sault Ste. Marie Social Services Administration Board from January 13, 2025 to December 31, 2026.

Carried

8.8.3.5 Celebrating International Friendship Committee Bridge Walk Committee

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor M. Scott

Resolved that Councillor R. Zagordo be appointed to the Celebrating International Friendship Committee Bridge Walk Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.3.6 Sault Ste. Marie Region Conservation Authority

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

Resolved that Councillors M. Bruni, C. Gardi, S. Hollingsworth, and R. Zagordo be appointed to the Sault Ste. Marie Conservation Authority Board from January 13, 2025 to December 31, 2026.

Carried

8.8.3.7 Source Protection Committee

Moved by: Councillor S. Spina

Seconded by: Councillor C. Gardi

Resolved that the Manager of Development and Environmental Engineering be appointed to the Source Protection Committee from January 13, 2025 to December 31, 2026.

Carried

8.8.3.3 Chamber of Commerce

Councillors S. Kinach and L. Vezeau-Allen indicated interest in serving.

A simultaneous recorded vote was held:

Kinach: Mayor Shoemaker, Councillors M. Bruni, S. Hollingsworth, Kinach, Zagordo

Vezeau-Allen: Councillors C. Gardi, L. Dufour, M. Scott, S. Spina, L. Vezeau-Allen

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that Councillor L. Vezeau-Allen be appointed to the Chamber of Commerce Board from January 13, 2025 to December 31, 2026.

Carried

8.8.3.8 Police Service Board

Councillors M. Bruni and A. Caputo indicated interest in this Board.

A simultaneous recorded vote was held.

Bruni: Mayor Shoemaker, Councillors M. Bruni, C. Gardi, S. Hollingsworth, S. Kinach, S. Scott

Caputo: Councillors A. Caputo, L. Dufour S. Spina, L. Vezeau-Allen, R. Zagordo

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that Mayor Shoemaker, Councillor M. Bruni, and community member Nuala Kenny be appointed to the Sault Ste. Marie Police Service Board.

Carried

8.8.4 Nominations to Boards and Committees which are not Boards or Committees of Council

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all appointments under Agenda item 8.8.4 be approved as recommended;

Carried

8.8.4.1 Museum Management Board

Moved by: Councillor S. Spina

Seconded by: Councillor M. Scott

Resolved that the Manager of Recreation and Culture or delegate be nominated to the Museum Management Board as resource (non-voting) member from January 13, 2025 to December 31, 2026.

Carried

8.8.4.2 St. Marys River Bi-national Public Advisory Committee

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that the Manager of Development and Environmental Engineering be nominated to the St. Marys River Bi-National Public Advisory Committee as a non-voting member from January 13, 2025 to December 31, 2026.

Carried

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

9.1 Residency Requirement Policy for New Department Heads

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

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

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

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

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

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi		X		
Councillor M. Scott	X			
Results	7	4	0	0

Carried

- 10. Committee of the Whole for the Purpose of Such Matters as are Referred to it by the Council by Resolution**
- 11. Adoption of Report of the Committee of the Whole**
- 12. Consideration and Passing of By-laws**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that all By-laws under item 12 of the Agenda under date January 13, 2025 save and except By-law 2025-12 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 2025-1 (Traffic) Amendments to Traffic By-law 77-200

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 13th day of January, 2025.

Carried

12.1.2 By-law 2025-2 (Street Assumption) Cameron Lane

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-2 being a by-law to assume for public use and establish as a public street Cameron Lane described as PIN 31541-0317 (LT) 20 FT LANE PL 310 ST. MARY'S AKA CAMERON LANE S OF HERRICK ST, EXCEPT PART 1 PLAN 1R13380; CITY OF SAULT STE. MARIE, Cameron Subdivision be passed in open Council this 13th day of January, 2025.

Carried

12.1.3 By-law 2025-4 (Official Plan Amendment) Sackville Road Extension

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-4 being a by-law to adopt Amendment No. 255 and Amendment No. 256 to the Official Plan for the City of Sault Ste. Marie (The Corporation of the City of Sault Ste. Marie, Sackville Road Extension) be passed in open Council this 13th day of January, 2025.

Carried

12.1.4 By-law 2025-5 (Taxes) Interim Tax Levies

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-5 being a by-law to provide for Interim Tax Levies be passed in open Council this 13th day of January, 2025.

Carried

12.1.5 By-law 2025-9 (Agreement) Housing-Enabling Water Systems Fund Improvements Peoples Road Sanitary Sewer

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-9 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Ontario as represented by the Minister of Infrastructure for the Housing-Enabling Water Systems Fund (HEWSF) for improvements to the Peoples Road Sanitary Sewer be passed in open Council this 13th day of January, 2025.

Carried

12.1.6 By-law 2025-10 (Agreement) Federal Funding Ermatinger Clergue National Historic Site

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2025-10 being a by-law to authorize the execution of the Contribution Agreement between the City and The Minister of Indigenous Services, referred to as Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario for funding to support the Ermatinger Clergue National Historic Site be passed in open Council this 13th day of January, 2025.

Carried

12.1.7 By-law 2025-11 (Agreement) Transit Union Local 1767

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2025-11 being a by-law to authorize the execution of the Agreement between the City and Amalgamated Transit Union (Local 1767) for the term commencing February 1, 2023 to January 31, 2027 be passed in open Council this 13th day of January, 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 2025-3 (Street Closing and Conveyance) Cameron Lane

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-law 2025-3 being a by-law to stop up, close and authorize the conveyance of Cameron Lane in the Cameron Subdivision, Plan 310 be read a FIRST and SECOND time and passed in open Council this 13th day of January, 2025.

Carried

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

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

12.1.8 By-law 2025-12 (Street Assumption) Connaught Avenue 1 Foot Reserve

Mayor M. Shoemaker declared a conflict on this item. (Request of law firm)

Councillor Scott assumed the chair as acting Mayor.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor C. Gardi

Resolved that By-Law 2025-12 being a by-law to assume for public use and establish as a public street that portion of Connaught Avenue described as PIN 31593-0044 (LT) PCL 9518 SEC AWS; BLK 35 PL M391 KORAH; SAULT STE. MARIE, Sharon Hill II Subdivision be passed in open Council this 13th day of January, 2025.

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

Councillor C. Gardi X

Councillor M. Scott X

Results 10 0 1 0

Carried

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

14. Closed Session

15. Adjournment

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

**Annual Report
of the
Integrity Commissioner
for
The Corporation of the City of Sault Ste. Marie**

(Covering the period from 1 January 2024 to 31 December 2024)

Prepared By: Antoinette Blunt, Ironside Consulting Services Inc.

Date Submitted: January 16, 2024



Table of Contents

Background	3
Request for Advice	3
Integrity Commissioner Investigation	3
Expenditures During Period and Total Since Appointment	3

Background

On May 1, 2018, the Council of the Corporation of the City of Sault Ste. Marie, appointed Antoinette Blunt, President, Ironside Consulting Services Inc. as the City's first Integrity Commissioner. The period of appointment was from May 1, 2018, until December 31, 2020. This appointment was extended by mutual agreement of the parties, on December 14, 2020, until March 31, 2023. This appointment was further extended by mutual agreement of the parties, on March 20, 2023, until July 31, 2023.

On May 1, 2023, responded to RFP, File: 2023CRP-CLK-01-P, for a five-year term, commencing August 1, 2023, and was the successful proponent. As such, the contract was extended until July 31, 2028.

This report represents the services provided from January 1, 2024, to December 31, 2024.

This report is being submitted in accordance with section 223.6 of the Municipal Act.

Request for Advice

A request for advice was made by Councillor Kinach, regarding potential violation provisions governing ethical behaviour. A report was provided to Council dated April 4, 2024. It is noted that there were two requests for information from members of the public during the year that were not deemed as advice.

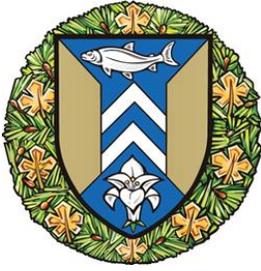
Integrity Commissioner Investigation

There was a request for investigation from a member of the public against Mayor Shoemaker and Councillor Vezeau-Allen for the same matter involving a potential violation of the Code of Conduct. The Integrity Commissioner determined a potential conflict of interest in the matter and as such, contracted the services of Mr. John Hart of Ritchie Ketcheson Hart & Biggart, to undertake this investigation. Mr. Hart. Mr. Hart presented a report of his investigation to Council on August 12, 2024.

Expenditures During Period and Total Since Appointment

The cost for services rendered for the period from January 1, 2024, to December 31, 2024, was \$8,422.74.

The total cost for services rendered since date of initial appointment in 2018 is \$21,899.00.



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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: Tax Sale Procedure Update and Delegated Authority

Purpose

The purpose of this report is to update Council on the process for the registration of tax arrears certificates, and to request the delegation of authority to enter into extension agreements after the registration of the tax arrears certificate and for other tax adjustments.

Background

The Municipal Act, 2001 sets out various sections regarding tax sales and tax write-offs. The sections below relate to this report.

Section 373(1) states that the municipality's Treasurer, unless otherwise directed by the municipality, may prepare and register a tax arrears certificate against the title to that land.

Section 378 provides that after registering a tax arrears certificate and before the expiry of one year following the date of registration, a municipality may authorize an extension agreement. Council may delegate their authority to enter into an extension agreement to extend the time before a tax sale occurs.

Section 357 allows the taxpayer, through an application to the Treasurer, to submit an application to cancel, reduce or refund all or part of the taxes levied on the the land in the year in respect of which the application is made as a result of a use change, damage to a property rendering it partially or totally unusable, or gross or manifest error that is clerical in nature.

Section 358 allows the taxpayer, through an application to the Treasurer, to appeal an assessment as supplied by the Municipal Property Assessment Corporation (MPAC) that they believe has been overcharged due to gross or manifest clerical error on the part of MPAC. They may appeal the current plus the prior two years in which the application is made.

Section 359 allows for appeals to increase taxes levied that are believed to be undercharged because of a gross or manifest error as confirmed by MPAC

Analysis

Historically, Council's approval has been sought to register all tax arrears certificates. Under section 373(1), the Treasurer can do this unless otherwise directed by the municipality. There is no direction to override the Treasurer's authority to register all tax arrears certificates.

Most properties with a registered tax arrears certificate are paid in full and never get to a tax sale position. Listing properties eligible for registration and seeking approval in a public meeting does not afford these taxpayers the privacy of their financial and personal circumstances. In addition, the list has been misconstrued as tax sale properties. This has led to many calls and emails requiring significant staff time. There have also been complaints from property owners on the list of individuals driving by and inspecting their property, sometimes even entering it.

Staff is advising Council that section 373(1) will be followed unless Council provides a direction otherwise. This will mitigate the concerns noted.

Staff is also requesting that Council delegate the authority to the Treasurer to enter into an extension agreement under section 378. By delegating the authority, staff will be able to work with property owners and expedite payment on tax arrears with the goal of stopping the tax sale process. It will also allow property owners some privacy regarding these matters.

The last extension agreement approved in an open Council meeting was in 2019. Though its use has been rare, staff anticipate a possible increase with the transition from a three-year arrears to a two-year arrears requirement for starting the tax sale process on January 1, 2025.

Staff also seek delegated authority to adjust property taxes under sections 357, 358, and 359. The delegation will enhance the timeliness of service delivery as taxpayers applying for the adjustments will no longer have to wait until a Council meeting to receive their adjustment. These sections are commonly delegated to staff in many municipalities. The delegation would be to the Treasurer or designate.

It should also be noted that current Council involvement in this process generally serves as a final step for staff recommendations, and typically, no adjustments are made to the recommendations. Staff are required to follow strict, legislated criteria for applications allowed under the Act. Calculations for any adjustments required are based on assessment changes provided by MPAC. There is little room for interpretation with the applications under these sections.

The requirement of the Act to hold meetings where applicants may make representations regarding the application can be satisfied by staff. Notification to applicants of the decision, responding to questions, and discussion of disagreements already occur with staff. Further, if the applicant's dispute with the decision cannot be resolved, the applicant still has a final avenue of appeal available through the Assessment Review Board.

Financial Implications

There are no financial impacts from the tax processes and delegations.

Strategic Plan / Policy Impact / Climate Impact

The delegation of authority on the various tax processes is directly related to Focus Area 4: Service Delivery, Customer Service as it provides timely resolutions of tax appeals and fair treatment of all taxpayers.

Recommendation

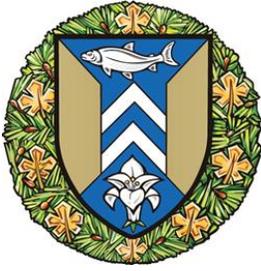
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated February 3, 2025 concerning tax sales procedure update and delegated authority be received as information.

The relevant By-law 2025-22 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Seasonal Security Services

Purpose

The purpose of this report is to obtain Council approval to award seasonal security services for the City of Sault Ste. Marie for a term of three years commencing March 1, 2025, with the option to extend for up to two additional years by mutual agreement. The services are to be provided at City parks, rinks, marina, waterfront, works centre, and landfill.

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on December 19, 2024.

Analysis

Proposals from 13 proponents were received prior to closing deadline:

- 247 Gard (1000830316 Ont. Inc.), Brampton, ON
- CNSS Canadian National Security Solutions Corp., Toronto, ON
- G Force Security Inc., Mississauga, ON
- Garda Canada Security Corp., Saint-Laurent, QC
- Interlinx Security Solutions, North York, ON
- KC Security Services, Sault Ste. Marie, ON
- Lion Guard Corp., Toronto, ON
- Norpro Security Ltd., Sault Ste. Marie, ON
- North East Regional Security Services Inc., Sault Ste. Marie, ON
- Pivot Security (2871958 Ontario Inc.), Toronto, ON
- RLP Security Services Ltd., Sault Ste. Marie, ON
- Security Guard Group Ltd., London, ON
- Xtreme Security, Scarborough, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from Community Development and Enterprise Services and Public Works Parks and Landfill divisions.

Seasonal Security Services

February 3, 2025

Page 2.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is North East Regional Security Services.

Financial Implications

Based on the estimated requirements for the required Seasonal Security Services, the costs for these services, as proposed by North East Regional Security Services, will be approximately \$270,000.00 plus HST for the first year.

Firm pricing schedules have been provided for the initial three years of the contract, plus the two additional years if extended.

Sufficient funds have been budgeted within various CDES and PWES operational accounts.

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 February 3, 2025, concerning Seasonal Security Services as required by various City Departments, be received and that the services be awarded to North East Regional Security Services at the rates quoted commencing March 1, 2025 for three years, with the option to extend up to two additional years by mutual agreement.

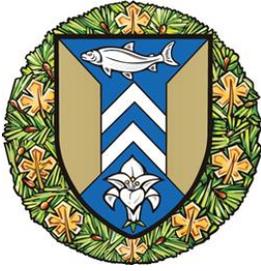
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Fire Suppression Sprinkler System – Building “G” Public Works

Purpose

The purpose of this report is to obtain Council approval to award the installation and commissioning of a Fire Suppression Sprinkler System in Building “G” City Works Centre, Sackville Road, as required by Public Works and Engineering.

Background

The quotation was publicly advertised through the bidding system, and notification was provided to all firms on the bidder's list. The quotations were opened after closing on October 2, 2024 within the e-bidding system.

Analysis

One response was received and thoroughly evaluated and reviewed with the Manager of Equipment and Building Maintenance, Public Works; which was deemed fair and equitable.

Financial Implications

The low quoted price, meeting specifications, submitted by S & T Electrical Contractors Ltd is \$146,713 including non-rebatable HST.

During 2024 and 2025 Budget deliberations, Council approved the allocation of \$175,000 for Building G – Sprinkler System.

This request can be accommodated within these funding allocations.

Strategic Plan / Policy Impact / Climate Impact

This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for upgrades of existing infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 3, 2025 concerning Fire Suppression Sprinkler System installation at City Works Centre,

Fire Suppression Sprinkler System – Building G Public Works

February 3, 2025

Page 2.

as required by Public Works and Engineering be received and that the project be awarded to S & T Electrical Contractors Limited in the amount of \$144,175.00 plus HST.

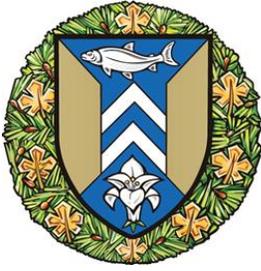
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Bus Wash Replacement – Transit

Purpose

The purpose of this report is to obtain Council approval to award installation and commissioning of the Bus Wash Replacement at the Transit Garage, 111 Huron Street, as required by the Transit Division.

Background

The tender was publicly advertised through the bidding system. Opening of the tenders took place after closing on December 11, 2024 within the e-bidding system.

Analysis

Submissions from four bidders were received prior to the closing deadline.

The tenders received have been thoroughly reviewed by a committee comprised of staff from the Transit Division of Community Development and Enterprise Services. The low tendered price, meeting specifications has been indicated on the summary attached.

Financial Implications

Garage Supply Contracting Inc. submitted pricing in the amount of \$548,714 including non-rebateable HST to complete the bus wash replacement including installation and commissioning.

During 2022 Budget deliberations Council approved the allocation of \$450,000 for this project. The shortfall of funds will be covered by reallocating the capital funds approved from the 2022 budget year for transit hoists of \$98,714.

The purchase amount can be accommodated within these funding sources. This project is approved under the Investing in Canada Infrastructure Program, with the City's share being 26.67% of the total cost, which equates to \$143,810.93 plus applicable HST.

Bus Wash Replacement – Transit

February 3, 2025

Page 2.

Strategic Plan / Policy Impact / Climate Impact

This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for upgrades of existing infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 3, 2025 concerning the supply and installation for Bus Wash Replacement as required by the Transit Division be received and that the tender be awarded to Garage Supply Contracting Inc. in the amount of \$539,223.58 plus HST, with funding reallocated from the Transit 2022 budget for transit hoists.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759-5298

k.marlow@cityssm.on.ca

**SUMMARY OF TENDERS
SUPPLY AND INSTALLATION OF BUS WASH**

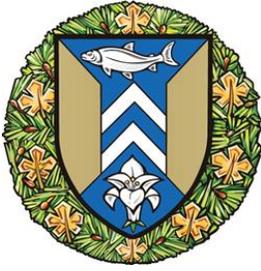
<u>Firm</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
Garage Supply Contracting Inc. Oro-Medonte, ON	\$539,223.58	Meets Specifications
S&T Electrical Contractors Limited Sault Ste. Marie, ON	\$710,827.00	Meets Specifications
Schutt Restoration Services (Thunder Bay) Ltd. Sudbury, Ontario	\$657,000.00	Does Not Meet Specifications
UCS Canada / InterClean Wash Equipment Lindsay, ON	\$750,000.00	Not Compliant

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

The total cost to the City will be \$548,714 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Garage Supply Contracting Inc., 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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: RFP Independent Claims Adjusting Services

Purpose

The purpose of this report is to obtain Council approval to award Independent Claims Adjusting Services for the City of Sault Ste. Marie for a term of three years commencing February 28, 2025, with an automatic extension for an additional two years (*unless notice of termination provided*), as required by the Risk Management Division of the Legal Department.

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on December 13, 2024.

Analysis

Proposals from three proponents were received prior to closing deadline:

- Sedgwick Claims Management Services, Inc., Mississauga, ON
- ClaimsPro LP, Toronto, ON
- Crawford & Company (Canada), Waterloo, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from Legal Department. It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Sedgwick Claims Management Services Inc. (Sedgwick). Sedgwick is the incumbent provider and has maintained quality delivery of services.

Financial Implications

The cost to provide these services varies based on the volume of activated claims. Sedgwick quoted \$125 per hour fixed rate for the initial term of three-years. This represents a nominal inflationary rate increase consistent with a slight increase in rates from previous terms.

Funding for the provision of this service has been budgeted within Insurance Operating Account.

RFP Independent Claims Adjusting Services

February 3, 2025

Page 2.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-7 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

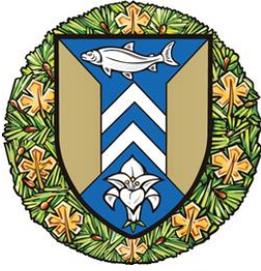
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

COUNCIL REPORT

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Shelley Olar, Risk Manager

DEPARTMENT: Legal Department

RE: Insurance Program Renewal – Policy Period 2025-2026

PURPOSE

The purpose of this report is to advise Council of the renewal particulars of the City's major insurance program with Intact Public Entities for the period February 28, 2025 to February 28, 2026.

Attached as Exhibit A is a copy of the Report to Council authored by the Assistant City Solicitor/Senior Litigation Counsel dated October 21, 2024 which recommended Council approve By-law 2024-156 which authorized a year extension to the General Insurance Services Agreement between The Corporation of the City of Sault Ste. Marie and Intact Public Entities Inc. Council thereafter passed By-law 2024-156.

BACKGROUND

In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the "Contract") to provide General Insurance Services and act as broker (collectively "Managing General Agent") to market and place the municipal insurance program for the City. The Contract had a three-year term that expired February 28, 2024. In April 2021, the Managing General Agent rebranded the company and are now known as Intact Public Entities Inc. ("Intact"), providing risk and claims management services to municipal, public administration and community service organizations across Canada.

The City reserved the right to extend the Contract on a yearly basis upon mutual agreement of the parties hereto and on completion of the term of the agreement. Staff recommended a one-year extension (Year 4) due to a continued difficult insurance market and also given that there were projects which had not yet been completed with Intact. Council approved the extension of the agreement in October 2023.

On October 21, 2024, By-law 2024-156 was passed, which authorized a further year extension to the term of the agreement with Intact Public Entities after they guaranteed a maximum premium increase of 5% for the period 2025-2026. Legal was to provide Council with this report that sets out the renewal particulars once received.

The City paid the following amounts (including applicable taxes) for General Insurance Services over the term of the agreement:

- First year of the Term - \$1,364,643
- Second year of the Term - \$1,536,038
- Third year of the Term - \$1,713,735
- Fourth year of the Term - \$1,870,663
- Over the period 2024-2025, the City added properties to the portfolio, which increased the premium to \$1,930,438

The pricing for all insurance coverage is set out in the renewal documents.

The City received renewal documents on January 10, 2025. Intact Public Entities honoured their maximum price increase of 5%, providing an increase of 4.9% which establishes the premium payable for the period February 28, 2025 to February 28, 2026 as \$2,026,962 (excluding taxes).

The favourable rate is the result of low claims, historical trends, consistent risk management practices and confidence in the City's operations through constant dialogue with our Insurer.

ANALYSIS

Intact has met its commitment to provide the City with a good insurance program for Year 5 of the term, specifically the period from February 28, 2025 to February 28, 2026. There are no changes to coverage terms of the insurance policies.

A difficult insurance market, that has lasted four years continues, with prices increasing across all lines of coverage, although for many lines of coverage, the increases are no longer hitting the same heights. The current insurance market is attributed mainly to the large catastrophic losses globally in the property insurance market during the past few years (hurricanes, wildfires, earthquakes, flooding). The impact of municipal claims driving premiums is unique to the municipal sector. Other factors that impact municipal insurance include the joint and several liability rule, class action lawsuits, more substantial damage awards and additional heads of damages being sought in lawsuits and social inflation, a trend of rising insurance costs over and above general economic inflation due to increased litigation costs, plaintiff-friendly judgments and higher jury awards caused by a shift in societal attitudes.

With respect to Intact's renewal documents for Year 5, the following analysis and comments are relevant to each of the four broad areas of coverage:

Liability

Increases in rates for liability are continuing to slowly trend downward. Municipal claims generally continue to increase in frequency and severity and insurers are continuing to tighten their underwriting standards.

The City's rate increase is slightly above that of last year, specifically this year's increase is 4%, while last year's increase was 3%.

Excess Liability

Excess liability insurance provides additional limits of insurance coverage over and above the limits of insurance provided by the primary or underlying insurance. The insurance program includes excess auto liability and excess liability.

The City's rate increase is below that of last year. This year's increase for excess auto liability is 0% and 0%, respectively, while last year's increases were 10% and 0%.

Property

Pricing of property insurance remains challenging. Declarations of value and related sums insured have come under scrutiny by underwriters.

Building values have been increased in order to reflect inflationary trends, and a 5% increase was applied to the City property assets. All insurers are now applying inflationary increases to building values every year.

The City's rate increase is above that of last year due to added properties to our portfolio, achieving an increase 19.15% as opposed to last year's increase of 13.15%.

Automobile (including Transit)

Moderate rate increases continue for automobile insurance. Claim costs have risen as the cost of replacement vehicles and vehicle parts remain accelerated as well as reduced or delayed availability.

The City's rate increase is below that of last year, achieving an 5.68% increase. Last year's increase was 11%.

Overall, Intact continues to provide the City with a good insurance program with no changes to the coverage provided by the Liability, Property and Auto policies as previously outlined in this report for Year 5. Intact has mentioned that looking forward, underwriters are keeping a watch on police and transit related coverages given claims, issues and losses in those areas. The City has had no issues in these areas; however, Intact has advised of increases elsewhere, which may impact matters in the future.

FINANCIAL IMPLICATIONS

Intact is proposing an annual premium for February 28, 2025 to February 28, 2026 to be \$2,026,962 (not including applicable taxes). This premium represents an increase of approximately 5% to the cost of the City's insurance, not including all City insurances, compared to the 2024 insurance premium increase of 7.11%. After adjusting for the corporate fiscal period (January 1, 2025 to December 31, 2025), inclusive of applicable taxes, the total cost for 2025 is \$2,113,880.

From these amounts, there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program. There will also be additional changes as assets are sold or purchased. The 2025 insurance cost can be accommodated within the corporate operating budget.

STRATEGIC PLAN / POLICY IMPACT

This is an operational issue and not part of the strategic plan.

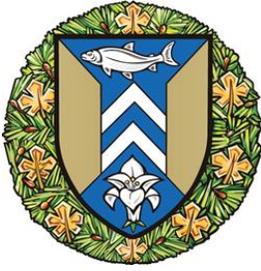
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Risk Manager dated February 3, 2025 concerning the Insurance Program Renewal – Policy Period 2025-2026 be received and that the Legal Department be authorized to bind coverage for the City in accordance with Intact's Municipal Insurance Program Renewal Documents which establishes the premium payable as \$2,026,962 plus applicable taxes.

Respectfully submitted,

Shelley Olar
Risk Manager



The Corporation of the
City of Sault Ste. Marie

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

October 21, 2024

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Exhibit A - General Insurance Services – Contract
Extension.docx

Purpose

This report is to seek Council’s approval to extend the General Insurance Services Renewal Agreement between the City and Intact Public Entities Inc. for an additional year.

Background

In February 2021, following a Request for Proposals, the City entered into a contract with Frank Cowan Company Ltd. (the “Contract”) to provide General Insurance Services and act as broker (collectively “Managing General Agent”) to market and place the municipal insurance program for the City. In April 2021, the Managing General Agent rebranded the company and are now known as Intact Public Entities Inc, (“IPE”) providing risk and claims management services to municipal, public administration and community service organizations across Canada.

The Contract has a three-year term that expired February 28, 2024. The City reserved the right to extend the agreement on a yearly basis upon mutual agreement of the Parties hereto and on completion of the Term of the agreement.

On October 10, 2023, Council passed By-law 2023-165 which authorized a one-year extension to the General Insurance Services Agreement between The Corporation of the City of Sault Ste. Marie and IPE.

IPE requested a meeting with City Legal Staff to discuss the 2025 Renewal. IPE advised that given the ongoing relationship with the City, the various industry affecting factors and the City’s excellent loss ratios, IPE is prepared to guarantee that the City’s premium for 2025 will be a maximum of five (5%) percent over the City’s current 2024 premium if we were to extend the Term for a further year. Further, all deductibles, coverages and exclusions will also remain the same.

Analysis

Legal states that IPE’s offer of a guaranteed maximum premium of 5% for 2025-2026 is rare to receive, and a testament to both the City’s excellent loss ratios and our long-term relationship. The following summary sets out the actual percentage the City’s insurance premium has increased over the previous year’s insurance premium:

2024-2025	7.11% increase
2023-2024	12.1% increase
2022-2023	13.6% increase
2021-2022	20.0% increase
2020-2021	35.7% increase

Staff is recommending the one-year extension as opposed to going to RFP at this time, given the low guaranteed maximum rate, we continue in a difficult insurance market and insurance costs/prices typically increase across all lines of coverage. Both catastrophic and economic events through out the world can have an effect on pricing, capacity in the market and profitability. Many of these events, such as inflation; supply chain issues; severe weather events; wildfires which cause significant losses, are not within municipal control but affect an insurers’ book of business.

IPE has met its commitment to provide the City with a good insurance program for the period of this agreement and they are committed to providing the City the same service and coverage in the future. They also provide value added services that allows the City to gain the most from our insurance program.

Insurance providers prefer working with municipalities who intend to build long-term relationships and are committed to enhancing their risk management program. Maintaining relationships with insurers is beneficial to the City as they are familiar with our risk profile and can better provide assistance with mitigating risk. It also provides smooth continuity of service without having to transition to another provider where there is risk of gaps in insurance coverage and service interruptions.

Municipal insurance is considered to be a high-risk class of business for many carriers as municipalities are considered uniquely challenging to insure due to their complexity and size. Municipalities provide a wide range of services, have sizable property schedules and operate unique vehicles which require different rate filings. Municipalities that are responsible for transit and police services are considered in an upper tier as these responsibilities broaden the risk profile of the municipality. The municipal insurance market is limited making insurance procurement challenging. Underwriters have become more stringent and are asking for more

detailed information and asking far more questions during the RFP process, with the result of receiving fewer proposals.

Finance also supports a further one-year extension, with an RFP to follow next fall for the 2026 Renewal for the same reasons as set out herein. Purchasing has noted that most municipalities enter into at least a five (5) year agreement with possible extensions for insurance services and therefore also supports the extension requested.

Financial Implications

If the recommendation is accepted, the cost for the policy period of February 28, 2025 to February 28, 2026 will be five (5%) percent over the City's current 2024 premium. IPE shall provide coverage terms and the formal Renewal Proposal in January 2025 as in past years. Finance has confirmed that the 2025 Preliminary Budget will reflect the renewal cost as set out herein.

Strategic Plan / Policy Impact / Climate Impact

This is an operational issue and not part of the strategic plan.

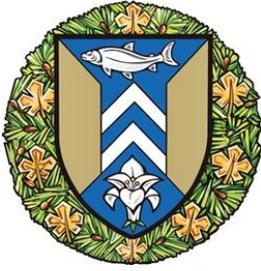
Recommendation

It is therefore recommended that Council take the following action:

By-law 2024-156 which authorizes a year extension to the General Insurance Services Agreement between The Corporation of the City of Sault Ste. Marie and Intact Public Entities Inc. appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
 AUTHOR: Nicole Maione, Director of Community Services
 DEPARTMENT: Community Development and Enterprise Services
 RE: Outside Agency Grant Agreements 2025

Purpose

The purpose of this report is to obtain approval of outside agency grant agreements for 2025.

Background

Funding for the outside agency grants was approved in the 2025 Operating Budget on December 9, 2024. The annual funding agreement identifies the activities and/or services eligible for funding, payment schedule, and reporting requirements.

Analysis

The list of outside agencies with annual funding agreements is provided below. In 2021, several new reporting requirements were added to each agreement as a condition of funding. Reporting metrics for each organization for 2024 can be found under Schedule C of each agreement under the related by-law located elsewhere on the agenda. Staff met with each organization to review the reporting metrics and updates were made to provide a clear picture of visitation and programming.

Organization	Funding Amount Requested – 2025
Soo Arena Association (Peewee)	Tax rebate is estimated at \$24,509 an increase of 3.68% from 2024.
The Art Gallery of Algoma	Funding approved in 2025 is \$328,550 an increase of 30,000 from 2024.
The Ontario Bushplane Heritage and Forest Fire Educational Centre	Funding approved in 2025 is \$205,000, an increase of \$30,000 from 2024.
Sault Ste. Marie Museum (Sault Ste. Marie & 49th Field Regiment R.C.A. Historical Society)	Funding approved in 2025 is \$290,000 an increase of \$30,000 from 2024.

Outside Agency Grant Agreements 2025

February 3, 2025

Page 2.

Financial Implications

Funding for the outside agency grants has been approved in the 2025 Operating Budget

Strategic Plan / Policy Impact / Climate Impact

The outside agency grant agreements align with the Corporate Strategic Plan Values of Accountability and Transparency.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-laws 2025-15, 2025-16, 2025-17, 2025-18 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

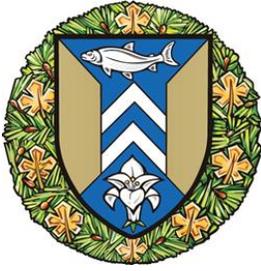
Respectfully submitted,

Nicole Maione

Director of Community Services

705.759.5264

n.maione@cityssm.on.ca



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

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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Graham Atkinson, Manager of Business Development
DEPARTMENT: Community Development and Enterprise Services
RE: Green Shipping Corridor Funding Approval

Purpose

The purpose of this report is to inform and seek Council approval of the funding agreement for the Green Shipping Corridor Program (GSCP).

Background

On April 8, 2024, Council approved the following resolution:

Resolved that the report of the Manager of Business Development dated April 8, 2024 concerning Community Development Fund, Economic Development stream application for Port Development – Senior Coordinator be received and that Council approve the request for funding in the amount of \$66,150 per year for a period of three years totalling \$198,450.

Staff had proposed that the total project cost for the three years would be \$793,800. The Sault Ste. Marie Economic Development Corporation (SSMEDC) consented to contribute \$198,450 and it was also proposed that the City contribute the same amount. These planning-focused funds would be leveraged, with staff identifying potential support through Transport Canada’s Green Shipping Corridor Program, to which a request for \$396,900 was submitted.

The City was notified that it was successful in this funding application. These funds are specifically dedicated to the planning project phase, as detailed in the proposal. Other funding and support pathways will be sought during the construction/development phase of the project.

The GSCP offers funding for projects that facilitate the development of green shipping corridors and the reduction of marine sector carbon emissions across the Great Lakes, the St. Lawrence Seaway, and Canada’s East and West Coasts by:

- Removing barriers hindering the adoption of emission-reducing equipment and infrastructure

- Encouraging partnerships and investments led by the industry to speed up the adoption of greenhouse gas (GHG) emission-reducing technologies and infrastructure
- Mitigating investment risks to elevate the technology readiness level of low-carbon and zero-emission maritime technologies and fuels for the domestic fleet
- Enhancing the capability of Canadian vessel owners/operators to identify, plan, and implement next-generation low-carbon and zero-emission maritime technologies and fuels within their operations

Analysis

Upon receipt of the GSCP funds, the Economic Development Department will undertake the following project-related activities:

- **License to Develop:** Establish a working group with stakeholders including the City of Sault Ste. Marie, Algoma Steel, and other relevant parties;
- **Demand Study:** Conduct an updated market and marine activity demand analysis, refreshing insights from past studies by KPMG (2011) and the Port of Antwerp (2015);
- **Technical Assessment:** Execute multidisciplinary studies to assess nautical, infrastructural, logistical, and operational dimensions;
- **Removing Barriers:** Promote the adoption of innovative equipment and infrastructure to enhance economic, social, and environmental opportunities;
- **Incentivizing Partnerships:** Foster industry-led collaborations and investments to accelerate the development and utilization of improved port facilities;
- **De-risking Investments:** Mitigate investment risks to advance the technological readiness level of innovative port and marine transportation technology;
- **Building Capacity:** Strengthen the capability of Canadian vessel owners/operators to integrate cutting-edge ship technology into operations;
- **Governance Model:** Develop a robust governance structure outlining roles and responsibilities for port development, management, and operations;
- **Port Development Plan:** Prepare a comprehensive and actionable plan and roadmap for the proposed port development project.

Financial Implications

The estimated total funding requirement for the three-year project is \$793,800. With the GSCP approval, Transport Canada will provide \$396,900, complemented by \$198,450 each from the City and the SSMEDC, in alignment with prior Council approvals (April 8, 2024). These funds are specifically dedicated to the planning project phase, as detailed in the proposal. Other funding and support pathways will be sought during the construction/development phase of the project.

Strategic Plan / Policy Impact / Climate Impact

This initiative supports the Strategic Focus Area of Community Development by augmenting economic development opportunities and aligns with the City of Sault Ste. Marie's environmental commitments.

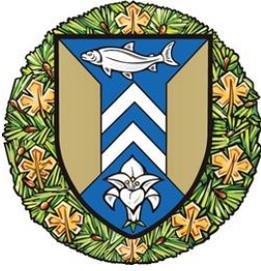
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-23 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
705.759.5928
g.atkinson@cityssm.on.ca



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

COUNCIL REPORT

February 3, 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 – January 2025

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, 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 Sault Ste. Marie.

Upon receipt of a TDF application, tourism staff review it for eligibility and assessment criteria and recommends it to the Tourism Sault Ste. Marie Board of Directors. The Tourism Sault Ste. Marie's Board of Directors further evaluates the applications and recommends to City Council the 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 then claims them through the Tourism Development Fund after the event is completed.

At the Tourism Sault Ste. Marie Board of Directors meeting held on November 26, 2024, three applications were reviewed with the following recommendations:

1. 2025 Indigenous Land Symposium (\$5,000)
2. Ringette Ontario Provincial 'A' Championships (\$20,000)
3. Searchmont Ski Runners 2025 Season (\$6,000)

At the Tourism Sault Ste. Marie Board of Directors meeting held January 21, 2025, the following application was reviewed with the following recommendations:

1. Sault Cycling Club \$20,400

2025 Indigenous Lands Symposium

Background

This will be the third year for the in-person Indigenous Lands Symposium, with the previous two years being held in Timmins and Chapleau. The event is a 5-day symposium that has outgrown the capacity of the previous venues, and organizers are looking to move the event to a larger venue in Sault Ste. Marie. The symposium catalyzes Indigenous and Non-Indigenous partners to embrace sovereignty, innovation, collaboration, and the culture within sustainable forestry. The event for the past two years has brought together over 100 Indigenous practitioners representing over 20 First Nations across Northern Ontario to discuss important land management issues, share ideas, and generally network.

Participants/ Visitation Projections

Local: 31

Regional: 96

Ontario: 81

Canada: 50

USA: 2

Economic Impact

133 Out of town visitors x 5 days x \$150 per person/per day = \$99,750

In recognition of the significant positive impact the 2025 Indigenous Lands Symposium will have on the local tourism industry, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Indigenous Land Symposium and that a report be submitted to City Council for consideration and approval.

Ringette Ontario Provincial 'A' Championships

Sault Ste. Marie was selected in a competitive bid process to host the 2025 Ringette Ontario Provincial 'A' Championships, awarded by Ringette Ontario. Having demonstrated a successful 2024 North East Regional Championship event

in 2024, the local Sault Ringette Club applied to host the Provincial tournament in 2025. It has been 20+ years since Sault Ste. Marie hosted a Provincial championship event with Ringette Ontario. The host community is selected based on set criteria as outlined by Ringette Ontario. With the addition of the new Northern Community Centre twin pad and the previous history of hosting tournaments, the Sault Ringette Club demonstrated that Sault Ste. Marie is an excellent location to host this prestigious tournament. The tournament will see upwards of 40 A-level out-of-town teams from across the province competing over four days in March 2025.

Participants/ Visitation Projections

Local: (one team competing, estimated 500+ spectators and volunteers)

Regional: 163 (spectators)

Ontario: 2260 (700+ players + families, coaches and team staff)

Canada: 0

USA: 0

Economic Impact

2260 out of town visitors x 5 days x \$150 per person/ per day = \$1,695,000

In recognition of the positive impact the 2025 Provincial A Ringette Championships will have on the local tourism industry, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$20,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2025 Ringette Ontario Provincial “A” Championships and that a report be submitted to City Council for consideration and approval.

Searchmont Ski Runners 2025 Event Season

The Searchmont Ski Runners are scheduled to host three major alpine races during the 2025 season. The Mealey Classic in January, followed by the U16 OCUP Provincials and the Honda Cup in March. These races range from 3-5 days each, resulting in a total of 10 race dates, along with up to 7 additional training days before the events. The Searchmont Ski Runners (SSR) are committed to hosting high-quality Alpine ski races in Ontario, with a long-term goal of establishing must-attend events in Ontario’s Ski Racing Calendar.

Participants/ Visitation Projections

Local: 529

Regional: 85

Ontario: 976

Canada: 0

USA: 0

Economic Impact

550 out of town visitors x 11 days (total race days combined) x \$150 = \$907,500

In recognition of the positive impact the 2025 Searchmont Ski Runners Event season will have, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$6,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Searchmont Ski Runners 2025 race season and that a report be submitted to City Council for consideration and approval.

Sault Cycling Club Fat Bike Groomers

The Sault Cycling Club (the Club) is requesting support from the Sault Ste. Marie Tourism Development Fund to purchase two Tinger Dog grooming machines that would allow for the expansion of the winter trail network and ensure that there is sufficient grooming equipment available to maintain the current network.

With Sault Ste. Marie's northern location and abundant snowfall make our region uniquely positioned to lead in fat biking tourism. With over 45 km of groomed trail, the Sault Cycling Club manages one of Ontario's most extensive trail networks, and with additional grooming equipment, this will grow to over 65 km. This network, in addition to those maintained by Hiawatha Highlands and Crimson Ridge, positions Sault Ste. Marie as having the largest winter fat biking network in Eastern Canada, rivaling gold-standard destinations like Marquette, Michigan. The network is a critical infrastructure component for winter tourism, as it supports tourism-related events such as the Beaver Freezer Marathon and Frozen Toe Fat Bike race, as well as numerous travelers to the region.

Current equipment constraints compromise the Club's ability to maintain the high-quality trail conditions needed to capitalize on the sport's growing popularity. The limited grooming equipment the club has available increases the risk of prolonged gaps in grooming, whether it be as a result of equipment breakdown or due to the time required to groom the full length of the network.

These issues compromise trail reliability, event quality, and visitor satisfaction. Investment in two new Tinger Dog groomers will mitigate these challenges and ensure that the Club continues to deliver high-quality grooming essential for a world-class visitor experience.

The total price for two Tinger Dog groomers is \$20,400 inclusive of tax and delivery.

In recognition of the positive tourism impact of the winter fat bike network, the Board of Tourism Sault Ste. Marie passed the following resolution:

Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$20,400 through the Tourism Development Fund- Product Development Stream to support the Sault Cycling Club purchase of two Tinger Dogs winter fat bike groomers and 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 \$365,703 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 impacts associated with this request.

Recommendation

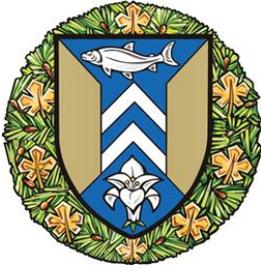
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated February 3, 2025 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$51,400 as detailed below be approved:

1. 2025 Indigenous Land Symposium (\$5,000);
2. Ringette Ontario Provincial A Championships (\$20,000);
3. Searchmont Ski Runners 2025 Season (\$6,000);
4. Sault Cycling Club Fat Bike Groomers (\$20,400).

Respectfully submitted,

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



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

February 3, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Diane Morrell, Accessibility Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Video Remote Interpreting Trial

Purpose

The purpose of this report is to seek Council approval to enter into a one-year contract with Canadian Hearing Services for the purpose of trialing Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre.

The trial is for one year, and if the service is successfully used by the community, Accessibility will follow the procurement process, and a Request for Proposal will be issued for future service provision.

Background

On November 29, 2021, Council approved the Multi-Year Accessibility Plan 2022-2025, which includes an annual financial commitment of \$5,000 for implementing Video Remote Interpretation (VRI) through the Canadian Hearing Services.

Text Net was a service the City provided to communicate with the Deaf Community for many years; however, the service was not used, and a new service for communication with Deaf people is VRI for in-person interactions.

During COVID 19, many services were paused, and VRI was one of them. VRI service resumed in the spring of 2024.

Analysis

In accordance with the Integrated Accessibility Standards Regulation, the City is required to 'provide accessible formats and communication supports, upon request.

People who are Deaf communicate using American Sign Language (ASL) or Les Signes de Quebecoise (LSQ).

VRI provides on-demand ASL and LSQ for in-person customer interactions and will be introduced at the Ronald A. Irwin Civic Centre lobby customer service area.

The equipment is portable and self-contained and can be used anywhere in the Civic Centre for either short or long communication support.

If the trial VRI service has been successfully used by the community, Accessibility will follow the Procurement Policy, and an RFP will be issued for future service provision.

Further consideration will be given to expanding VRI in other customer service areas in the Corporation.

The contract has been reviewed and approved by the Legal Department.

Financial Implications

The following equipment for VRI has already been purchased:

1. Cost for equipment to provide the service - 1,835.46.
2. Cost for cellular data to provide the service - \$11.00/month

Cost for VRI service is \$600 per year, plus \$6/minute ASL/LSQ interpretation, with a minimum billable use of 2 minutes.

The Multi-Year Accessibility Plan has an annual budget of \$5,000 to cover the cost of the service.

Strategic Plan / Policy Impact / Climate Impact

The topic of this report is linked to the Strategic Plan, Community Development (Social Equity), Quality of Life (Welcoming) and Service Delivery (Eliminate Barriers).

This service will provide communication support for an equitable customer service experience at the Ronald A. Irwin Civic Centre for customers who are Deaf and communicate with American Sign Language (ASL) or Les Signes de Quebecoise (LSQ).

VRI service also aligns with the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and the Corporations Accessibility Policy respecting the four Core Principals of:

- Dignity
- Independence
- Integration
- Equality of Opportunity

Video Remote Interpreting Trial

February 3, 2025

Page 3.

The climate change impact has implications on end-of-life electronics, and the appropriate channels for the disposal of e-waste will be followed as per community waste management offerings, at that time.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated February 03, 2025, be received and that Council approve entering into a one-year contract with Canadian Hearing Services for a trial of on-demand Video Remote Interpreting.

The relevant By-law 2025-24 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Diane Morrell

Accessibility Coordinator

705.941.7310

d.morrell@cityssm.on.ca

Lisa Vezeau-Allen

[REDACTED]
[REDACTED]

January 31, 2025

The Corporation of the City of Sault Ste Marie
99 Foster Drive
Sault Ste Marie ON P6A 5X6

Leave of Absence

Dear Mayor and City Clerk,

Please be advised as of today, January 31, 2025 I am requesting a leave of absence until February 28, 2025 due to my running in the provincial election.

Thank you,
Lisa Vezeau-Allen

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-6

AGREEMENT: A by-law to authorize the execution of the Agreement with New Flyer Industries Canada ULC for the acquisition of two (2) twelve-metre diesel buses.

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 January 29, 2024 with New Flyer Industries Canada ULC, a copy of which is attached as Schedule "A" hereto. This Agreement is for the acquisition of two (2) twelve-metre diesel buses.

2. **SCHEDULE "A"**

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

3. **ATTACHMENT**

Due to the high volume of pages, Schedule "A" may be viewed electronically.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Purchase Agreement

Schedule E to the Master Agreement

THIS PURCHASE AGREEMENT for the Supply and Delivery of twelve (12) Meter Diesel Transit Buses

(with options for 12m Hybrid, 18m Diesel and 18m CNG)

effective as of the

January 29, 2024

(the "Effective Date")

BETWEEN:

The Corporation of the City of Sault Ste. Marie

(the "Purchaser")

- and -

New Flyer Industries Canada ULC

(the "Vendor")

In consideration of their respective agreements set out below and subject to the terms of the Master Agreement between Metrolinx and New Flyer Industries Canada ULC, dated January 29, 2024 referencing RFP-2023-PROC-450, the Parties covenant and agree to the terms as contained in this Purchase Agreement.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Table of Contents

1.0 Interpretation 3

2.0 Performance By Vendor 5

3.0 Purchaser Responsibilities..... 9

4.0 Health and Safety 9

5.0 Financial Terms 9

6.0 Right of Ownership and Use..... 9

7.0 Insurance 12

8.0 Changes..... 12

9.0 Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights 14

10.0 Representations, Warranties and Covenants of the Vendor 22

11.0 Indemnity 25

12.0 Limitations on Liability 27

13.0 Termination 28

14.0 Master Agreement..... 31

15.0 Delivery, Acceptance and Title..... 31

16.0 Delays 34

17.0 Liquidated Damages..... 35

18.0 Materials and Workmanship 37

Schedule A – Definitions 39

Schedule B – Financial Terms 41

Schedule C – Deliverables 45

Schedule D - Price 46

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

General Conditions of this Purchase Agreement

1.0 Interpretation

1.1 Definitions

- (a) Capitalized terms used in this Purchase Agreement shall have the respective meanings ascribed thereto in Schedule A - Definitions.

1.2 Time of the Essence

- (a) Time is of the essence in the performance of a Party's respective obligations under this Purchase Agreement. Extension, waiver or variation of any provision of this Purchase Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

- (a) All prices and sums of money and all payments made under this Purchase Agreement shall be in Canadian dollars.

1.4 Units of Measure

- (a) All dimensions, quantities, performance specifications, calibrations and other quantitative elements used in this Purchase Agreement shall be expressed in the International System of Units (SI), except where otherwise indicated.

1.5 Language

- (a) All communication between the Purchaser and the Vendor and between the Vendor and each of the Subvendors with regard to the Work shall be in the English language.

1.6 Vendor Acknowledgement

- (a) The Vendor and Purchaser acknowledge and agree that Metrolinx and its Successors shall not be liable or responsible to either the Vendor or the Purchaser for any matter arising under this Purchase Agreement or through the provision of the Deliverables and, without limiting the generality of the foregoing, the Vendor and Purchaser acknowledge and agree that Metrolinx and its Successors will not be liable or responsible for any payment or other obligation relating to the purchase of the Buses or other Work or Deliverables provided under this Purchase Agreement, which obligations remain the sole and exclusive obligation of the Purchaser. The Purchaser agrees that this provision is for the benefit of Metrolinx and that Metrolinx is a third-party beneficiary of this provision and consequently, Metrolinx has the right to enforce this provision as if it was a party to this Purchase Agreement.

1.7 References

- (a) Each reference to a statute in this Purchase Agreement is deemed to be a reference to that statute and to the regulations made under that statute, all as amended or re-enacted from time to time. Following any and all changes to Applicable Laws, the Vendor shall perform the Work in accordance with

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

the terms of this Purchase Agreement, including in compliance with Applicable Laws.

- (b) Unless specified otherwise, a reference in this Purchase Agreement to an agreement, document or Standard (including, for avoidance of doubt, this Purchase Agreement and any Ministry or Metrolinx safety standard) at any time refers (subject to all relevant Approvals) to that agreement, document or Standard as amended, supplemented, restated, substituted, replaced, notated or assigned at such time.
- (c) Any provision establishing a higher standard of safety, reliability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service.
- (d) Each reference, whether express or implied, to a Standard of any technical organization or authority is deemed to be a reference, to that Standard as amended, supplemented, restated, substituted or replaced.
- (e) Unless otherwise defined herein, words or abbreviations which have well-known trade meanings are used herein in accordance with those meanings.
- (f) In this Purchase Agreement, “including” means including without limitation, and the terms “include”, “includes”, and “included” have similar meanings.
- (g) In this Purchase Agreement, "herein", "hereby", "hereof", "hereto" and "hereunder" and words of similar import refer to this Purchase Agreement as a whole and not to any particular portion of it.
- (h) Each reference to an Article or Section within this Purchase Agreement or Schedules shall refer to that Article or Section number in this Purchase Agreement or the Schedule in which the reference occurs unless otherwise specified.
- (i) The headings in this Purchase Agreement are for convenience of reference only and in no manner modify, interpret or construe this Purchase Agreement.
- (j) In this Purchase Agreement words in the singular include the plural and vice-versa and words in one (1) gender include all genders.

1.8 Time

- (a) For purposes of this Purchase Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 4:00 p.m. (Eastern Standard Time or Eastern daylight time, as the case may be) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall be deemed to end at 4:00 p.m. (Eastern Standard Time or Eastern daylight time, as the case may be) on the next Business Day.
- (b) Unless otherwise specified, references to time of day or date mean the local time or date in Toronto, Ontario. When any period of time is referred to in this Purchase Agreement by days between two dates, it will be calculated by excluding the first and including the last day of such period.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (c) If any action is required by this Purchase Agreement to be taken on or by a day which is not a Business Day, such action shall be valid if taken on or by the next succeeding Business Day.
- (d) Unless otherwise specified, references to “day” shall mean calendar day.

1.9 Schedules

- (a) The Schedules to this Purchase Agreement form a part of this Purchase Agreement and are as follows:
 - (i) Schedule A - Definitions
 - (ii) Schedule B - Financial Terms
 - (iii) Schedule C – Deliverables
 - (iv) Schedule D - Price

1.10 Order of Precedence

- (a) In the event of discrepancies, inconsistencies or ambiguities of the wording of the documents noted in the Table of Contents, the wording of the document that first appears in the Table of Contents shall prevail over the wording of a document subsequently appearing in the Table of Contents.
- (b) In the event of a conflict or inconsistency in any provisions in the Contract for the purposes of this Purchase Agreement alone: (a) the main body of this Purchase Agreement shall govern over the Schedules to this Purchase Agreement; (b) subject to the last sentence in Section 2.3(c) (Purchase Agreements) of the Master Agreement, the Master Agreement (including its Schedules) shall govern over this Purchase Agreement.

2.0 Performance By Vendor

2.1 Vendor Representative

- (a) The Vendor shall assign a Vendor Representative who will direct the provision of the Work. During the Term, the Vendor Representative will maintain ongoing contact with the Purchaser to ensure that issues are dealt with in an efficient, effective and timely manner. The Vendor Representative shall be the primary point of contact for the Purchaser for significant issues including commercial issues and Disputes and shall have overall responsibility for coordinating the performance of the Vendor obligations under this Purchase Agreement.
- (b) The Vendor’s representative for purposes of this Purchase Agreement shall be:
 - Name: Adrian Graca
 - Title: Business Segment Director
 - Email: Adrian_graca@newflyer.com
 - Telephone: 204-470-5521
- (c) The Vendor acknowledges and agrees that the Vendor’s representative named above has authority to legally bind the Vendor.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

2.2 Purchaser Representative

- (a) The Purchaser Representative is the individual who represents the Purchaser under this Purchase Agreement and is responsible for communicating with the Vendor regarding any issues with respect to Deliverables and, for greater certainty, as of the Effective Date, and until the Vendor receives notification for the Purchaser that there has been a change in representative, such representative shall be:

Name: Nicole Maione
Title: Director of Community Services
Email: n.maione@cityssm.on.ca
Telephone: 705-759-5264

- (b) The Purchaser Representative will represent the Purchaser until such time as all Buses have been accepted by the Purchaser. The Purchaser Representative's responsibilities include:
- (i) being the one-window point of contact for the Vendor;
 - (ii) exchanging information between the Vendor and Purchaser;
 - (iii) identifying any issues related to the performance of the Deliverables in respect of this Purchase Agreement;
 - (iv) coordinating approval of "equivalent" requests as per Section 18.3 (Equivalent Materials and Equipment).

2.3 Notification by Vendor

- (a) During the Term, the Vendor shall advise the Purchaser and Metrolinx promptly of
- (i) any contradictions, discrepancies or errors found or noted in this Purchase Agreement;
 - (ii) supplementary details, instructions or directions that do not correspond with those contained in this Purchase Agreement;
 - (iii) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with this Purchase Agreement and Applicable Laws; and
 - (iv) any warranty information, product recall information or safety or security information related to a Deliverable or a component part of a Deliverable.

2.4 Condonation Not a Waiver

- (a) Any failure by the Purchaser to insist in one or more instances upon strict performance by the Vendor of any of the terms or conditions of this Purchase Agreement shall not be construed as a waiver by the Purchaser or Metrolinx of its right to require strict performance of any such terms or conditions, and the obligations of the Vendor with respect to such performance shall continue in full force and effect.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

2.5 No Subcontracting or Assignment

- (a) The Vendor shall not subcontract or assign the whole or any part of this Purchase Agreement or any monies due under it without the prior written consent (a) with respect to the Master Agreement or the Contract as a whole, of Metrolinx; and (b) with respect to this Purchase Agreement, of the Purchaser. Such consent shall be in the sole discretion of Metrolinx and/or the Purchaser respectively, as, and may be subject to the terms and conditions that may be imposed by Metrolinx and/or the Purchaser. Without limiting the generality of the conditions which Metrolinx and/or the Purchaser may require prior to consenting to the Vendor use of a Subvendor, every Contract entered into by the Vendor with a Subvendor shall adopt all of the terms and conditions of this Purchase Agreement as far as applicable to those parts of the Deliverables provided by the Subvendor. Nothing contained in this Purchase Agreement, nor any consent granted under this paragraph, shall create a contractual relationship between any Subvendor or its employees and Metrolinx or the Purchaser.

2.6 Notice

- (a) Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, e-mail or other electronic means and shall be addressed to, respectively, the Purchaser's Address to the attention of the Purchaser's Representative, to the Metrolinx Address to the attention of the Metrolinx Representative and to the Vendor Address to the attention of the Vendor Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, seven (7) calendar days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is delivered. In the event of a postal disruption, notices must be given by personal delivery, email or other electronic means. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph. The Parties may amend their respective addresses by providing to the other at least fourteen (14) calendar days written notice of such change in compliance with the terms of this Section 2.6 (Notice).

2.7 Duty to Disclose Change of Control

- (a) Except for any internal reorganization activities, such as mergers or intercompany changes, wherein the Contract is held by a party with as good or better financial position as the Vendor, in the event that the Vendor undergoes a change in control, either de facto or de jure, the Vendor shall immediately disclose such change in control to the Purchaser and shall comply with any terms and conditions subsequently prescribed by the Purchaser resulting from the disclosure.

2.8 Conflict of Interest Acknowledgement and Agreement

- (a) For the purposes of this Purchase Agreement, a "Conflict of Interest" includes any situation or circumstances where, in relation to the performance

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

of its contractual obligations in this Purchase Agreement, the Vendor's other commitments, relationships or financial interests:

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- (b) The Vendor acknowledges that participation (directly or indirectly) in any procurement process arising from or related to this Purchase Agreement (the "Prohibited Procurements") would constitute a Conflict of Interest with this Purchase Agreement, and the Vendor agrees that it shall not, and shall take reasonable steps (including obtaining covenants substantially similar to those set out in this Section 2.8 (Conflict of Interest Acknowledgement and Agreement)) to ensure that its Subvendors do not participate in or be involved with such Prohibited Procurements either directly or indirectly, including as a bidder or as a Subvendor, subcontractor or advisor to any bidder.
- (c) The Vendor shall:
- (i) avoid any Conflict of Interest in the performance of its contractual obligations;
 - (ii) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations to both the Project Officer and the relevant Purchaser; and
 - (iii) comply with any requirements prescribed by Metrolinx or the Purchaser to resolve any Conflict of Interest.
- (d) In addition to all other contractual rights or rights available at law or in equity, the Purchaser shall have the right to immediately terminate this Purchase Agreement, by giving notice in writing to the Vendor, where:
- (i) the Vendor fails to disclose an actual or potential Conflict of Interest;
 - (ii) the Vendor fails to comply with any requirements prescribed by the Purchaser and/or Metrolinx to resolve a Conflict of Interest; or
 - (iii) the Vendor's Conflict of Interest cannot be resolved.
- (e) This Section shall survive any termination or expiry of this Purchase Agreement.

2.9 Exclusivity and Work Volumes

- (a) The Vendor acknowledges that it is providing the Deliverables on an exclusive basis for Buses ordered during the Base Year, and during the Option Year as applicable, where the Purchaser and/or Metrolinx has exercised the Option to purchase on an exclusive basis. The Purchaser makes no representation regarding the volume of Deliverables and Work to

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

be ordered under this Purchase Agreement in the Base or Option Year, if exercised.

3.0 Purchaser Responsibilities

3.1 Purchaser Responsibilities

- (a) The Purchaser will be responsible for administering this Purchase Agreement.
- (b) The Purchaser shall:
 - (i) inspect each Bus upon delivery and prior to issuing an acceptance certificate;
 - (ii) receive invoices sent by the Vendor and shall be responsible for ensuring payment;
- (c) Deal directly with the Vendor with respect to any post-delivery issues specific to this Purchase Agreement including warranty and other repair issues. The Purchaser consents to the release of its usage information by the Vendor to Metrolinx in the Base Year, Option Year, if exercised, or a further extension of the Term of the Master Agreement.
- (d) If there are multiple separate purchases for Buses by a Purchaser, the Vendor and Purchaser shall execute at least one Purchase Agreement. Any subsequent purchases may be through another Purchase Agreement or purchase order and such purchase order shall be attached as a subsequent Schedule to the original Purchase Agreement.

4.0 Health and Safety

- 4.1 All health and safety terms applicable to this Purchase Agreement and the Work are set out in Article 3.0 (Health and Safety) of the Master Agreement and the Vendor shall comply with all such terms.

5.0 Financial Terms

- 5.1 All financial and payment terms applicable to this Purchase Agreement and the Work are set out in Schedule B - Financial Terms.

6.0 Right of Ownership and Use

6.1 Purchaser Intellectual Property

- (a) The Vendor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Purchaser to the Vendor shall remain the sole property of the Purchaser at all times.

6.2 No Use of Purchaser Insignia

- (a) The Vendor shall not use any insignia or logo of the Purchaser except where required to provide the Deliverables, and only if it has received the prior written permission of the Purchaser to do so.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- 6.3 Vendor Representation and Warranty Regarding Third-Party Intellectual Property
- (a) The Vendor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any third-party Intellectual Property rights. The Vendor further represents and warrants that it has obtained assurances with respect to any Vendor Intellectual Property and third-party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.
- 6.4 Purchaser May Prescribe Further Compliance
- (a) The Purchaser reserves the right to prescribe the specific manner in which the Vendor shall perform their obligations relating to this Article 6 (Right of Ownership and Use).
- 6.5 Survival
- (a) The obligations contained in this Article 6 (Right of Ownership and Use) shall survive the termination or expiry of this Purchase Agreement.
- 6.6 Ownership of Purchaser IP
- (a) Unless otherwise expressly agreed, the Purchaser is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all of the following Intellectual Property (collectively, the “**Purchaser IP**”):
- (i) all Purchaser Materials;
 - (ii) all Deliverables;
 - (iii) all reports and other information created, generated, output or displayed by the Deliverables or as a result of the performance of receipt of the Work; and
 - (iv) all modifications or enhancements made to the items listed in Sections 6.6(a)(i) to (iii) hereof.
- (b) All right, title and interest, including all Intellectual Property Rights, in Purchaser IP will vest in the Purchaser, following creation.
- (c) The Vendor will acquire no rights to any Purchaser IP other than the licence rights expressly granted in Section 6.8 (Grant of Licences by the Purchaser to Vendor).
- (d) The Vendor:
- (i) hereby assigns and transfers to the Purchaser; and
 - (ii) agrees (to the extent required in the future) to assign and transfer to the Purchaser, as and when created, all right, title and interest, including Intellectual Property Rights, throughout the world in and to all Purchaser IP (to the extent any right, title, interest or Intellectual Property Right in Purchaser IP does not automatically and immediately vest in the Purchaser).

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (e) The Vendor shall obtain from each an assignment of any rights they have to the Purchaser IP and a waiver, for the benefit of the Purchaser and its respective Successors, assigns, licensees and contractors, of their respective moral rights (and any similar rights to the extent that such rights exist and may be waived in each and any jurisdiction throughout the world) in and to the Purchaser IP. The Vendor shall provide copies of such documentation to the Purchaser upon request.
- (f) The Purchaser agrees that prior to providing any Deliverables to a third party, the Purchaser shall obtain from such third party a “non-reliance” letter addressed to the Vendor in which such third party will agree that (i) any Deliverable that is provided, or made available, to it was prepared for the sole benefit of the Purchaser and is not be relied upon by it and (ii) the Vendor accepts no responsibility or liability in respect of any advice, recommendations or other information contained in any such Deliverable. The Purchaser shall provide any such non-reliance letter to the Vendor promptly after its receipt.
- (g) For certainty, the Vendor shall not be precluded from independently developing for itself, or for others, materials which are competitive with the Deliverables, irrespective of their similarity to the Deliverables and the Vendor shall be free to use, without restriction, any Vendor Intellectual Property and its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or acquired in the course of providing the Work, so long as the Vendor does not disclose or use any Confidential Information, work product or proprietary information without the Purchaser’s express written consent.
- (h) Nothing in this Purchase Agreement shall prevent the Vendor from providing similar Work to other parties.

6.7 Ownership of Vendor Intellectual Property

- (a) The Vendor is and will be the exclusive owner of, and shall retain all right, title and interest (including Intellectual Property Rights) in and to all Vendor Intellectual Property.
- (b) The Purchaser will acquire no rights to the Vendor Intellectual Property other than the licence rights expressly granted in Section 6.9 (Grant of Licences by the Vendor to the Purchaser) or otherwise under or in respect of this Purchase Agreement.

6.8 Grant of Licences by the Purchaser to Vendor

- (a) The Purchaser grants to the Vendor, during the Term, a non-exclusive, non-transferable, royalty-free right and licence to:
 - (i) access, use, copy, support, maintain and, to the extent reasonably necessary to provide the Work, modify, the Purchaser IP solely for the purposes of fulfilling the Vendor’s obligations under this Purchase Agreement; and

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

(ii) sublicense the Purchaser IP to Subvendors solely to the extent necessary to enable such Subvendors to fulfill the Vendor’s obligations under this Purchase Agreement.

(b) Any exercise by the Vendor of the rights granted pursuant to Section 6.3(a) (Vendor Representation and Warranty Regarding Third-Party Intellectual Property) shall be subject to the terms and conditions of this Purchase Agreement, including always the Vendor’s obligations with respect to Confidential Information set out in Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights).

(c) If the Vendor desires to use the Purchaser IP other than as permitted under clause (a) hereof, such use must be set out in a separate license agreement (such licence to require the approval of the Purchaser, which may be withheld at the Purchaser’s discretion).

6.9 Grant of Licences by the Vendor to the Purchaser

(a) The Vendor grants to the Purchaser a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, non-exclusive right and licence to access, use, copy, support, maintain, distribute or otherwise exploit any Vendor Intellectual Property that is integrated with, embedded in, forms part of or is otherwise required to access, use, copy, support, maintain, distribute or otherwise exploit any Purchaser IP; provided, however, that the foregoing licence does not permit the Purchaser to use the Vendor Intellectual Property in its standalone form or for any purpose other than as part of or in conjunction with the Purchaser IP it is associated with.

(b) If the Vendor integrates with or embeds in any Deliverables any Intellectual Property provided by a third party Vendor, subcontractor, independent contractor, Subvendor or other Person, the Vendor shall obtain for the Purchaser the same license rights for the Purchaser in respect of such third party Intellectual Property as set forth in Section 6.9(a) (Grant of Licences by the Vendor the Purchaser) hereof.

7.0 Insurance

7.1 Insurance Requirements

(a) The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of this Purchaser Agreement, the policies of insurance set forth in Schedule C – Insurance of the Master Agreement, which policies will be in a form and with an insurer or insurers acceptable to Metrolinx. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer and copies of the policies must be delivered to Metrolinx and the Purchaser prior to the commencement of the Work.

8.0 Changes

8.1 Vendor to Comply with Reasonable Change Requests

(a) The Purchaser may request changes, in writing, to this Purchase Agreement, which may include altering, adding to, or deleting any of the Deliverables.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

The Vendor shall comply with all reasonable Purchaser change requests and the performance of such requests shall be in accordance with the terms and conditions of this Purchase Agreement. If the Vendor is unable to comply with the change request, it shall promptly notify the Purchaser and Metrolinx and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties to this Purchase Agreement.

- (b) If the Vendor is of the reasonable opinion that it is necessary for reasons beyond the Vendor's control to alter, deduct from, add to or omit any part of the Deliverables to accomplish the result intended by this Purchase Agreement, it shall provide written notice of this requirement and details of same to the Purchaser. The Purchaser may in its sole discretion determine whether or not to accept such proposed change and such change request shall not be effective until a written agreement reflecting the change has been executed by the Parties to this Purchase Agreement. Subject to Section 8.2 (Change Management Process), in no event will any such change result in an increase to the Price.

8.2 Change Management Process

- (a) Where a Purchaser change request revises the scope of the previously contemplated Deliverables, the Purchaser shall set out, in its change request, the contemplated changes. The Vendor shall:
 - (i) include reasonable market pricing for the particular type of goods or services contemplated in the change request and the Vendor shall not unreasonably refuse to provide those goods or services. The Purchaser may request the Vendor to substantiate the pricing provided for engineering, materials, and labour through such documentation and other supporting information as it reasonably requires. The Vendor shall provide such documentation to the Purchaser within five (5) Business Days of receipt of any such request;
 - (ii) identify the full engineering costs that shall be adjusted when requests are used on subsequent purchases as non-reoccurring costs;
 - (iii) negotiate the Price with the Purchaser within a reasonable period of time; or
 - (iv) if the Purchaser identifies that certain components may be supplied by the Purchaser (i.e. customer supplied components), in lieu of those provided by the Vendor, the Vendor shall design and install such items at a reasonable market price, and shall provide documentation demonstrating that such pricing is at market value and commercially reasonable. The Purchaser may request the Vendor to substantiate the pricing provided for engineering, materials, and labour, and to identify the full engineering costs that shall be adjusted when requests are used on subsequent purchases as non-reoccurring costs;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

8.3 Rights and Remedies and Vendor Obligations Not Limited to Purchase Agreement

- (a) The express rights and remedies of the Purchaser and obligations of the Vendor set out in this Purchase Agreement are in addition to and shall not limit any other rights and remedies available to the Purchaser or any other obligations of the Vendor at law or in equity.

8.4 Price Adjustments Due to Regulation and/or Statutory Changes

- (a) If the Vendor is of the opinion that at any time after the execution of this Purchase Agreement or after the commencement of this Purchase Agreement, the Prices have to be adjusted as a result of any change in Applicable Laws or regulations occurring subsequent to this Purchase Agreement Effective Date, it shall forward to Metrolinx and the Purchaser written notice of the rationale for the change (including a description of the law requiring the change), the nature of the change, the timing and required Price adjustment. These Price adjustments shall be treated by the Parties as the new Prices, subject to written approval of Metrolinx and the Purchaser, acting reasonably.

8.5 Obsolete Components

- (a) If the Vendor is unable to offer a component due to obsolesce a replacement, of equal value, must be identified and shared with the Purchaser at no additional cost or delay to delivery.

8.6 Set Off

- (a) The Purchaser shall have the right to satisfy any amount from time to time owing by it to the Vendor under the Contract by way of a set-off against any amount from time to time owing by the Vendor to the Purchaser under the Contract, including but not limited to any amount owing to the Purchaser pursuant to the Vendor's indemnification of the Purchaser in this Contract.

9.0 Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights

9.1 Confidential Information

- (a) The Vendor shall keep all Confidential Information confidential. Without limiting the generality of the foregoing, the Vendor shall:
 - (i) not disclose, reveal, publish, or disseminate any Confidential Information to anyone, except as permitted pursuant to this Purchase Agreement;
 - (ii) use Confidential Information only in connection with this Purchase Agreement and the performance of the Work;
 - (iii) take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Confidential Information;
 - (iv) not copy, reproduce in any form or store the Confidential Information in a retrieval system or database, without the prior written consent of

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

the Purchaser, and, in respect of any Confidential Information about any third-party, the written consent of such third-party; and

- (v) immediately notify the Purchaser in the event that it becomes aware of any unauthorized disclosure of Confidential Information.
- (vi) return all Confidential Information to the Purchaser before the termination or expiry of the Term, with no copy or portion kept by the Vendor.

9.2 Restrictions on Copying

- (a) The Vendor shall not copy any Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Vendor, the Vendor must reproduce all notices which appear on the original.

9.3 Permitted Disclosure

- (a) Notwithstanding the obligations set out in Section 9.1 (Confidential Information), the Vendor may disclose the Purchaser's Confidential Information to those of its Subvendors and Vendor's Personnel who need to know such Confidential Information in connection with this Purchase Agreement, and to third party service providers who need to know such Confidential Information for regulatory compliance purposes, provided that such persons are subject to obligations of confidentiality substantially similar to those contained in this Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights).

9.4 Exceptions

- (a) The obligations of confidentiality set out in Section 9.1 (Confidential Information) shall not apply to Confidential Information which:
 - (i) becomes generally available to the public through no fault of the Vendor;
 - (ii) prior to receipt from the Purchaser, was known to the Vendor on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Vendor;
 - (iii) was independently developed by the Vendor prior to receipt from the Purchaser, as documented by written records possessed by the Vendor; or
 - (iv) becomes available to the Vendor on a non-confidential basis from a source other than the Purchaser that is not under other obligations of confidence.
- (b) If the Vendor or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any Confidential Information, the Vendor will provide the Purchaser and/or Metrolinx with prompt notice to that effect in order to allow the Purchaser and/or Metrolinx to seek one (1) or more protective orders or other

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

appropriate remedies to prevent or limit such disclosure, and it shall cooperate with the Purchaser and/or Metrolinx) and their legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Vendor will disclose only that portion of Confidential Information which the Vendor are legally compelled to disclose, only to such Person or Persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Purchaser and/or Metrolinx) that such Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Purchase Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such Confidential Information subject to those terms and conditions.

- (c) Without limiting the generality of Section (a) and notwithstanding Section (b), the Parties acknowledge and agree that the treatment and disclosure of Confidential Information shall in all cases be subject to the requirements of MFIPPA.

9.5 Security Measures

- (a) The Vendor shall select, implement (prior to the commencement of the Work), use and maintain the most appropriate products, tools, measures and procedures to ensure the security of all Confidential Information, as determined with reference to and generally in compliance with Applicable Laws, Industry Standards, and the security requirements specified in Appendix A – Technical Specifications and best practices, or as otherwise prescribed by the Purchaser during the Term. Without limiting the generality of the foregoing, such practices shall include:
 - (i) privacy due diligence safeguards; and
 - (ii) physical and electronic security measures and confidentiality enhancing technologies to guard against unauthorized disclosures, access and use, such as firewalls, encryption, the use of user identification and passwords, software or other automated systems to control and track the addition and deletion of users, and software or other automated systems to control and track user access to areas and features of information systems.
- (b) For greater certainty, the Purchaser reserves the right to prescribe the specific manner in which Vendor shall perform its obligations relating to this Section 9.5 (Security Measures).

9.6 Return or Destruction of Confidential Information

- (a) Immediately upon expiration or termination of this Purchase Agreement or at any other time upon the request of the Purchaser, and subject to Section 9.10 (Audit Rights), the Vendor agrees to:
 - (i) promptly return all Confidential Information (other than the Contract Records) to the Purchaser; or

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (ii) promptly delete or destroy the Confidential Information (other than the Contract Records) and all copies thereof in any form whatsoever under its power or control and provide the Purchaser with a destruction certificate signed by an appropriate officer of the Vendor certifying such destruction.
- (b) Notwithstanding the foregoing, the Vendor shall have no obligation to return or destroy:
 - (i) Confidential Information that is captured and retained within the Vendor's routine computer systems backup processes, provided that (a) no specific effort is made to retrieve such archived Confidential Information for purposes that would violate the confidentiality obligations under this Purchase Agreement and (b) the confidentiality obligations of under this Purchase Agreement shall continue to apply to such archived Confidential Information for so long as such information is retained; and
 - (ii) working papers or other documentation which it is required to retain pursuant to Applicable Law or any rules of professional conduct applicable to the Vendor or the Vendor Personnel.

9.7 MFIPPA and Personal Information

- (a) The Purchaser and the Vendor acknowledge and agree the collection, use, retention and disclosure of Personal Information is governed by MFIPPA. Metrolinx acknowledges that the Vendor may also be subject to the requirements of PIPEDA. In the event of a conflict between the requirements of MFIPPA and the requirements of PIPEDA or any other legislation governing the treatment of Personal Information, the more onerous provision shall apply.
- (b) The Vendor shall ensure that all collection, access, use, retention and disclosure of Personal Information under this Purchase Agreement, whether through the performance of the Work or otherwise, complies with Applicable Laws including MFIPPA, PIPEDA, Standards, and applicable requirements to collect, record and retain relevant consents pertaining to the collection, access, use, retention and disclosure of Personal Information in respect of the Work.
- (c) At the Purchaser's request at any time during the Term, the Vendor shall fully participate in a Privacy Impact Assessment with respect to the performance of the Work. The Privacy Impact Assessment may be conducted by the Purchaser or external third party advisors to the Purchaser at various times throughout the Term. The Vendor and all Vendor Personnel shall cooperate with the Purchaser and/or its third party advisors to provide the resources required to facilitate and fulfill this assessment. The Vendor shall implement any recommendations resulting from the Privacy Impact Assessment process.
- (d) The Vendor shall ensure the security and integrity of any Personal Information collected by the Vendor and shall protect it against loss,

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

unauthorized access, destruction, or alteration, in accordance with the following:

- (i) The Vendor shall not directly or indirectly collect, use, disclose, store or destroy any Personal Information, or give, exchange, disclose, provide, or sell Personal Information to any third party, except as expressly permitted, and for a purpose(s) authorized, under this Purchaser Agreement or otherwise agreed to in writing by the Purchaser.
 - (ii) The Vendor shall ensure that access to Personal Information is restricted to those Vendor Personnel who have a need to know or use such information in the performance of the Work and who have been specifically authorized to have such access for the purposes of performing the Work. Access shall be limited to only that Personal Information which is required for the performance of the Work.
 - (iii) All Personal Information shall be kept in a physically secure location and separate from all other records and databases. The Vendor shall not place, input, match, insert or intermingle, nor shall it permit any Person to place, input, match or intermingle, any data or records in any form whatsoever into or with any records or database containing such Personal Information.
- (e) For greater certainty, the Purchaser reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Section 9.7 (MFIPPA and Personal Information).
- (f) The provisions of this paragraph shall survive any termination or expiry of this Purchase Agreement and shall prevail over any inconsistent provisions in this Purchase Agreement.

9.8 MFIPPA and Freedom of Information

- (a) The Vendor acknowledges that the Purchaser is a municipal institution subject to MFIPPA, and acknowledges and agrees as follows:
- (i) All MFIPPA Records are subject to, and the collection, use, storage and treatment thereof is governed by MFIPPA. The Vendor agrees to keep all MFIPPA Records secure and available, in accordance with the requirements of MFIPPA. The Vendor acknowledges that all information, data, Records and materials, however recorded, that are held by the Vendor and/or created by the Vendor in the course of performing the Work are considered to be MFIPPA Records and subject to MFIPPA.
 - (ii) Section 9.6 (Return or Destruction of Confidential Information) shall apply to all MFIPPA Records (other than the Contract Records), which shall be returned and/or destroyed in accordance with that Section.
 - (iii) In the event of a conflict between the requirements of this Purchase Agreement and the requirements of MFIPPA, the requirements of MFIPPA shall take precedence.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (iv) In the event that a request is made under MFIPPA for the disclosure of any MFIPPA Records, the Purchaser shall provide prompt written notice thereof to the Vendor and the Vendor shall provide any and all relevant MFIPPA Records to the Purchaser on demand for the purposes of responding to an access request under MFIPPA. In these circumstances, the Vendor shall provide all MFIPPA Records requested to the Purchaser's Freedom of Information Coordinator (or equivalent) within seven (7) Business Days of receipt of the request from the Purchaser. Notwithstanding anything to the contrary in this Purchaser Agreement and subject to the Vendor's rights of appeal pursuant to Section 21 of MFIPPA, the Purchaser shall determine what MFIPPA Records will be disclosed in connection with any such request, in accordance with the requirements of MFIPPA (including, without limitation, the requirements with respect to affected persons set out in Section 28 thereof).
- (v) Storage of MFIPPA Records (including the Contract Records) at a location outside Canada shall only be permitted with the Purchaser's express written consent.

9.9 Access

- (a) The Vendor shall provide to the Purchaser the network access requirements and access level that will be required by the Vendor to perform the Work. All requests to access the Purchaser's network will be subject to the Purchaser's written approval.
- (b) The Vendor shall aggregate all access into a central network access point before network access is granted to the Purchaser's information systems. The network controls used to facilitate access between the Vendor and the Purchaser will be subject to the Purchaser's written approval.
- (c) Vendor Personnel shall not attempt to access, or allow access to, any Purchaser data to which they are not permitted access under this Purchase Agreement. If such access is attained, the Vendor shall immediately report such incident to the Purchaser, describe in detail any accessed Purchaser data, and return to the Purchaser any copied or removed Purchaser data.
- (d) The Vendor is responsible for ensuring that Vendor Personnel do not access, or allow access, to any Purchaser data to which they are not permitted access under this Purchase Agreement. The Vendor shall utilize commercially reasonable efforts, including through the use of rigorous systems security measures, to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of software and Purchaser data.

9.10 Audit Rights

- (a) During the Term and for a period of seven (7) years thereafter, the Vendor shall, at its cost and expense, retain and maintain, in an organized, accurate and accessible mode and manner, all financial and other books, Records and documentation relating or pertaining to this Purchase Agreement and the

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

performance of the Work, including (i) original invoices and accounts, along with related Records showing costs and expenses incurred, including but not limited to the cost to the Vendor of the Work and of all expenditures or commitments made by the Vendor in connection therewith; (ii) correspondence, e-mails, tenders, minutes of meetings, notes, reports, timesheets, memoranda and other documents associated with this Purchase Agreement; (iii) Records relating to any service level agreements and key performance indicators included in this Purchase Agreement, and (iv) Records related to matters of security and privacy (collectively, the “Contract Records”, as defined in the Master Agreement).

- (b) The Contract Records shall be retained and maintained in accordance with all generally acceptable accounting principles and Applicable Laws and Industry Standards, or as otherwise may be required to substantiate compliance with this Purchase Agreement and/or any payment to be made to the Vendor under this Purchase Agreement.
- (c) During the Term and for a period of seven (7) years thereafter, the Purchaser or any third party acting on behalf of the Purchaser, shall have the right, upon no less than twenty-four (24) hours' notice in writing to the Vendor and during normal office hours, to inspect and audit, and to have access to, all Contract Records whether maintained by the Vendor or a Vendor Personnel, reasonably required to confirm the Vendor's compliance with the terms of this Purchase Agreement and Applicable Laws, and to make copies thereof. The Vendor shall make available or cause to be made available the Corporate Records that are requested by the Purchaser or that may be required given the scope of the audit (provided such scope is disclosed to the Vendor), and shall otherwise reasonably cooperate with the Purchaser and any third party acting on the Purchaser's behalf, including by providing reasonable access to all of the Vendor's premises and to the Vendor's employees. Where access is needed to a Vendor Personnel's employees or to Contract Records that are maintained by a Vendor Personnel, the Vendor shall use reasonable efforts to arrange for such access on a timely basis. Without limiting the generality of the foregoing, the rights set out in this Section 9.10 (Audit Rights) shall extend to any Authority exercising its right to audit pursuant to Applicable Law or any contract with the Purchaser.
- (d) The Vendor shall maintain a competent and independent audit function to assess the internal controls over its environment and its compliance with Applicable Laws and Standards. The Vendor shall provide the Purchaser, upon request, the results of all internal controls and security audits performed by the Vendor's auditors.
- (e) The Vendor shall upon advance written request, provided by e-mail or otherwise, provide the Purchaser with reasonable access to all premises that may reasonably be required to enable the Purchaser and/or the Purchaser's agents to monitor the progress of the Work. Any such monitoring or verifications shall be without prejudice to any other rights of the Purchaser under this Purchase Agreement and shall not relieve the Vendor from any of

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

its obligations under this Purchase Agreement nor shall such verification be used by the Vendor as evidence of effective control of quality.

- (f) The Vendor and the Purchaser shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested or issued identified by the audit report. Without limiting any remedies which may be available to the Purchaser, the Vendor shall promptly remedy any violations of this Purchase Agreement of which it becomes aware, pursuant to any audit or otherwise.

9.11 Vendor Compliance

- (a) The Vendor shall advise all of its Vendor Personnel, all of its Subvendors, and all of its Subvendor's Vendor Personnel of the requirements of this Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights), and associated requirements set out elsewhere in this Purchase Agreement, and take appropriate action to ensure compliance by such persons with the terms of this Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights). In addition to any other liabilities of the Vendor pursuant to this Purchase Agreement or otherwise at law or in equity, the Vendor shall be liable for all claims arising from any non-compliance with this Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights) by the Vendor, any of its Vendor Personnel, any Subvendor and of its Subvendor's Vendor Personnel.
- (b) The Vendor warrants that each of its Vendor Personnel, each of its Subvendors and each of its Subvendor's Vendor Personnel engaged by the Vendor to provide the Work pursuant to this Purchase Agreement is under a written obligation to the Vendor requiring such Person to comply with the terms of this Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights).

9.12 Publicity

- (a) Any publicity or publications related to this Purchase Agreement shall be at the sole discretion of the Purchaser and Metrolinx. The Purchaser and Metrolinx may, in their sole discretion, acknowledge the Deliverables provided by the Vendor in any such publicity or publication. The Vendor shall not make use of its association with the Purchaser or Metrolinx without the prior written consent of both the Purchaser and Metrolinx as may be applicable in respect of this Purchase Agreement. Without limiting the generality of this paragraph, the Vendor shall not, among other things, at any time directly or indirectly communicate with the media in relation to this Purchase Agreement unless it has first obtained the express written authorization to do so by both the Purchaser and Metrolinx.

9.13 Damages

- (a) The Vendor acknowledges and agrees that any breach or threatened breach of this Article 9 (Confidential Information, Personal Information, Freedom of

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Information, Access and Audit Rights) or the obligations set out in this Purchase Agreement shall cause immediate and irreparable harm to the Purchaser or Metrolinx or to any third party to whom the Purchaser or Metrolinx owes a duty of confidence, for which damages alone are not an adequate remedy. The Vendor acknowledges and agrees that the Purchaser or Metrolinx shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect the Purchaser or Metrolinx against such breach or threatened breach. No failure or delay by a Purchaser or Metrolinx in exercising any right shall operate as a waiver or shall estop the Purchaser from obtaining permanent injunctive relief.

10.0 Representations, Warranties and Covenants of the Vendor

10.1 Representations, Warranties and Covenants of the Vendor

- (a) The Vendor covenants and agrees with and represents and warrants to the Purchaser, and acknowledges and confirms that the Purchaser is relying on such covenants, agreements, representations and warranties, as follows:
 - (i) the Vendor is validly existing under the laws of the location of its head office and the Vendor has all necessary corporate power, authority and capacity to enter into this Purchase Agreement and to perform its obligations;
 - (ii) the Vendor represents and warrants that it has the full right and power to enter into this Purchase Agreement and there is no agreement with any other Person, which would in any way interfere with the rights of the Purchaser under this Purchase Agreement;
 - (iii) the entering into of this Purchase Agreement by the Vendor and the performance of its obligations has been authorized by all necessary corporate action;
 - (iv) the execution and delivery of this Purchase Agreement, the consummation of the transactions contemplated and compliance with and performance of the provisions of this Purchase Agreement does not and shall not:
 - (A) result in a breach of or constitute a default under, or create a state of fact, which after notice or lapse of time or both, or otherwise, would constitute a default under any term or provision of the constating documents of the Vendor, the by-laws or resolutions of the Vendor or any agreement or instrument to which the Vendor is a party or by which it is bound, or
 - (B) require the Vendor to obtain any approval or action of any other Persons and, if required, any such approvals have already been obtained as of the date of this Purchase Agreement;
 - (v) this Purchase Agreement constitutes a legally valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

similar laws affecting the enforceability of the rights of creditors generally, the principles of equity and that equitable remedies such as specific performance and injunction are available only in the discretion of a court of competent jurisdiction;

- (vi) the Vendor has carefully reviewed the whole of this Purchase Agreement, and all other documents made available to the Vendor by the Purchaser and Metrolinx, and, to the Vendor’s knowledge, nothing contained herein or therein inhibits or prevents the Vendor from performing the Work in accordance with the Required Standard of Care so as to achieve and satisfy the requirements of this Purchase Agreement;
- (vii) the Vendor has engaged and shall engage only Vendor Personnel, including Subvendors that are qualified and competent to perform the portions of the Work they are responsible for and possess the requisite Domain Expertise;
- (viii) the Vendor has available the resources and personnel to complete all of its obligations under this Purchase Agreement in a timely, efficient and professional manner in accordance with the Required Standard of Care;
- (ix) the Vendor is not aware of any legal action instituted, threatened or pending against the Vendor that could have a material adverse effect on its ability to perform its obligations under this Purchase Agreement;
- (x) the Vendor, its affiliates and its Subvendors, and any of their Vendor Personnel, are in compliance with all Requirements of Law related to economic and political sanctions. None of the Vendor, its affiliates or its Subvendors, or any of their Vendor Personnel, is, or has ever been, a Sanctioned Person or a Sanction Linked Person, or acts directly or indirectly for any Sanctioned Person or Sanction Linked Person, and no sanctioned Person or Sanction Linked Person has, directly, or indirectly, an Economic Interest in any of the Vendor, its affiliates or its Subvendors, or any of their Vendor Personnel, provided that, without derogating from the foregoing, if any of the Vendor, its affiliates or any Subvendors, or any of their Vendor Personnel, becomes a Sanctioned Person or a Sanction Linked Person, then the Vendor shall immediately notify the Purchaser and Metrolinx and the Purchaser or Metrolinx may, at their discretion (without incurring any liability of any nature whatsoever): (i) require that the Vendor remove such Sanctioned Person or Sanction Linked Person from the performance of the Work, or (ii) take any other action the Purchaser or Metrolinx deems necessary in order for the Purchaser or Metrolinx to comply with Requirements of Law relating to economic or political sanctions, including terminating or suspending all or any part of this Purchase Agreement with immediate effect by notice to the Vendor;
- (xi) except as disclosed in the Submission, the Vendor is free of any actual or potential Proposal Conflict of Interest;

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (xii) the Vendor is registered as an employer pursuant to the Workplace Safety and Insurance Act (Ontario) and has completed all filings and paid all assessments as required pursuant to that Act and the regulations thereunder;
- (xiii) the Vendor is familiar with the obligations imposed on an “employer” as defined in the OHSA, and that it has in place a health and safety program to ensure that it takes all steps reasonable in the circumstances to ensure the health and safety of all workers for which it has responsibility under that Act; and
- (xiv) the Vendor represents, warrants and covenants to the Purchaser that the Vendor is and shall remain duly registered for the purposes of Part IX of the Excise Tax Act.

10.2 Continuing Effect of Representations, Warranties and Covenants

- (a) The Vendor hereto agrees that its covenants, representations and warranties contained in this Article 10 (Representations, Warranties and Covenants of the Vendor) are continuing covenants, representations and warranties and shall apply and be true and correct at all times during the Term.

10.3 Representatives May Bind the Parties

- (a) The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Applicable Laws.

10.4 Vendor Not a Partner, Agent or Employee

- (a) The Vendor shall have no power or authority to bind the Purchaser or Metrolinx to assume or create any obligation or responsibility, express or implied, on behalf of the Purchaser or Metrolinx. The Vendor shall not hold itself out as an agent, partner or employee of the Purchaser or Metrolinx. Nothing in this Purchase Agreement shall have the effect of creating an employment, partnership or agency relationship between the Purchaser or Metrolinx and the Vendor (or any of Vendor Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A*, as amended from time to time.

10.5 Responsibility of Vendor

- (a) The Vendor agrees that it is liable for the acts and omissions of all Vendor Personnel. This paragraph is in addition to any and all of the Vendor liabilities under this Purchase Agreement and under the general application of law. The Vendor shall advise these individuals and entities of its obligations under this Purchase Agreement and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with (a) this Purchase Agreement generally and (b) with the requirements of Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights) of this Purchase Agreement. Every contract entered into by the Vendor with a vendor or Subvendor shall adopt all of the terms and conditions of this Purchase Agreement as far as applicable to those parts of the Work

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

and Deliverables provided by the Vendor and Subvendor in respect of a Bus, including but not limited to the document retention and audit rights contained in Section 9.10 (Audit Rights) of this Purchase Agreement. In addition to any other liabilities of the Vendor pursuant to this Purchase Agreement or otherwise at law or in equity, the Vendor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of this Purchase Agreement resulting from the actions of the above mentioned individuals and entities.

11.0 Indemnity

11.1 Indemnification

- (a) The Vendor shall at all times indemnify and save harmless the Purchaser, its officers, directors, employees, members, agents, representatives, Successors and assigns (hereinafter the “Indemnified Parties”), from and against any and all Losses resulting from:
- (i) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other person, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
 - (ii) the damage, loss or destruction of any real or tangible personal property (excluding data), to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
 - (iii) the unauthorized disclosure by the Vendor or any Vendor Personnel of any Confidential Information and/or Personal Information;
 - (iv) any acts performed by or on behalf of the Vendor beyond the authority of the Vendor hereby conferred;
 - (v) any breach of the terms and conditions set out in Article 4 (Health and Safety) or arising as a result of any illness, injury or death of any employee of the Vendor or any Subvendor, including:
 - (A) any resulting expenses incurred by the Purchaser as a result of stoppage of the Work on account of failure by the Vendor to meet its obligations under and/or with respect to the OHSA; and
 - (B) any resulting fine(s) levied against the Purchaser as a result of any breach of the responsibilities of the employer for the Work, to the extent attributable to the Vendor's failure to fulfil its obligations as described in this Purchase Agreement, and/or
 - (vi) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other proprietary rights conferred by contract, common law, statute or otherwise in respect to the Work or any matter provided to the Purchaser or performed by the Vendor, or anyone else for whom at law the Vendor is responsible provided, however, the Vendor shall not be required to indemnify the Indemnified

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Parties pursuant to this sub-section if (i) the infringement or alleged infringement was caused by the modification of a Deliverable or Work product prepared pursuant to this Purchase Agreement by any Person other than the Vendor or a Vendor Personnel, (ii) the deliverable or Work product was based upon designs provided by the Purchaser, or (iii) the Work relating to the infringement or alleged infringement were used in a manner not permitted by this Purchase Agreement.

- (A) If the Vendor is required to indemnify the Purchaser pursuant to this Section 11.1 (Indemnification), or if, in the Vendor's judgment, the Purchaser's use of the Intellectual Property is likely to be infringing, the Vendor may, at its option: (ii) secure the right to continue using such intellectual property, or (iii) replace or modify the such intellectual property to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Work in any material way. If neither course of action described in clauses (i) or (iii) is available to the Vendor, the Vendor will remove such intellectual property from the Work and equitably adjust the Vendor's charges to adequately reflect such removal.
- (b) The Vendor shall pay all reasonable costs, expenses and legal fees that may be incurred or paid by the Indemnified Parties in connection with any demand, claim, execution, action, suit or Proceeding with respect to a matter for which the Vendor is obligated to indemnify the Indemnified Parties pursuant to this Article 11 (Indemnity), provided that the indemnity obligations of the Vendor under this Article 11 (Indemnity) shall not extend to Loss attributable to the negligence or willful misconduct of any Indemnified Parties to the extent that such Indemnified Parties' negligence or willful misconduct caused the Loss.
- (c) In the event any Loss is asserted in respect to which an Indemnified Party is entitled to indemnification under this Article 11 (Indemnity), and without prejudice to any other right or remedy the Purchaser may have, the Purchaser shall be entitled to deduct or withhold a reasonable sum on account of such claim, action, suit, execution or demand, including legal costs, from monies owed or payable by the Purchaser to the Vendor under this Purchase Agreement pending the final determination or settlement of such claim, action, suit, execution or demand. In the event,
 - (i) the Vendor is, becomes, or is deemed to be bankrupt or an insolvent Person pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ii) the Vendor makes a general assignment for the benefit of creditors; or
 - (iii) a receiver or interim-receiver is appointed with respect to some or all of the Vendor's business, assets, or property, then the Purchaser shall be entitled, without prejudice to any other right or remedy the Purchaser may have, to further deduct or withhold a reasonable sum on account of such Loss, from any monies owed or payable by the

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Purchaser to the Vendor under any other agreement or account. The provisions of this Section 11.1(c) (Indemnification) shall not apply in the event that such Loss is otherwise provided for under any insurance provided by the Vendor to or for the benefit of the Purchaser.

- (d) Notwithstanding anything else in the Contract, any express or implied reference to the Purchaser or Metrolinx providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness, including the Purchaser and Metrolinx, whether at the time of execution of this Purchase Agreement or at any time during the Term, shall be void and of no legal effect.

12.0 Limitations on Liability

12.1 Limitation on Liability

- (a) Subject to Section 12.1(c) below, in no event shall either Party be liable for indirect, consequential, exemplary, punitive or special damages relating to this Purchase Agreement even if such Party has been advised in advance of the possibility of such damages. The Vendor acknowledges and agrees that any damages awarded by a court of competent jurisdiction against the Purchaser as a result of a third-party claim are to be deemed to be direct damages.
- (b) Subject to Section 12.1(d) below, each Party's aggregate liability to the other under this Purchase Agreement for direct damages for all events giving rise to liability hereunder shall not exceed an amount equal to the sum of the Total Contract Price plus any amount paid or payable under the insurance policies required to be maintained under this Price Agreement.
- (c) The limitations of liability set forth in Section 12.1(a) above shall not apply with respect to:
 - (i) damages occasioned by the willful misconduct or gross negligence of the Vendor or any Vendor Personnel;
 - (ii) claims that are the subject of indemnification pursuant to Section 11.1(a)(iii) [*Unauthorized Disclosure*] or Section 11.1(a)(vi) [*IP Infringement*];
 - (iii) the death of or bodily injury to any agent, employee, customer, business invitee, business visitor or other Person, including a member of the general public, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
 - (iv) damage, loss or destruction of any real or tangible personal property, to the extent caused by the negligence or willful misconduct of the Vendor or any Vendor Personnel;
 - (v) damage or loss arising from Article 9 (Confidential Information, Personal Information, Freedom of Information, Access and Audit Rights) of this Purchase Agreement and/or Article 8 (Confidential

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Information, Personal Information, Freedom of Information, Access and Audit Rights) of the Master Agreement; or

- (vi) damage or loss incurred by the Purchaser due to a third party alleging that any Deliverable violates, infringes or misappropriates any patent, trademark, copyright, industrial design, trade secret or any other rights in such third party's Intellectual Property.
- (d) The limitations of liability set forth in Section 12.1(b) above shall not apply with respect to:
 - (i) damages occasioned by the willful misconduct or gross negligence of the Vendor or any Vendor Personnel; or
 - (ii) claims that are the subject of indemnification pursuant to Section 11.1(a) (Vendor Indemnity).
- (e) Each party shall have a duty to mitigate damages for which the Vendor is responsible.

12.2 Survival

- (a) This Article 12 (Limitations on Liability) shall survive the termination or expiry of this Purchase Agreement.

13.0 Termination

13.1 Termination for Cause by the Purchaser

- (a) The Purchaser may, by ten (10) calendar days' written notice to the Vendor, suspend or terminate the whole or any part of the provision of the Work or of the entirety of this Purchase Agreement, for cause, in the event that the Vendor is in breach of any of its obligations under this Purchase Agreement; and it fails to cure such breach (which breach must be curable) within fifteen (15) calendar days of being notified thereof, and thereupon:
 - (i) The Purchaser may appoint officials of the Purchaser or any other Person or Persons in the place and stead of the Vendor to perform the Work or any portion thereof; and
 - (ii) the Vendor shall immediately discontinue the Work on the date and to the extent specified in the notice, and place no further orders for materials or Deliverables for the terminated portion(s) of the Work.
- (b) Pursuant to Section 13.1(a) above, upon a third reoccurrence of the same kind of breach, which breach had been previously cured, the Purchaser shall have the right to immediately terminate this Purchase Agreement for cause, in whole or in part, by serving a notice of termination upon the Vendor.
- (c) The Vendor acknowledges and agrees that if the Vendor has been found in breach, pursuant to Section 13.1(a) above, the Vendor's Vendor Performance Rating (VPR) score will be revised accordingly.
- (d) Nothing contained herein shall limit the rights of the Purchaser to recover damages from the Vendor arising from the failure of the Vendor to perform

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

the Work satisfactorily in accordance with the Terms of this Purchase Agreement.

13.2 Termination for Safety Violation or Non-Curable Breach

- (a) Notwithstanding Section 12.1(a) (Termination for Cause by the Purchaser), the Purchaser shall have the right to immediately terminate this Purchase Agreement effective on written notice to the Vendor upon the occurrence of a safety violation by the Vendor or for any non-curable breach, both of which shall be determined by the Purchaser in its sole and absolute discretion.

13.3 Termination for Convenience by the Purchaser

- (a) The Purchaser may, by thirty (30) days' written notice to the Vendor, terminate this Purchase Agreement for convenience, and thereupon the Purchaser shall be liable for payment to the Vendor for those monies attributable to the part of the Work performed to the satisfaction of the Purchaser to the date of termination stipulated in such notice. The Purchaser shall also be liable for any reasonable demobilization costs and the reasonable cost of cancellation of any contracts, but in no event will the Purchaser be liable for any loss of profits, loss of revenue or other consequential damages.

13.4 Termination and Dispute Resolution

- (a) The Purchaser's right to terminate this Purchase Agreement as provided hereinto shall not be subject to the Dispute resolution provisions of this Purchase Agreement except that the valuation of any damages or payments arising as a result of a default or termination may be referred to the Dispute resolution process set out in Section 13. (Bona Fide Efforts to Resolve Dispute).

13.5 Dispute Resolution by Rectification Notice

- (a) Where the Vendor fails to comply with any of its obligations under this Purchase Agreement, the Purchaser may issue a rectification notice to the Vendor setting out the manner and time frame for rectification. Within seven (7) Business Days of receipt of that notice the Vendor shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Purchaser. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Purchaser may immediately terminate this Purchase Agreement. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow the Purchaser to immediately terminate this Purchase Agreement.

13.6 Bona Fide Efforts to Resolve Dispute

- (a) The Parties shall at all times during the Term make bona fide efforts to resolve any and all Disputes arising between them by amicable negotiations.

13.7 Continuance of the Work During Dispute

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (a) Unless expressly directed otherwise by the Purchaser, the Vendor shall not stop or delay the performance of the Work, in whole or in part, on account of a Dispute between the Vendor and the Purchaser or between the Vendor and any other Person. Without limiting the generality of the foregoing, at all times during the course of a Dispute, the Vendor shall:
 - (i) continue with the Work in a diligent manner and without delay;
 - (ii) conform to the Purchaser’s decisions and directions; and
 - (iii) be governed by all applicable provisions of this Purchase Agreement.
- (b) The Parties acknowledge and agree that the Vendor's compliance with this Section 13.7 shall not operate to waive any claim or contention that the Vendor may have in relation to any Dispute.

13.8 Vendor Obligations on Termination

- (a) Upon termination, the Vendor shall, in addition to its other obligations under this Purchase Agreement and at law:
 - (i) provide the Purchaser with a report detailing (i) the current state of the provision of Deliverables by the Vendor Deliverables and performance of this Purchase Agreement;
 - (ii) execute such documentation as may be required by the Purchaser to give effect to the termination of this Purchase Agreement;
 - (iii) comply with any other instructions provided by the Purchaser; and
 - (iv) complete and supply any Deliverables in accordance with instructions from the Purchaser and for such purposes all of the provisions of this Purchase Agreement shall survive to the extent necessary to facilitate the completion and supply of the Deliverables.

13.9 Vendor’s Payment Upon Termination

- (a) The Purchaser shall only be responsible for the payments contemplated by this Purchase Agreement up to and including the Effective Date of any termination unless instructions for a later Effective Date have been provided in writing by a Purchaser to the contrary. Termination shall not relieve the Vendor of its warranties and other responsibilities relating to the Deliverables performed or money paid. The Purchaser may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination.

13.10 Scope of Termination Rights

- (a) The express rights of termination contained in this Article 13 (Termination) are in addition to and shall in no way limit any rights or remedies of the Purchaser under this Purchase Agreement, at law or in equity.

13.11 Expiry of Purchase Agreement

- (a) This Purchase Agreement shall expire at the end of the Term.

13.12 Purchases Only During the Base Year, Option Year, or Extension

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (a) Vendor acknowledges and agrees that it is only permitted to accept the purchase of a Bus or Buses (or changes to the quantity of Buses in any particular order) during the Base Year, Option Year, if exercised, or a further extension of the Term of this Purchase Agreement.

14.0 Master Agreement

14.1 The terms and conditions of the Master Agreement (other than Section 1.6 (Vendor Acknowledgement) of the Master Agreement and any other provision which when incorporated into this Purchase Agreement would result in this Purchase Agreement not being a binding obligation of the Parties hereto) are incorporated herein unless otherwise specified in this Purchase Agreement and for such purposes, the Purchaser shall be read as Metrolinx, and, without limiting this paragraph, the duties owing to Metrolinx under the Master Agreement shall also be owing to the Purchaser and the rights exercisable by Metrolinx shall also be exercisable by the Purchaser. Notwithstanding the foregoing it is agreed and acknowledged by the Parties to this Purchase Agreement that the contractual relationship between the Vendor and the Purchaser for any Deliverables is exclusively between those Parties.

15.0 Delivery, Acceptance and Title

15.1 Delivery Procedure

- (a) Upon satisfactory completion of the test required pursuant to Appendix A – Technical Specifications, Section OR 10.0 (Quality Assurance/Controls), the Buses/Deliverables will be delivered to the Purchaser by the Vendor with:
 - (i) Any Defects or deficiencies from the Vendor corrected;
 - (ii) Any damage that occurred in transit from the Vendor corrected;
 - (iii) Completion of any additional work (such as application of paint/decals/etc., equipment installation, etc.), as jointly agreed to by the Vendor and the Purchaser and documented in Schedule A – Deliverables of this Purchase Agreement.
 - (iv) A completed New Vehicle Information Card issued in accordance with the Requirements of Law.
- (b) The delivery of a Bus shall be determined by the Vendor’s authorization signed by the Purchaser’s designated agent(s), at the point of delivery specified in this Purchase Agreement. A visual inspection by the Purchaser’s agent shall not constitute acceptance.

15.2 Delivery Schedule

- (a) Unless otherwise specified by the Purchaser, all deliveries of Buses should be made on Business Days during Business Hours. The Vendor shall ensure that all specified delivery schedules provided by the Purchaser are strictly adhered to. The Vendor shall notify the Purchaser delivery contact a minimum of four (4) calendar days in advance of each delivery, unless agreed upon by the Purchaser. No delivery or service charges are permitted.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (b) Bus deliveries shall be completed within the expected lead time from the execution of the purchase order as indicated in the Submission, Section OR 1.0 (Bus Delivery) of Appendix A - Technical Specifications. Where, at the time of the execution of the purchase order, the Vendor can reasonably demonstrate that no production slot is available to meet the expected lead time as stipulated in the Submission Section OR 1.0 (Bus Delivery) of Appendix A – Technical Specifications, the Vendor will provide reasonable evidence to support this claim and negotiate with the Purchaser the option of a later delivery date not to exceed in any case fourteen (14) months from the execution date of the purchase order.
- (c) If Bus deliveries need to be established at a per weekly delivery rate, both the Purchaser and Vendor shall agree to the set rate which shall be included in Schedule C - Deliverables or subsequent Schedules.
- (d) In all cases, the agreed to delivery date(s) shall be set out in writing and included in Schedule C - Deliverables, or subsequent Schedules. All delivery schedules as agreed to by the Purchaser, will be communicated to Metrolinx by the Vendor. Deliveries that are made later than the agreed upon time as per Schedule C – Deliverables, or subsequent Schedules, will be subject to liquidated damages as prescribed in Section 17.1 (Liquidated Damages – Delivery and Acceptance).

15.3 Title

- (a) The Vendor warrants that, upon Purchaser’s acceptance of each Bus, as described in this Purchase Agreement, the title shall pass to the Purchaser free and clear of all encumbrances.

15.4 Assumption Of Risk Of Loss

- (a) The Vendor assumes risk of loss while Buses are being manufactured and delivered to the Purchaser. The Purchaser shall assume risk of loss of the Bus upon delivery, as defined above in Section 15.2 (Delivery Schedule). If the Bus is removed from the Purchaser's property by or on behalf of the Vendor for any reason, the Vendor shall assume risk of loss until the Bus is returned to the Purchaser at its delivery location.

15.5 Acceptance Of Bus

- (a) Within twenty-one (21) calendar-days after arrival at the designated point of delivery, each Bus shall undergo the Purchaser’s tests defined in Appendix A - Technical Specifications, Section OR 10.0 (Quality Assurance/Controls). If the Bus passes these tests the Purchaser will notify the Vendor in writing. If the Bus does not pass these tests, the Purchaser will notify the Vendor, in writing, of the specific reasons for non-acceptance or conditional acceptance. If the Purchaser does not notify the Vendor of acceptance or non-acceptance or puts the Bus into revenue service without notification of conditional acceptance, the Vendor may, after twenty-one (21) calendar-days, notify the Purchaser that the Bus is deemed to have been accepted.

15.6 Repairs After Non-Acceptance

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (a) The Vendor, or its designated representative (which may in some instances be the Purchaser) shall correct any Defects identified by the Purchaser, within seven (7) calendar days after receiving the non-acceptance or conditional acceptance notification of the Bus from the Purchaser.
- (b) The Vendor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At the Purchaser's option, the Vendor may be required to remove the Bus from the Purchaser's property while repairs are being affected. If the Bus is removed from the Purchaser's property, the Vendor's representatives must diligently pursue repair procedures. The Purchaser shall make the Bus available for the purposes of such repair(s).

15.7 Repairs By Purchaser

- (a) If the Purchaser is authorized by the Vendor to correct the Defects that caused the conditional acceptance or non-acceptance of the Bus, it shall use Vendor-specified parts available from its own stock or those supplied by the Vendor specifically for this repair provided only that such Defect does not relate to or arise from Canadian Content for Transit Vehicle Procurement Policy requirements, in which case the Vendor alone shall be responsible for the correction of the Defect.
 - (i) Vendor Supplied Parts: If the Vendor supplies parts for the Work being performed by the Purchaser, these parts shall be shipped prepaid to the Purchaser within twenty-four (24) hours after receipt of the Purchaser's request for said parts.
 - (ii) Reimbursement for Parts: The Vendor shall reimburse the Purchaser for all parts and materials necessary to correct the Defect. The reimbursement shall be at the current replacement cost and shall include applicable taxes. Alternatively, the Vendor may replace the parts at no cost to the Purchaser.
 - (iii) Return of Defective Components: The Vendor may request that defective parts covered by this provision be returned to the manufacturing plant, at the Vendor's cost.
 - (iv) Reimbursement for Labour: The Vendor shall reimburse the Purchaser for labour. The amount shall be determined by multiplying the number of person-hours actually required to correct the Defect by an all-inclusive shop rate as specified in Appendix A – Technical Specifications, Section OR 8.4.5 (Reimbursement for Labour).
 - (v) Reimbursement for Warranty Labour and/or Parts: The Vendor shall reimburse the Purchaser by cheque for warranty labour and/or parts, within 60 (sixty) calendar days of receipt of warranty claim. The Purchaser will have the option of accepting reimbursement through parts credits, if applicable.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

16.0 Delays

16.1 Vendor's Delay

- (a) If the Vendor is delayed at any time during the progress of the Deliverables by the neglect or failure of the Purchaser or by a cause described below, then the time for completion of the relevant Deliverables and/or affected delivery date(s) may be extended by the Vendor for a commensurate period of time subject to the following conditions:
 - (i) The cause of the delay must arise after the Effective Date of this Purchase Agreement and neither was nor could have been anticipated by the Vendor by reasonable investigation before such date;
 - (ii) The Vendor demonstrates to the Purchaser that the completion of the Deliverables and/or affected delivery(ies) will be actually and necessarily delayed;
 - (iii) The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - (iv) The Vendor makes written request and provides other information to the Purchaser as described in Section 16.2 (Notification of Vendor Delay).
- (b) A delay that meets all of the conditions of this Section 16.1 (Vendor's Delay) shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.
- (c) The Purchaser reserves the right to rescind or shorten any extension previously granted if, subsequently, the Purchaser determines that any information provided by the Vendor in support of a request for an extension of time was erroneous provided that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the Purchaser will not rescind or shorten any extension previously granted if the Vendor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Vendor.

16.2 Notification Of Vendor Delay

- (a) Notwithstanding any event of force majeure pursuant to Section 13.0 (Force Majeure) of the Master Agreement, no extension or adjustment of time shall be granted by the Purchaser unless the Vendor provides the Purchaser (a) written notice of the delay within one (1) calendar days after the commencement of the delay and (b) a written application stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Vendor under this Purchase Agreement, and the portion or portions of the Deliverables affected, within seven (7) calendar days after the commencement of the delay. No such extension or

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

adjustment shall be deemed a waiver of the rights of either Party under this Purchase Agreement. The Purchaser shall make its determination within seven (7) calendar days after receipt of the Vendor's application.

17.0 Liquidated Damages

17.1 Liquidated Damages – Delivery and Acceptance

- (a) It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the completion of the Work and the Deliverables and that in case of any failure on the part of the Vendor to complete the Work or provide the Deliverables within the time specified in Section 15.2 (Delivery Schedule), except for any delay as provided for in this Purchase Agreement, the Master Agreement Section 13.0 (Force Majeure), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at one hundred dollars (\$100.00) per Business Day per Bus not delivered in acceptable condition as per Section OR 10.0 (Quality Assurance/Controls) of Appendix A – Technical Specifications.
- (b) The Vendor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Vendor under this Purchase Agreement, computed as aforesaid. If the monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.
- (c) The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Vendor's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Vendor.
- (d) Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate this Purchase Agreement in accordance with Article 13 (Termination) in this Purchase Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 13 (Termination) of this Purchase Agreement.

17.2 Liquidated Damages – Warranty Repairs

- (a) It is mutually understood and agreed by and between the Parties to this Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Vendor to complete the Work within the time specified in Appendix A - Technical Specifications Section OR 8.4 (Warranty Repair Procedures), except for any delay as provided for in this Purchase Agreement, the Master Agreement (Section 13.0 (Force Majeure)), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages due the Purchaser shall be fixed at \$100.00 (one hundred dollars) per calendar day per Bus that is out of service for more than fifteen (15) Business Days after notification by the Purchaser of a Defect applicable to the Bus Manufacturer's Warranty (see Appendix A – Technical Specifications, Section OR 8.0 (Basic Warranty Provisions)). The damages will be calculated from the date that the Purchaser notified the Vendor.

- (b) The Vendor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Vendor under this Purchase Agreement, computed as aforesaid. If the monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.
- (c) The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser's right to seek any other legal or equitable relief (other than damages) for the Vendor's breach of the obligations referenced in this clause and shall not limit the Purchaser's right in respect of any other breach or default by the Vendor.
- (d) Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate this Purchase Agreement in accordance with Article 13 (Termination) in this Purchase Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 13 (Termination) of this Purchase Agreement.

17.3 Liquidated Damages - Parts Availability

- (a) It is mutually understood and agreed by and between the Parties to this Purchase Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Vendor to provide replacement parts within the time specified in Appendix A - Technical Specifications Section OR 2.0 (Parts Availability), except for any delay as provided for in this Purchase Agreement, the Master Agreement (Section 13.0 (Force Majeure)), or any extension thereof, that the Purchaser will be damaged thereby. It being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

damages due the Purchaser shall be fixed at \$100.00 (one hundred dollars) per calendar day per Bus that is out of service for more than fifteen (15) Business Days after notification by the Purchaser of the requirement for a replacement part (see Appendix A – Technical Specifications, Section OR 2.0 (Parts Availability)). The damages will be calculated from the date that the Purchaser notified the Vendor.

- (b) The Vendor hereby agrees to pay the afore stated amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Purchaser and further authorizes the Purchaser to deduct the amount of the damages from money due the Vendor under this Purchase Agreement, computed as aforesaid. If the monies due the Vendor are insufficient or no monies are due the Vendor, the Vendor shall pay the Purchaser the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the Purchaser.
- (c) The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the Purchaser arising at any time from the failure of the Vendor to fulfill the obligations referenced in this clause in a timely manner, but shall not limit the Purchaser’s right to seek any other legal or equitable relief (other than damages) for the Vendor’s breach of the obligations referenced in this clause and shall not limit the Purchaser’s right in respect of any other breach or default by the Vendor.
- (d) Notwithstanding the foregoing, the Purchaser specifically reserves the right, without limitation of any other rights, to terminate this Purchase Agreement in accordance with Article 13 (Termination) in this Purchase Agreement, and seek any rights and remedies available to the Purchaser at law or in equity in the event of termination in accordance with Article 13 (Termination) of this Purchase Agreement.

18.0 Materials and Workmanship

18.1 Materials and Workmanship

- (a) All materials and workmanship including but not limited to the Work and Deliverables to be provided by the Vendor to the Purchaser hereunder will comply with the Technical Specifications, including without limitation, the warranty provisions set out in Appendix A - Technical Specifications.

18.2 Quality of Materials

- (a) The Vendor shall furnish all materials required to complete the Bus. The materials furnished shall be new and shall be free from impurities, Defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Technical Specifications shall be incorporated into the item or items to be procured.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

18.3 Equivalent Materials and Equipment

- (a) The Vendor shall supply the Bus(es) with the components and materials as proposed and agreed to in the Master Agreement and this Purchase Agreement unless substitutions become necessary. Any substitution of an article or material shall be of at least equal quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:
 - (i) Any such substitution shall require prior approval in writing by the Purchaser Representative and the Metrolinx Representative.
 - (ii) Any such substitutions shall not result in any additional cost to the Purchaser.
 - (iii) All requests by the Vendor for approval of substitutions shall be made to the Purchaser in writing and accompanied by supporting information.
 - (iv) The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon the Vendor and all information and tests related to such proof shall be free of cost to the Purchaser.
- (b) Whenever classification, rating or other certification by a body such as the Canadian Standards Association (CSA), the American Society for Testing and Materials (ASTM), or recognized National Standards is a part of the Technical Specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate body of compliance with the requirements of the Technical Specifications.

18.4 Defective Material

- (a) Material or equipment intended for use on the Bus(es), or parts thereof, which is found to be not in conformance with the Contract shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the Purchaser.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Schedule A – Definitions

1.0 In this Purchase Agreement,

- 1.1 Unless otherwise specified or the context otherwise requires, for the purposes of this Purchase Agreement the following terms have the following meanings and all other capitalized terms used in this Purchase Agreement shall have the meanings ascribed to them in the Master Agreement which are incorporated by reference herein.
- 1.2 **“Effective Date”** means the date set out on the first page of this Purchase Agreement.
- 1.3 **“Intellectual Property”** means all intellectual and industrial property, including: (a) materials, images, reports, Software, applications, audio or video recordings, specifications, performance requirements, software development tools, technologies, content, data (including all information whether or not contained in or on any database or electronic information storage system or media owned by or in the custody or control of the Purchaser), technical information, interfaces, web portals, components, services, information, databases, and documentation; (b) patents, patent application rights, rights to file patents, inventions, trade-marks (whether registered or not), trade-mark applications, rights to file trade-marks, trade names, copyrights (whether registered or not), design registrations, trade secrets, confidential information, industrial and similar designs, rights to file for industrial and similar designs, processes, methodologies, techniques and know-how; and (c) all Intellectual Property Rights therein.
- 1.4 **“Master Agreement”** means the master agreement made as of **January 29, 2024** between the Vendor and Metrolinx including all of the schedules attached thereto, as such master agreement maybe amended from time to time, for the provision of Work.
- 1.5 **“Parties”** means the Purchaser and the Vendor.
- 1.6 **“Purchase Agreement”** means this purchase agreement entered into between Vendor and a Purchaser setting out the exclusive arrangement for supply of specific Deliverables in accordance with the Master Agreement, as required by the Purchaser from Vendor.
- 1.7 **“Purchaser’s Address”** means:
- The Corporation of the City of Sault Ste. Marie**
111 Huron Street
Sault Ste. Marie, ON, P6A 5P9
- 1.8 **“Purchaser IP”** has the meaning ascribed to it in Section 6.6(a) (Ownership of Purchaser IP).
- 1.9 **“Term”** means, subject to any termination rights set out in the Master Agreement or this Purchase Agreement, the period of time from the Effective Date of this Purchase Agreement up to and including the later of:

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

- (a) **January 28, 2025** being the expiry of the Base Year under the Master Agreement;
- (b) provided both Metrolinx and the Purchaser have each exercised the Option Year under the Master Agreement, then **January 28, 2026**, being the expiry of the Option Year under the Master Agreement”); or
- (c) the date on which the last Deliverable, or Deliverables, ordered during either of the Base Year or Option Year, as applicable, pursuant to this Purchase Agreement, are delivered to and accepted by the Purchaser.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Schedule B – Financial Terms

1.0 Deliverables

- 1.1 The Vendor agrees to provide the Deliverables to the Purchaser in compliance with the Master Agreement and this Purchase Agreement as more particularly specified in Schedule C (Deliverables) to this Purchase Agreement. Subject to the Master Agreement, the Price for the provision of the Deliverables shall be as specified in Schedule D (Price) to this Purchase Agreement. Unless otherwise specified in Schedule D (Price), the Vendor shall invoice the Purchaser for the Deliverables provided under this Purchase Agreement in accordance with the terms set out in this Schedule B - Section 2.1 (Invoicing and Payments).

2.0 Payment

2.1 Invoicing and Payments

- (a) The Purchaser shall be invoiced in accordance with the following procedures unless otherwise specified elsewhere in this Purchase Agreement. Payment will be made only in Canadian funds. Terms for payment of invoices shall be net 30 calendar days from the date of acceptance of the Deliverables by the Purchaser in accordance with this Purchase Agreement.
- (b) All invoices covering purchases by the Purchaser must:
- (i) Itemize any applicable taxes owing separate from the basic cost of the Deliverables;
 - (ii) Indicate the number of Deliverables delivered to the Purchaser;
 - (iii) Indicate the unit price for the Deliverables and the total amount payable by Purchaser in respect of items delivered (for the avoidance of doubt, Prices are based on the purchase order date and not the delivery date);
 - (iv) Include the purchase order number (if applicable), complete shipping and invoicing address (shipping costs are the responsibility of the Vendor); Vendor Contract number (i.e. RFP Number), Purchaser contact name, telephone and email address; Vendor name, address, telephone and email address; order date; delivery date; product code number; quantity; product description; unit Price; total dollar value of order/purchase; HST itemized separately; terms of payment: net 30 calendar days and signature of authorized Purchaser;
 - (v) Invoices that are not properly completed and signed, or which are lacking any of the information required in (v) above, or contain a billing error will not be processed and will be returned unpaid to the Vendor with a description of the billing error or missing information; and
 - (vi) Be supported by detailed Records maintained by the Vendor for a period of seven (7) years following completion or termination of the

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Master Agreement and made available to the Purchaser upon request, notwithstanding such completion or termination.

2.2 Payment According to Contract Prices

(a) The Purchaser shall be exclusively responsible for the payment to the Vendor for the Deliverables in accordance with the terms and conditions of this Purchase Agreement. The Parties agree that the OPS including Metrolinx shall not be responsible for any payment or other obligation under this Purchase Agreement.

2.3 Hold Back or Set Off

(a) The Purchaser may hold back or set off against payment twice the estimated cost of any Defect if, in the opinion of the Purchaser acting reasonably, the Vendor has failed to comply with any requirements of the Contract. This amount will be paid immediately by the Purchaser upon rectification of the Defect by the Vendor.

2.4 No Expenses or Additional Charges

(a) There shall be no other charges payable to the Vendor under this Purchase Agreement other than the Prices established under this Purchase Agreement and otherwise payable hereunder in respect of the Vendor's provision of the Deliverables.

2.5 Payment of Taxes and Duties

(a) Unless otherwise stated, the Vendor shall pay all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Contract.

2.6 Withholding Tax

(a) The Purchaser shall withhold any applicable withholding tax from amounts due and owing to the Vendor under this Purchase Agreement and shall remit it to the appropriate government in accordance with applicable tax laws.

2.7 Interest on Late Payment

(a) The interest rate for any late payment occurring only through no fault of the Vendor or on account of force majeure will prevail and shall not exceed the general rate of interest on overpayment of provincial taxes in effect on the date that the payment went into arrears.

3.0 Option Year Price Adjustments

3.1 Prices shall be subject to PPI adjustment for all orders placed in the Option Years as described in Schedule B - Section 4.0 (Option Year Price Adjustments) of the Master Agreement.

4.0 Manuals and Drawings Hold Back

4.1 Pursuant to this Purchase Agreement and without limitation to any other remedies the Purchaser may have, the Purchaser shall hold back three percent (3%) of the Price of the last Bus to be accepted hereunder until all of the applicable manuals,

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

drawings, diagrams, special tools and diagnostic equipment have been delivered as per Appendix A - Technical Specifications (Section OR 4.0 (Manuals, Documents and Drawings), OR 5.0 (Supplied Diagnostic Equipment and Software), and OR 6.0 (Special Tools)), as the case may be, it being understood that the release of any such holdback by a Purchaser to the Vendor shall not operate as a waiver of the Vendor's obligation to provide the Deliverables in accordance with the Contract.

5.0 Program Cost Recovery Fee

5.1 All orders made by the Purchaser during the Base Year or Option Year(s), as applicable, are subject to a Program Cost Recovery fee that will be paid to Metrolinx upon issuance of a purchase order.

5.2 The program cost recovery fee structure for this Contract is:

(a) A participation fee is applicable for this joint procurement, as described in section 4.9 of the Multi-Year Governance Agreement, dated April 1, 2019. The actual participation fee is structured as a percentage of the purchased bus price for each transit agency. The participate fee structure is outlined in the table below.

Number of Buses Purchased	Participation Fee Percentage of Bus Price
1 – 2	0.90%
3 – 4	0.65%
5+	0.45%
Maximum Fee	\$40,000

6.0 Exclusivity and Work Volumes

6.1 The Vendor acknowledges that it is providing the Deliverables on an exclusive basis for Deliverables ordered during the Base Year, and during the Option Year as applicable. The Purchaser makes no representation regarding the volume of Deliverables and Work to be ordered under this Purchase Agreement in the Base Year or Option Year, if exercised.

7.0 Survival

7.1 The obligations contained in this Schedule shall survive the termination or expiry of the Contract.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

IN WITNESS WHEREOF the Parties hereto have executed this Purchase Agreement as of the date first above written.

The Corporation of the City of Sault Ste. Marie

Signature:

Name: Matthew Shoemaker

Title: Mayor

I have the Authority to bind the Purchaser.

The Corporation of the City of Sault Ste. Marie

Signature:

Name: Rachel Tyczinski

Title: City Clerk

I have the Authority to bind the Purchaser.

New Flyer Industries Canada ULC

Signature:

Name: Jennifer McNeill

Title: Vice President, Sales & Marketing

I have Authority to bind the Vendor.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Schedule C – Deliverables

The following information, as applicable, is to be provided by the Vendor in this Schedule prior to executing this Purchase Agreement or following execution of this Purchase Agreement, as agreed to by the Parties:

- Detailed description of the Deliverables and Options selected identified in detailed Vendor quote and attached to the executed Purchase Agreement
 - **Options:** See Schedule D – Price, Requested Changes chart for a breakdown of options or New Flyer Industries Canada, ULC Proposal for further information.
 - **Deliverables:** Deliverables provided per Metrolinx contract. Please see New Flyer Industries Canada, ULC Proposal for further information.
- Purchaser postal address where Deliverables are to be delivered. Can be included in the header of the detailed Vendor quote.

The Corporation of the City of Sault Ste. Marie
111 Huron Street
Sault Ste. Marie, ON, P6A 5P9

- Milestones, dates, timelines

New Flyer of America Inc.
MILESTONE PAYMENT OPTIONS
City Of Sault Ste. Marie

Bus Price \$ 854,172 CAD
Annual Discount Rate offered 7.5%

Terms – Payment Net 30 for all Milestones	Percentage	Amount	Discount	Net Payment
Option 1:				
Receipt of Purchase Order	20%	\$170,834	(\$12,813)	\$158,022
Engine Installation	55%	\$469,795	(\$5,309)	\$464,485
Acceptance	25%	\$213,543	-	\$213,543
Total Option 1		\$854,172	(\$18,122)	\$836,050
Option 2:				
Approval for Shipment from Facility	75%	\$640,629	(\$7,240)	\$633,389
Acceptance	25%	\$213,543	-	\$213,543
Total Option 2		\$854,172	(\$7,240)	\$846,932
Option 3:				
Engine Installation	40%	\$341,669	(\$3,861)	\$337,807
Approval for Shipment from Facility	35%	\$298,960	(\$1,843)	\$297,117
Acceptance	25%	\$213,543	-	\$213,543
Total Option 3		\$854,172	(\$5,704)	\$848,468

- Delivery schedule
 - The delivery schedule will be finalized once a PO is received by New Flyer Industries Canada, ULC and will fall within the delivery requirements of the contract.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Schedule D - Price

The following information, as applicable, is to be provided by the Vendor in this Schedule prior to executing this Purchase Agreement or following execution of this Purchase Agreement, as agreed to by the Parties:

- Prices as per the Master Agreement, Attachment #1 – RFP-2023-PROC-450 – Contract Prices
 - See below in the *Price Breakdown* table
- Prices for selected Options as per the Master Agreement, Attachment #2 – RFP-2023-PROC-450 – Contract Prices (Options)
 - See below in the *Requested Changes* table
- Invoicing process if different from Schedule B - Section 2.1 (Invoicing and Payments)

Price Breakdown:

Metrolinx Starting Price	\$853,499.00	Contract Price
Changes	\$673.37	Breakdown in Requested Changes table below
Revised Bus Price	\$854,172.37	
Quantity	2	
Total Contract Price	\$1,708,344.74	

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

Requested Changes:



Property: City Of Sault Ste. Marie
 Option Origin: Metrolinx RFP-2023-PROC-450
 Sales Release No.: 2024-127
 Quantity: 2
 Bus Type: XD40

Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Data	
						Price per coach	Extended Total
Base Bus Price Change	4	260	Battery		2 Odyssey 8D Absorbed Glass Mat (AGM) maintenance free batteries. 1500 CCA	202.15	404.30
	5	410	Compartment		Drop posts: 1/2" positive, 3/8" negative.	16.13	32.25
	6	470	Tapping Plates		Add Advertisement Card retainer strips	38.45	76.90
			Destination Signs		Add front destination sign LED light with switch.		
	7	280	Passenger Signal		Add passenger signals to match SR2740 (with two pull cords at the first street and curbside pillars forward of the face of the upper deck.)	(68.22)	(136.44)
	8	280	Passenger Signal		Add six push buttons (3/side) on upper deck seating stanchions, aisle facing	149.16	298.32
	9	286	Elect - Instrument & Switch		Add drivers stop request lamp	76.58	153.16
	10	284	Elect - Side/Console		Add Toggle chime test switch on the side console	5.87	11.74
					front sunvisor from black padded to black rollerblined & side sunvisor to black rollerblined	(540.64)	(1,081.28)
	14	422	Body A/P After Paint		Change destination signs to match SR2740	327.24	654.47
	17	470	Destination Signs		Change passenger seats to American Seating to match SR2740	(14,448.50)	(28,897.00)
	18	526	Seating & Stanchions		Change drivers seat to 9110LX3	(854.60)	(1,709.21)
	19	526	Seating & Stanchions		Add two dash fans (Two Fans, one 9.14" left of center and one 3.41" right of center. Requires 600-025C provision brackets (P/N 580296))	746.04	1,492.08
	21	600	Customer Options		Add three trays to SDS box	454.52	909.04
	22	600	Customer Options		Add farebox provisions only with power and ground to chassis (ground strap inside pedestal)	0.00	0.00
	23	600	Customer Options		Add SafeFleet (Seon system) per SR2740	11,837.05	23,674.11
	25	600	Customer Options		Add provisions for passenger counters per SR2740	233.68	467.35
26	600	Customer Options		Delete SmartRider & Add Barksdale mechanical leveling valves with Parker kneeling block (per SR2740)	2,498.47	4,996.94	
29	203	Suspension Front		Add SDS window pushbutton release, update quote for add/delete option item #17	0.00	0.00	
30	460	Windows					
Base Bus Price Change Total						673.37	1,346.74
Grand Total						673.37	1,346.74

ADDITIONAL SCHEDULES TO SAMPLE PURCHASE AGREEMENT (if applicable)

- Subsequent Option Year orders and/or new purchase orders are to be added to this Schedule.

Proposal Description	Supply and Delivery of Twelve (12) Metre Diesel Transit Buses, 12m Hybrid, 18m Diesel and 18m CNG
Proposal Number	RFP-2023-PROC-450

New Flyer Industries Canada, ULC Proposal

Please refer to the complete New Flyer Industries Canada, ULC proposal as presented to The Corporation of the City of Sault Ste. Marie for more information.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-7

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sedgwick Canada Inc. Sedgwick Du Canada Inc. for independent claims adjusting services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 3, 2025 between the City and Sedgwick Canada Inc. Sedgwick Du Canada Inc. a copy of which is attached as Schedule "A" hereto. This Agreement is for independent claims adjusting services.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**INDEPENDENT CLAIMS ADJUSTING SERVICES AGREEMENT FOR
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

THIS AGREEMENT made in duplicate this 3rd day of February, 2025.

B E T W E E N:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the "Municipality")

- and -

**SEDGWICK CANADA INC.
SEDGWICK DU CANADA INC.**

(herein referred to as the "Adjuster")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement (the "Agreement") shall be for a term of three (3) years commencing February 28, 2025 and ending February 28, 2028 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the Municipality in accordance with this Agreement, by operation of law or otherwise, and further provided that the Adjuster has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Agreement shall automatically extend for an additional two (2) years upon completion of the Term here (hereinafter the "Renewal Term") on the same terms and conditions provided that the Municipality has not provided notice of termination as set out in Section 7(4) herein.

2. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as Schedules "A" and "B" to this Agreement.

3. DOCUMENTS

- (1) The following list is an exact list of the Contract Documents referred to in Section 2(1) of this Agreement:
 - (a) Proposal for Independent Claims Adjusting Services City of Sault Ste. Marie – File #2024LGL-01-P (the "Adjuster's Proposal") being Schedule "A" to this Agreement; and
 - (b) Request for Proposal – Independent Claims Adjusting Services for the City of Sault Ste. Marie (the "RFP") being Schedule "B" to this Agreement.

- (2) In the event of a conflict or inconsistency between the Adjuster's Proposal and the RFP, the RFP shall prevail.

4. EXECUTION OF WORK

- (1) The Adjuster shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Adjuster either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Adjuster shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Adjuster shall invoice the Municipality monthly for the Work performed for the Municipality in the previous thirty (30) days at the rates outlined on page 4 and entitled "Claims Adjusting Fee Schedule" of the Adjuster's Proposal, and rates as listed are payable in Canadian Dollars.
- (2) Except where a dispute arises with respect to the accuracy of an invoice, the Municipality shall pay to the Adjuster the invoiced amount within thirty (30) days of receipt thereof.
- (3) Where a dispute arises with respect to the accuracy of an invoice issued by the Adjuster, the Parties shall make every reasonable effort to resolve the discrepancy, including undertaking a review of the account records. Where the discrepancy is resolved, the Adjuster shall prepare and issue a revised invoice and the Municipality shall pay such invoice in accordance with Section 5(2) of this Agreement. Where the Parties are unable to resolve the discrepancy, the Municipality's auditor shall be appointed to carry out an audit of the invoice and all related records and the costs of such audit shall be borne equally by the Parties.
- (4) The Adjuster may request disbursements and other expenses outside of the Adjuster's regular fees on an as needed basis. Such requests shall be completed by way of a formal invoice form.
- (5) The Adjuster shall submit to the Municipality separate invoice forms for the Adjuster's fees and the expenses outlined in Section 5(4) of this Agreement.

6. REPORTS

The Adjuster shall provide the following report to the Municipality at the interval set out:

Report	Explanation	Frequency of Submission
Bordereau	Updated list of claims, with reserves and expense	Every 6 months
Stewardship Report	Report that provides an overview of our risk management program	Annually

7. TERMINATION OF AGREEMENT

- (1) In the event that the Adjuster breaches any provision of this Agreement, the Municipality shall notify the Adjuster in writing of the nature of said breach, and the Adjuster shall be given fifteen (15) days to remedy the violation. If the Adjuster has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:
 - (a) Waive the breach;
 - (b) Make any other mutually agreeable arrangement with the Adjuster; or
 - (c) Terminate this Agreement pursuant to Section 7(3) of this Agreement.
- (2) In addition to Section 7(1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) The Municipality may terminate this Agreement, without cause or reason, by giving the Adjuster thirty (30) days written notice.
- (4) At the end of the Term, the Municipality may terminate this Agreement by providing the Adjuster with sixty (60) days written notice of termination. In the event such notice is given, the Agreement shall terminate at the end of the Term. If the Municipality does not provide notice at the end of the Term as set out herein, this Agreement shall automatically renew for a period of two (2) years on the same terms and conditions.
- (5) Upon termination of this Agreement, the Adjuster and the Municipality shall forthwith pay to each other any monies owing to date, and the Adjuster shall return any incomplete account materials.

8. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Adjuster or any of its officers, employees, agents contractors or any other person, howsoever caused.

9. INDEMNIFICATION

The Adjuster shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Adjuster or by its officers, employees, agents or contractors in connection with the performance of the Adjuster's obligations under this Agreement or from this Agreement.

10. INSURANCE

- (1) The Adjuster shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of Services pursuant to this Agreement.

(2) **Commercial General Liability**

The Adjuster shall, during the Term of this Agreement, and any renewal thereof, at its own expense, maintain in effect, with an insurer licensed to do business in Ontario, Commercial General Liability Insurance satisfactory to The Corporation of the City of Sault Ste. Marie and underwritten by an insurer licensed to conduct business in Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
- (b) Add The Corporation of the City of Sault Ste. Marie as an Additional Insured with respect to operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Contractual Liability
- (g) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Adjuster shall take out and keep in force Professional Liability Insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under the Agreement. The policy SIR/Deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Adjuster at the Adjuster's sole expense.

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use of operation of vehicles owned, operated or leased by the Contractor.

Primary Coverage

The Adjuster's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

Certificate of Insurance

The Adjuster shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

11. ASSIGNMENT

The Adjuster shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment,

the Adjuster shall ensure that any assignee undertaking any of the Adjuster's obligations hereunder shall be bound by the terms of this Agreement. The Adjuster shall not be released of its obligation to the Municipality by reason of the assignment, and the Adjuster shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

12. MUNICIPALITY AND ADJUSTER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Shelley Olar
Risk Manager
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Telephone: (705) 759-5768
Email: s.olar@cityssm.on.ca

Sedgwick Canada Inc. Sedgwick Du Canada Inc.
Janissa Johnston
Assistant Vice President, Sales and National Accounts
5915 Airport Road, Suite 200
Mississauga, ON L4V 1T1
Telephone: (416) 500-0069
Email: Janissa.Johnston@sedgwick.com

13. AMENDMENTS

The Municipality and the Adjuster hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

14. ENTIRE AGREEMENT

The Adjuster acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

15. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

16. GOVERNING LAW

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 3rd day of February, 2025.

SEDGWICK CANADA INC. SEDGWICK DU CANADA INC.

Per: _____
Scott Rogers
Executive Vice President and Chief Growth Officer

I have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Rachel Tyczinski
City Clerk

Per: _____
Matthew Shoemaker
Mayor

We have the authority to bind the Corporation



SECTION 3

3. SUBMISSION REQUIREMENTS

To be completed online through the Bidding System

3.1 Experience & References

Complete these items within the Bidding System:

Step 3 — References

COMPANY OVERVIEW — PROFILE OF CLAIMS ADJUSTING FIRM

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Line Item	Introduction & Overview
1	<p>At Sedgwick, taking care of people is at the heart of everything we do, and it is the foundation of our caring counts philosophy. Founded as a regional third-party administrator (TPA) in 1969, Sedgwick has decades of experience providing claims adjusting services.</p> <p>In 2004, Sedgwick opened an office in Canada as a result of a growing demand from our U.S. clients to deliver a service model consistent with our best practice model in the U.S. Since then, our services in Canada have continued to grow year after year. In 2016, we introduced Vericclaim Canada to meet the demand for major and complex loss in specialty lines of claims administration, including marine. Through the global acquisition of Cunningham Lindsey in 2018, our footprint in Canada broadened substantially, enabling us to expand our loss-adjusting presence and corporate account group significantly.</p> <p>Sedgwick’s Canadian office has been helping U.S.-based clients manage their exposures in Canada for the last 12 years. We have expanded Sedgwick’s operations in Canada to grow our international footprint and better serve the Canadian market. Currently, we have over 400 colleagues in 37 locations across Canada, with our head office located in Mississauga, Ontario. We can provide broad geographical coverage, deep local expertise and regional customization for a nationwide infrastructure focused on delivering high-quality services catering to the evolving needs of our clients. Through the Sedgwick team, complete and customer-centric services are provided across all provinces in English and French.</p> <p>Sedgwick offers a nationwide infrastructure focused on delivering high-quality services catering to the particular needs of the Canadian market in the areas of property, liability, auto and niche</p>



industry claims administration and adjusting services.

Our Canadian teams are licensed in all 10 provinces and two territories to ensure compliant claims administration. Currently, the Mississauga office has 28 colleagues providing end-to-end claims services. They are supported by bilingual colleagues in our Quebec office. Our local knowledge and extensive experience position us to deliver consistent claims administration, accurate data capturing, competitive pricing and excellent account management.

Our Canadian solutions consist of property claims administration; auto/motor liability claims administration; catastrophe response; employers' liability claims services; engineering, fire and environmental services; forensic accounting; general liability claims administration; loss adjusting; major and complex loss; marine claims services; product liability/recall; building consultancy; Canadian workers' compensation consultation/claims oversight; and technology.

Cover Letter

December 13, 2024

The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6

Re: Request for proposal for insurance claims adjuster services

Dear the City of Sault Ste. Marie evaluation committee,

On behalf of Sedgwick Canada, Inc., a subsidiary of Sedgwick Claims Management Services, Inc. (Sedgwick), thank you for the opportunity to present our ideas and responses to the City of Sault Ste. Marie's (the City's) request for proposal (RFP) for claims adjusting services for claims settled under various property and casualty insurance policies.

We know that the disposition of claims is where the true savings rest and we demonstrate this daily for our customers. Our goal is to maintain our partnership with the City and the program that is responsive to your needs and those of your constituents. Our proposal allows the City to gain a better understanding of our comprehensive service offerings, as well as our resources and experience managing similar programs. Our custom approach uniquely positions Sedgwick with:

- Proactive, measurable solutions that will reduce the City's total cost of risk (TCOR)
- Full disclosure of our best-in-class operations and cost transparency
- Expertise in municipal affairs and public entity governance
- Quality metrics and analytic programs that ensure superior outcomes

Our vast experience with the City as well as other municipalities and public entities across Canada has allowed us to develop a team that is familiar with the possible challenges faced by the City. Your claimants are members and constituents of the community, and this relationship has a delicate balance. Our team has created solutions to meet the various needs of the City's diverse community. Diversity and inclusion of culture, language, religion and ethnicity are held in the highest regard by our staff.

Sedgwick colleagues demonstrate the very fundamentals of our caring counts® philosophy every day, which is vital to our success. At Sedgwick, taking care of people is at the heart of everything we do. It is our strength and approach to handling each claim that sets us apart from any other provider. Our years of stability in industry leadership, senior management, financial controls and governance have allowed us to achieve unmatched performance for our clients.



Sedgwick would be honored to continue our existing partnership with the City, and we are committed to delivering expertise, consistency and compassion for each claim we manage. We are confident in our ability to continue delivering a best-in-class solution that exceeds expectations and drives optimal outcomes.

Upon review of our proposal, should any questions arise, please contact Janissa Johnston, assistant vice president sales and national accounts, at 416.500.0069 or Janissa.Johnston@sedgwick.com. Janissa will serve as the main point of contact for Sedgwick during the RFP and procurement process. We look forward to additional discussion regarding how Sedgwick can continue to fulfill the needs of the City. As the undersigned, I am authorized to contractually bind our firm. Thank you again for considering Sedgwick.

Sincerely,

Scott Rogers
Executive Vice President and Chief Growth Officer
Sedgwick Claims Management Services, Inc.

Janissa Johnston
Assistant Vice President, Sales and National Accounts
Sedgwick Canada, Inc.

Claims Adjusting Fee Schedule

Firm's Hourly Rate – Junior Adjuster \$ 125 /hour
 Firm's Hourly Rate – Intermediate Adjuster \$ 125 /hour
 Firm's Hourly Rate – Lead Adjuster \$ 125 /hour
 Flat Rate Fee (\$0 to 0) \$ 0 /claim
 Included Services:

Not applicable

Not applicable

Not applicable

Not applicable

Claims Set-Up Fee (if applicable) \$ 125 /claim

Miscellaneous Extra Charges

(please indicate)

<u>None</u>	\$ <u>—</u>	per	<u>—</u>
<u>None</u>	\$ <u>—</u>	per	<u>—</u>
<u>None</u>	\$ <u>—</u>	per	<u>—</u>
<u>None</u>	\$ <u>—</u>	per	<u>—</u>
<u>None</u>	\$ <u>—</u>	per	<u>—</u>

Additional charge for after hours work None \$ — per —
 (if applicable)

(or minimum hours billed for after hours worked) None

Indicate and define portion of hours if and where applicable: None



Section 4

4. Appendices

Applicable documents

Form of Agreement

A sample Form of Agreement, which will form the basis of any negotiation for the Work is provided in the Documents section of this bid opportunity. Proponents will clearly indicate in the response box below, any condition in the Form of Agreement that is not acceptable and provide alternate wording for the City's Solicitor review and consideration.

If the Form of Agreement is acceptable, proponents will select the check box to opt out of completing the form.

We will not be submitting for FORM OF AGREEMENT

Line Item	Response
1	<p>9. INDEMNIFICATION</p> <p>The Adjuster shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Adjuster or by its officers, employees, agents or contractors in connection with the <u>Adjuster's negligence or willful misconduct in the</u> performance of the Adjuster's obligations under this Agreement or from this Agreement.</p> <p>Explanation: <i>Sedgwick agrees to provide indemnity for its own negligence or willful misconduct.</i></p> <p>10. INSURANCE</p> <p><u>Primary Coverage</u></p> <p>The Adjuster's <u>general and auto liability</u> insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.</p> <p>Explanation: <i>Not all policies afford coverage for primary and non-contributory. Specifying the ones that do.</i></p>

INVOICE



Sedgwick Canada Inc.

5915 Airport Road, Suite 200 , Mississauga, ON L4V 1T1
Tel.: (888) 601-6228 Fax: (905) 671-7819

IN ACCOUNT WITH;

Attention:

Insured:

Claimant:

Policy Number:

Your Claim No.:

Claim Type:

Our File No.:

Invoice No: [REDACTED] **Date:**

Bill Type:

Branch:

Loss Date:

Adjusting Services - Flat Rate		\$750.00
Terms: Due Upon Receipt	PST/QST	\$0.00
Claims Adjustment Services - GST Exempt	GST/HST	\$0.00
	Total	\$750.00
Your Portion: 100.0000%		** Total Due ** \$750.00

Please include our invoice number **600204872657-1** on your remittance of **CAD \$750.00** to
For Canadian Dollar: C/O T44160C P.O. Box 4416, STATION A, Toronto, ON M5W 0G3
For U.S. Dollar: C/O T44160U P.O. Box 4416, STATION A, Toronto, ON M5W 0G3
This assignment is being handled by Adjuster Name _____ who can be reached at Phone number _____
Email Remittance to: AReivable@Sedgwick.com

Canadian Dollar		U.S. Dollar	
Beneficiary Bank	Royal Bank of Canada	Beneficiary Bank	Royal Bank of Canada
Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9	Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9
Transit Number	06021	Transit Number	06021
Bank Number	003	Bank Number	003
SWIFT	ROYCCAT2	SWIFT	ROYCCAT2
Account Name	Sedgwick Canada Inc.	Account Name	Sedgwick Canada Inc.
Account Number	1008317	Account Number	4003729
Reference	Invoice Number	Reference	Invoice Number

Fax Payment Notice to: 1-877-917-4369. For more information please contact the Accounts Receivable Department at: 1-888-377-0790

GST/TPS 83084 3819

We thank you for your business!
Please return this copy with your remittance

PST/TVQ 1213772097

INVOICE



Sedgwick Canada Inc.

5915 Airport Road, Suite 200 , Mississauga, ON L4V 1T1

Tel.: (888) 601-6228 Fax: (905) 671-7819

IN ACCOUNT WITH:

Attention:

Insured:

Claimant:

Policy Number:

Your Claim No.:

Claim Type:

Our File No.:

Invoice No:

Date:

Bill Type: Interim

Branch:

Loss Date:

Adjusting Services		\$125.00
Terms: Due Upon Receipt	PST/QST	\$0.00
Claims Adjustment Services - GST Exempt	GST/HST	\$0.00
	Total	\$125.00
Your Portion: 100.0000%		** Total Due ** \$125.00

Please include our invoice number on your remittance of CAD \$125.00 to
 This assignment is being handled by Adjuster name who can be reached at Phone Number

SAMPLE

Wire Payment Instructions for Account rendered in			
Canadian Dollar		U.S. Dollar	
Beneficiary Bank	Royal Bank of Canada	Beneficiary Bank	Royal Bank of Canada
Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9	Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9
Transit Number	06021	Transit Number	06021
Bank Number	003	Bank Number	003
SWIFT	ROYCCAT2	SWIFT	ROYCCAT2
Account Name	Sedgwick Canada Inc.	Account Name	Sedgwick Canada Inc.
Account Number	1008317	Account Number	4003729
Reference	Invoice Number	Reference	Invoice Number

Fax Payment Notice to: 1-877-917-4369. For more information please contact the Accounts Receivable Department at: 1-888-377-0790

We thank you for your business!



Cost Center:

Customer:	Our File Number:
Claim Number:	Date of Loss:
Insured:	Invoice #:

Work Date	Producer Hours/Mileage/Units
01/05/2024	
01/05/2024	
01/05/2024	
01/05/2024	
01/05/2024	
01/05/2024	
01/05/2024	
02/23/2024	
02/23/2024	
02/23/2024	
02/23/2024	
04/10/2024	
04/10/2024	
05/27/2024	
07/09/2024	
08/26/2024	

SAMPLE

INVOICE



Sedgwick Canada Inc.

45 Vogell Road Suite 210, Richmond Hill, ON L4B 3P6

Tel.: (905) 707-5527 Fax: (866) 907-6190

IN ACCOUNT WITH:

Address

Attention:

Insured:

Claimant:

Policy Number:

Your Claim No.:

Claim Type: GENERAL LIABILITY

Our File No.:

Invoice No: [REDACTED] **Date:**

Bill Type: Interim **Previous Invoice Date:**

Branch:

Loss Date:

Adjusting Services		\$376.20
Secretarial		\$0.00
Telephone/Fax/Cellular Phone		\$0.00
Terms: Due Upon Receipt	PST/QST	\$0.00
Claims Adjustment Services - GST Exempt	GST/HST	\$0.00
	Total	\$376.20
Your Portion: 100.0000%		** Total Due **
		\$376.20

Please include our invoice number **600204869861** on your remittance of CAD **\$376.20** to
For Canadian Dollar: C/O T44160C P.O. Box 4416, STATION A, Toronto, ON M5W 0G3
For U.S. Dollar: C/O T44160U P.O. Box 4416, STATION A, Toronto, ON M5W 0G3
This assignment is being handled by Adjuster Name who can be reached at Phone Number
Email Remittance to: AReivable@Sedgwick.com

Wire Payment Instructions for Account rendered in			
Canadian Dollar		U.S. Dollar	
Beneficiary Bank	Royal Bank of Canada	Beneficiary Bank	Royal Bank of Canada
Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9	Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9
Transit Number	06021	Transit Number	06021
Bank Number	003	Bank Number	003
SWIFT	ROYCCAT2	SWIFT	ROYCCAT2
Account Name	Sedgwick Canada Inc.	Account Name	Sedgwick Canada Inc.
Account Number	1008317	Account Number	4003729
Reference	Invoice Number	Reference	Invoice Number

Fax Payment Notice to: 1-877-917-4369. For more information please contact the Accounts Receivable Department at: 1-888-377-0790

INVOICE



Sedgwick Canada Inc.

45 Vogell Road Suite 210, Richmond Hill, ON L4B 3P6
 Tel.: (905) 707-5527 Fax: (866) 907-6190

IN ACCOUNT WITH:

Address:

Attention:

Insured:	Our File No.:
Claimant:	Invoice No.:
Policy Number:	Bill Type: Previous Invoice Date:
Your Claim No.:	Branch:
Claim Type: GENERAL LIABILITY	Loss Date:

Adjusting Services	\$376.20
Secretarial	\$0.00
Telephone/Fax/Cellular Phone	\$0.00
Terms: Due Upon Receipt	PST/QST \$0.00
Claims Adjustment Services - GST Exempt	GST/HST \$0.00
	Total \$376.20
<hr/>	
Your Portion: 100.0000%	** Total Due ** \$376.20

Please include our invoice number **600204869861** on your remittance of CAD **\$376.20** to
 This assignment is being handled by **Adjuster Name** who can be reached at **Phone #**

Canadian Dollar		Wire Payment Instructions for Account rendered in		U.S. Dollar	
Beneficiary Bank	Royal Bank of Canada	Beneficiary Bank	Royal Bank of Canada	Beneficiary Bank	Royal Bank of Canada
Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9	Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9	Bank Address	70 York Street Suite 1253 Toronto, Ontario, M5J 1S9
Transit Number	06021	Transit Number	06021	Transit Number	06021
Bank Number	003	Bank Number	003	Bank Number	003
SWIFT	ROYCCAT2	SWIFT	ROYCCAT2	SWIFT	ROYCCAT2
Account Name	Sedgwick Canada Inc.	Account Name	Sedgwick Canada Inc.	Account Name	Sedgwick Canada Inc.
Account Number	1008317	Account Number	4003729	Account Number	4003729
Reference	Invoice Number	Reference	Invoice Number	Reference	Invoice Number

Fax Payment Notice to: 1-877-917-4369. For more information please contact the Accounts Receivable Department at: 1-888-377-0790

We thank you for your business!
 Please retain this for your file

GST/TPS 83084 3819
PST/TVQ 1213772097



Customer:	Our File Number:
Claim Number:	Date of Loss:
Insured:	Invoice #:

Work Date	Description	Producer Hours/Mileage/Units	
02/17/2024	Email lawyer	333	0.2000
03/18/2024	Review file	333	0.2000
03/22/2024	Email	333	0.2000
03/25/2024	Report 12	333	0.5000
03/25/2024	Report 12	333	0.5000
03/25/2024	Transcription Report 12 (d) March 25, 2024	K00	0.5000
04/10/2024	Telephone Call (Local)	333	0.2000
04/10/2024	Email fwd report	333	0.1000
04/18/2024	Receive and Review Statement of claim/Review file	333	0.5000
05/14/2024	Review file	333	0.2000
07/23/2024	Email fwd report	333	0.2000
07/30/2024	Report 13	333	0.1000
07/30/2024		333	0.4000
		Total Hours	3.8000
Mileage:	0.00	Photocopies:	0.0000
Faxes:	0.00	Photographs:	0.0000
		Adjusting/Appraisal Services:	3.3000
		Secretarial Services:	0.5000
		Total Hours	3.3000

FSRA

Financial Services Regulatory
Authority of Ontario



ARSF

Autorité ontarienne de réglementation
des services financiers



25 Sheppard Ave W, Suite 100
North York, ON
M2N 6S6

Telephone: 416 250 7250
Toll free: 1 800 668 0128

25, avenue Sheppard Ouest, bureau 100
North York (Ontario)
M2N 6S6

Téléphone : 416 250 7250
Sans frais : 1 800 668 0128

Insurance Act Licence

Number:

24C0348-R

This is to certify that

**SEDGWICK CANADA INC./SEDGWICK DU
CANADA INC. O/A SEDGWICK**

is hereby licensed to carry on within Ontario the business of an insurance adjuster for the Companies under All Classes of policies as defined in Sections 397 and 400 of the Insurance Act (Ontario), until:

June 30, 2025

unless this licence is lawfully suspended or revoked before that date. It is understood that the person(s) listed on the application is (are) authorized to act for and on behalf of the Licensee in transacting the business as designated on this licence.

Toronto, May 14, 2024

Mark White

Chief Executive Officer

Loi sur les assurances permis

numéro

24C0348-R

est autorisé par le présent

**SEDGWICK CANADA INC./SEDGWICK DU
CANADA INC. O/A SEDGWICK**

est titulaire d'un permis l'autorisant à faire des affaires en Ontario en tant qu'expert en assurances pour les compagnies des polices de toutes catégories d'assurance telles qu'elles sont résumées dans les articles 397 et 400 de la Loi sur les assurances de l'Ontario, jusqu'au

30 Juin 2025

sauf en cas d'annulation ou de suspension légale du permis avant cette date. Il est entendu que la (les) personne(s) mentionnée(s) dans la demande est (sont) autorisée(s) à agir pour le compte et au nom

du titulaire du permis pour la conduite des affaires, tel qu'il est indiqué dans le présent permis.

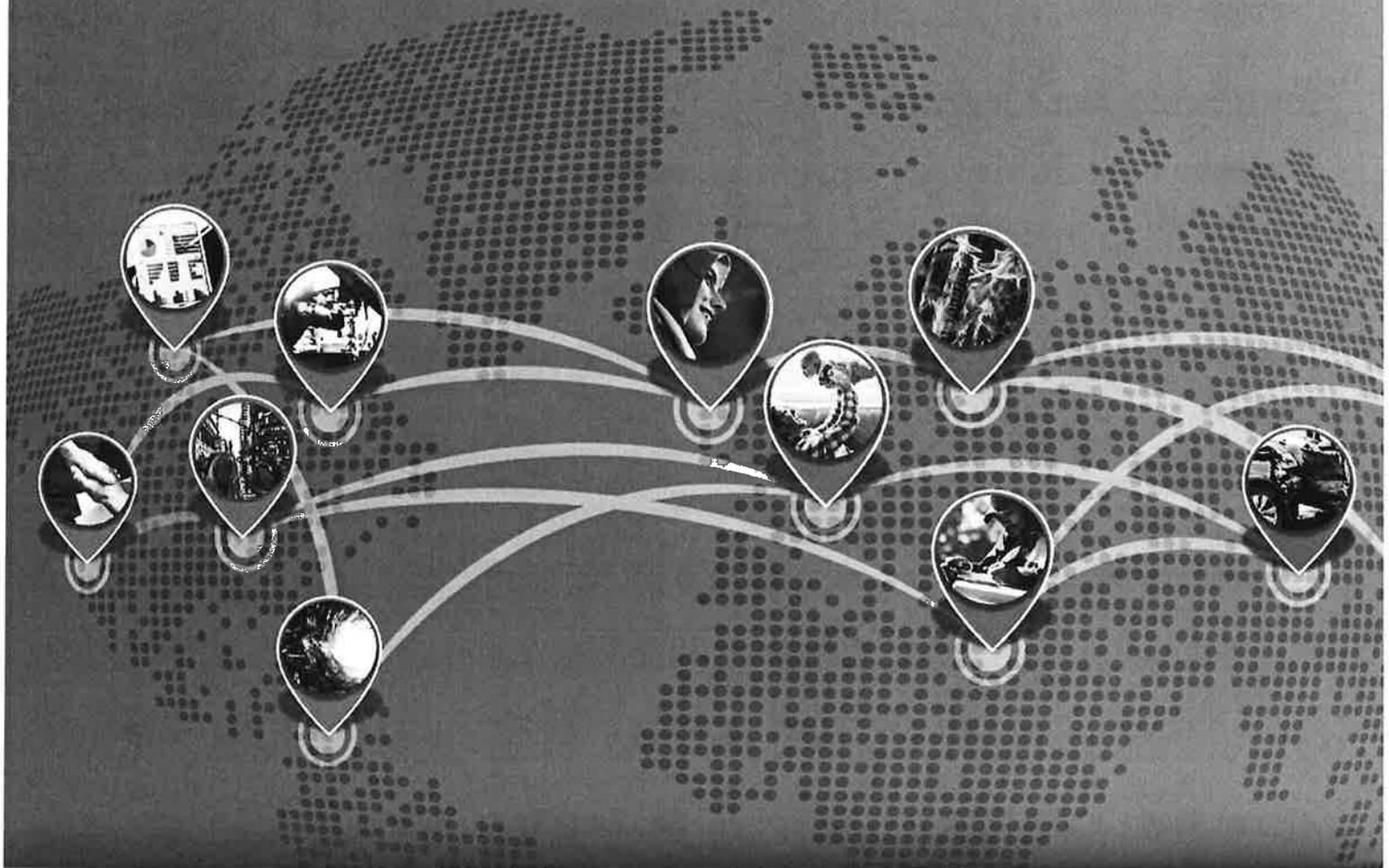
Toronto, le 14 Mai 2024

Mark White

directeur général

Global solutions. Local expertise.

Count on Sedgwick around the world

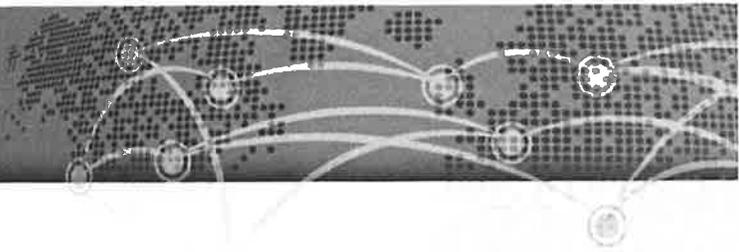


Loss Reporting Capabilities

Sample Reports & Customized Analysis



sedgwick®



CLAIM DETAIL LOSS REPORTS

Claim Level Detail, Grouped by Policy Year:

Account: [dropdown] Location: [dropdown] View Report

Date of Loss From: [dropdown] NULL Date of Loss To: [dropdown] NULL

Examiner: [dropdown] Total Incurred Excess of: [dropdown] NULL

1 of 2 of 2 P 100% Find Next

sedgwick. Date: 02/02/2017 Time: 09:48 AM Page: 1 of 2

Client #	Location	Claimant	Loss Date	Coverage	Cause	Loss Desc.	Status	OS Reserve	Paid	Recovery	Total Incurred
# 2012											
08415106600	North Park Center	Center	2/20/2012	PR	Earthquake	Damage to walls due to earthquake		1000.00	0.00	0.00	1000.00
# 2013											
08415106670	Pacific Place	Place	4/7/2013	PR	Fire	Electrical malfunction led to small store fire		2000.00	0.00	0.00	2000.00
08415106670	Pacific Place	Place	4/7/2013	PR	Final Loss Payment (including supplemental payments)	Electrical malfunction led to small store fire		2000.00	0.00	0.00	2000.00
# 2014											
08415106660	Square One Shopping Centre	Shopping Centre	1/10/2014	PR	Flood	Underground pipe burst and water entered store.		8000.00	9000.00		15000.00
08415106710	Los Cerros Center	Center	11/14/2014	PR	Theft	Theft of computers		3000.00	0.00	0.00	3000.00
08415106700	Shops at North Bridge	Bridge	06/20/2014	PR	Freezing	Pipes burst due to freezing	6/4/2015	0.00	0.00	0.00	0.00

Claim Level Detail, Grouped by Location:

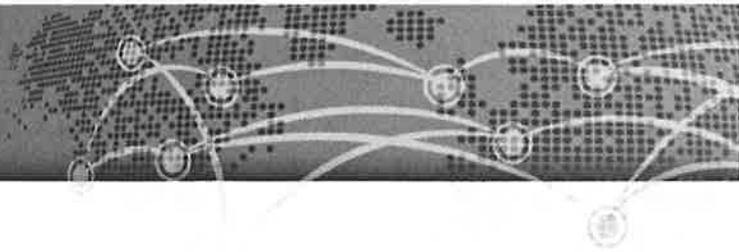
sedgwick. One Line Claim by Location Date: 02/02/2017 Time: 09:57 AM Page: 2 of 41

Client#	Location	Claimant	Loss Date	Coverage	Class	Loss Desc.	Status	OS Reserve	Paid	Recovery	Total Incurred
Africa											
	Mauritius Office	Office	3/26/2015	PR	Electrical Disturbance	electrical power surcharge damaged several equipment.	3/4/2016	0.00	36870.64	0.00	36870.64
	Mauritius Office	Office	5/2/2016	PR	Water Damage - All Other Causes	water damage	7/1/2016	0.00	6347.48	0.00	6347.48
	Mauritius Office	Office	3/28/2015	PR	Legal Expense	electrical power surcharge damaged several equipment	3/4/2016	0.00	36870.64	0.00	36870.64
Total								0.0000	82088.7600	0.0000	82088.7600
Johannesburg											
	Johannesburg Office	Johannesburg Office	11/16/2015	PR	Heil	haleterm caused flooding and extensive damage	9/7/2016	0.00	100.00	0.00	100.00
	Johannesburg Office	Johannesburg Office	6/29/2016	PR	Other	stair ladder fell onto and damaged equipment		5100.00	0.00	0.00	5100.00
Total								5100.0000	100.0000	0.0000	5200.0000

Claim Summary by Coverage w/Drill-down capabilities:

sedgwick. Loss Report Summary With Drilldown Details For The Year 2012,2013 as of 3/30/2018

Coverage	Closed	Open	Total Claims	Paid Loss	Paid Expense	Paid Fee	Reserve Loss	Reserve Expense	Reserve Fee	Total Paid																																																
AL - Bodily Injury	2	0	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																																																
AL - Bodily Injury/PI	2	0	2	\$27,460.27	\$448.75	\$0.00	\$0.00	\$0.00	\$0.00	\$27,909.02																																																
AL - Property Damage	8	0	8	\$17,313.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,313.33																																																
GL - Bodily Injury	3	0	3	\$1,667.89	\$8,807.68	\$0.00	\$0.00	\$0.00	\$0.00	\$10,465.77																																																
GL - Property Damage	3	0	3	\$649.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$649.42																																																
<table border="1"> <thead> <tr> <th>ACC NUM</th> <th>CLAIM NUMBER</th> <th>DATE</th> <th>STATUS</th> <th>EXAMINER</th> <th>LOCATION</th> <th>CLAIMANT</th> <th>ADDR</th> <th>CITY</th> <th>STATE</th> <th>01/01/18</th> <th>06/18</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>06/1</td> <td>C</td> <td>JLeavers - CH Casualty</td> <td>Hoover Elementary</td> <td>Anderson Amy</td> <td>2790 Tovee St</td> <td></td> <td>IA</td> <td>06/29/2012</td> <td>06/1</td> </tr> <tr> <td></td> <td></td> <td>06/1</td> <td>C</td> <td>JLeavers - CH Casualty</td> <td>Clear Lake Community School District</td> <td>Clear Lake School</td> <td></td> <td></td> <td>IA</td> <td>06/29/2013</td> <td>07/1</td> </tr> <tr> <td></td> <td></td> <td>06/1</td> <td>C</td> <td>JLeavers - CH Casualty</td> <td>Clear Creek Elementary School</td> <td>Schultz Joel</td> <td>5233 Cypress Drive</td> <td>Plowman HI</td> <td>IA</td> <td>06/11/2012</td> <td>06/1</td> </tr> </tbody> </table>											ACC NUM	CLAIM NUMBER	DATE	STATUS	EXAMINER	LOCATION	CLAIMANT	ADDR	CITY	STATE	01/01/18	06/18			06/1	C	JLeavers - CH Casualty	Hoover Elementary	Anderson Amy	2790 Tovee St		IA	06/29/2012	06/1			06/1	C	JLeavers - CH Casualty	Clear Lake Community School District	Clear Lake School			IA	06/29/2013	07/1			06/1	C	JLeavers - CH Casualty	Clear Creek Elementary School	Schultz Joel	5233 Cypress Drive	Plowman HI	IA	06/11/2012	06/1
ACC NUM	CLAIM NUMBER	DATE	STATUS	EXAMINER	LOCATION	CLAIMANT	ADDR	CITY	STATE	01/01/18	06/18																																															
		06/1	C	JLeavers - CH Casualty	Hoover Elementary	Anderson Amy	2790 Tovee St		IA	06/29/2012	06/1																																															
		06/1	C	JLeavers - CH Casualty	Clear Lake Community School District	Clear Lake School			IA	06/29/2013	07/1																																															
		06/1	C	JLeavers - CH Casualty	Clear Creek Elementary School	Schultz Joel	5233 Cypress Drive	Plowman HI	IA	06/11/2012	06/1																																															
TOTAL																																																										
No Coverage	4	0	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00																																																
PR - All Risk Buildings	11	0	11	\$11,358.63	\$0.00	\$1,606.00	\$0.00	\$0.00	\$0.00	\$12,964.63																																																
PR - All Risk Contents	3	0	3	\$2,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,648.00																																																
Total	36	0	36	\$31,085.74	\$9,256.43	\$1,606.00	\$0.00	\$0.00	\$0.00	\$42,948.17																																																


Claimant Level Detail (1 of 3):

Insurance Program

 Date: 03/30/2018
 Time: 02:17 PM
 Page: 5 of 90

TAMA - South Tama School District													2012
Claim Number	Suffix	Claimant	Location Code	Loss Dt	Coverage	Cause of Loss	Status	Description	Paid Total	Outstanding Total	Recovery	Incurred Total	
001		Ian McFate		10/01/12	GL		02/12/13	Fatality, struck, killed during practice by a car	\$0.00	\$0.00	\$0.00	\$0.00	
001		Gabriel Beck		04/08/13	AL		10/11/13	Bus rollover	\$27,909.02	\$0.00	\$0.00	\$27,909.02	
002		Daniel Branon		04/08/13	AL		10/11/13	Bus rollover	\$0.00	\$0.00	\$0.00	\$0.00	
003		Cassandra Plovman		04/08/13	AL		10/11/13	Bus rollover	\$0.00	\$0.00	\$0.00	\$0.00	
Total Occurrence 2			Total Claim 4						\$27,909.02	\$0.00	\$0.00	\$27,909.02	

Claimant Level Summary w/Sub-Totals by Policy Year & Loss Location (2 of 3):

Insurance Program

 Date: 03/30/2018
 Time: 02:18 PM
 Page: 6 of 90

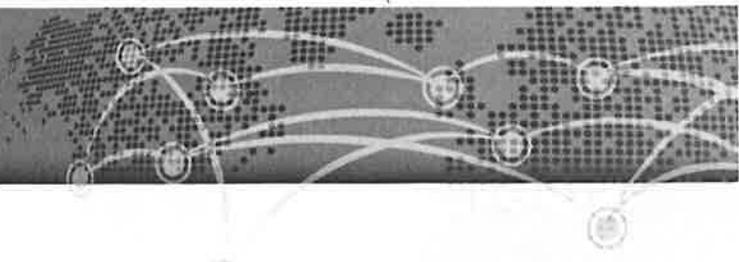
Insurance Program Summary For Policy Year - 2012						
	Occurance Count	Claim Count	Paid Total	Outstanding Total	Recovery	Incurred Total
APLIND	3	3	\$2,160.87	\$0.00	\$0.00	\$2,160.87
Dist						
CLEAR	5	7	\$11,485.70	\$0.00	\$0.00	\$11,485.70
ICCSO	11	11	\$4,777.06	\$0.00	\$0.00	\$4,777.06
POLK	10	10	\$25,613.72	\$0.00	\$0.00	\$25,613.72
TAMA	2	4	\$27,909.02	\$0.00	\$0.00	\$27,909.02
TOTAL	31	31	\$71,946.17	\$0.00	\$0.00	\$71,946.17

Claimant Level Summary - Grand Totals by Policy Year (3 of 3):

Insurance Program

 Date: 03/30/2018
 Time: 02:19 PM
 Page: 90 of 90

Program Summary By Policy Year From - 2012 to 2017						
POLICY YEAR	Occurance Count	Claim Count	Paid Total	Outstanding Total	Recovery	Incurred Total
2012	31	35	\$71,946.17	\$0.00	\$0.00	\$71,946.17
2013	35	36	\$439,426.74	\$0.00	-\$31,998.68	\$407,427.86
2014	55	55	\$180,409.34	\$0.00	-\$23,997.35	\$156,411.99
2015	56	56	\$282,381.42	\$18,999.50	-\$9,191.65	\$292,189.27
2016	92	98	\$10,272,759.61	\$2,180,538.61	-\$29,947.51	\$12,423,350.71
2017	81	93	\$448,415.05	\$212,972.34	-\$889.00	\$660,518.39
TOTAL	350	373	\$11,695,338.33	\$2,412,510.45	-\$96,004.39	\$14,011,844.39



CHECK REGISTERS

Standard Payment Register for Escrow Accounts

Sedgwick

ABC Widgets, Inc.

Friday, April 24, 2015

Period: 01/01/2000 - 04/30/2014

Check Register

Time: 11:48:57 AM

Bank: ABC Widgets, Inc.

Report: C001

Option: All Payments To Be Printed and Printed

Page: 1 of 2

Check#	Payee	Payee ID	Date Issued	Rsv Type	Pmt Type	Pmt Code	Loss	Expense	Claim Number	Claimant	Date Of Loss
0000001	McLarens Opening Balance	12345	10/20/2000	EXP	M	EXP		1,299.00	DEM00101390-01	Gellar/ Monica	10/20/2000
0000100	Monica Gellar	AD_42ME1A	03/01/2002	BI	M	BI	150,000.00		DEM00101390-01	Gellar/ Monica	10/20/2000
0000101	McLarens Opening Balance	12345	06/26/2001	EXP	M	EXP		50.00	CHI01458240-01	Drews/ Ralph	06/26/2001
0000103	Ralph Drews	AD_4FFSEB	06/26/2001	BI	M	BI	200.00		CHI01458240-01	Drews/ Ralph	06/26/2001
0009999	Rachel Green	AD_42ME1O	05/14/2002	BI	M	BI	5,000.00		DEM00101400-01	Green/ Rachel	10/10/2000
0012345	All State Insurance	TP_49MTB0	05/14/2002	BI	R	RC	(2,500.00)		DEM00101400-01	Green/ Rachel	10/10/2000
0013987	Arch Insurance	513480011	06/16/2010	PD-BD	R	PD-BDR	(10,375.00)		CHI08708960-01	/	08/29/2005
0101390	McLarens Opening Balance	12345	01/01/2002	EXP	E	REC		(1,000.00)	DEM00101390-01	Gellar/ Monica	10/20/2000
Total Checks:							142,325.00	349.00			

Reference	Date	Deposit Type	Amount
CTEST INITIAL DEPOSIT	01/01/2000	D	50,000.00
2nd CTEST Deposit	01/31/2000	D	250,000.00
Total Deposits:			300,000.00

Opening Balance	0.00
Deposits and Withdrawals	300,000.00
Checks	(142,674.00)
Ending Balance	157,326.00

Check Register in Excel Format

Check Register
 Period: 02/01/18 to 02/28/18
 Bank Code: LHCAL

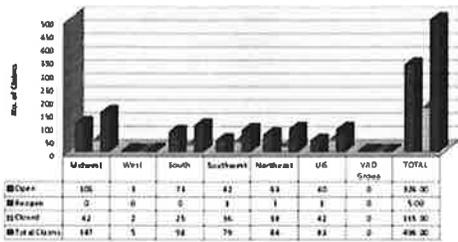
Bank Code	Loss Year	Policy Period	Claim	Check #	Payee	Address 1	City	State	Date Requested	Date Issued	Type	Rev Yr	Pmt Yr	Loss	Expense	Of Loss	Iss	
LHCAL	2017	04/01/17 - 03/31/18	DEM17395960	30026	USAA ASAO JOHNATHAN GASTON	PO Box 1234	Glendale	MI	02/13/18	02/28/18	Auto Liability PROP	C		\$1,645.93	\$0.00	11/22/17	LA1 Ala	
LHCAL	2018	04/01/17 - 03/31/18	DEM18397350	30025	Walter Collision	1000 Michaels Cir	Alexandria	OH	01/31/18	02/07/18	Auto Liability PROP	C		\$321.46	\$0.00	01/09/18	LA1 Ala	
LHCAL	2018	04/01/17 - 03/31/18	DEM18397350	30027	Sally Tyms	52 Pinehurst Cir	Pineville	VA	02/13/18	02/28/18	Auto Liability PROP	C		\$313.21	\$0.00	01/09/18	LA1 Ala	
LHCAL	2017	04/01/17 - 03/31/18	DEM18398320	30028	Mass Housing Authority	2500 Line Avenue	Shrewport	MA	02/13/18	02/28/18	Auto Liability COLL	C		\$2,659.08	\$0.00	11/09/17	LA1 Ala	
LHCAL	2017	04/01/17 - 03/31/18	DEM18398320	30029	Property Damage Appraisers	PO Box 125	Rockford	IL	02/13/18	02/28/18	Auto Liability EXP	C		\$0.00	\$113.00	11/08/17	LA1 Bhr	
LHCAL	2018	04/01/17 - 03/31/18	DEM18399530	30030	Property Damage Appraisers	P.O. Box 5678	Fl Benary	CA	02/08/18	02/28/18	Auto Liability EXP	C		\$0.00	\$160.30	01/24/18	LA1 Nat	
LHCAL	2017	04/01/17 - 03/31/18	DEM17301250	20284	Daphney Brown	PO Box 3407	Nacoria	TX	02/14/18	02/23/18	Auto Liability PD	C		\$1,564.81	\$0.00	08/31/17	LA1 Nat	
LHCAL	2018	04/01/17 - 03/31/18	DEM18398530	30031	Kenneth Johnson	9899 Brotham Lane	Timouch	UT	02/08/18	02/28/18	Auto Liability PROP	C		\$1,703.02	\$0.00	01/24/18	LA1 Lat	
TOTAL															\$8,207.51	\$273.30		

SUMMARY INFORMATION	
OPENING BALANCE:	\$ 8,696.32
TOTAL DEPOSITS:	\$ 8,175.23
TOTAL CHECKS:	\$ 8,480.81
BALANCE:	\$ 8,390.74

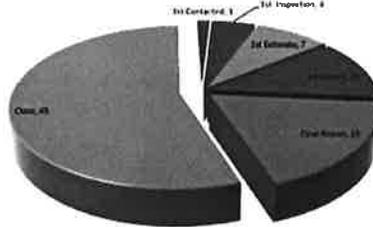
CUSTOM GRAPHS & CHARTS – BO WEBI & EXCEL

Claim Counts and Key Performance Tracking:

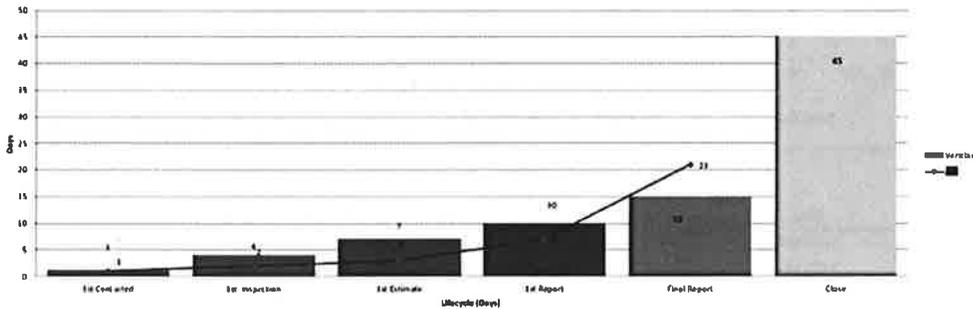
Regional Claim Summary



Lifecycle (Avg Days)



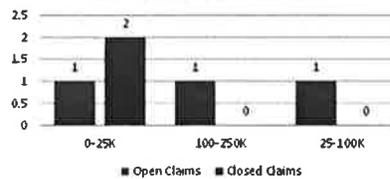
Client Benchmarking



ACTIVITY REPORT

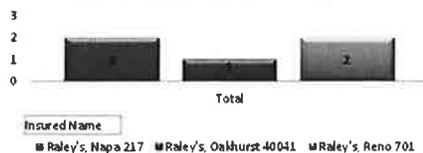
Incurred Range	Open Claims	Closed Claims	Total Claims	Avg Days to Close
0-25K	1	2	3	76.5
100-250K	1	0	1	
25-100K	1	0	1	
Total	3	2	5	76.5

INCURRED FREQUENCY



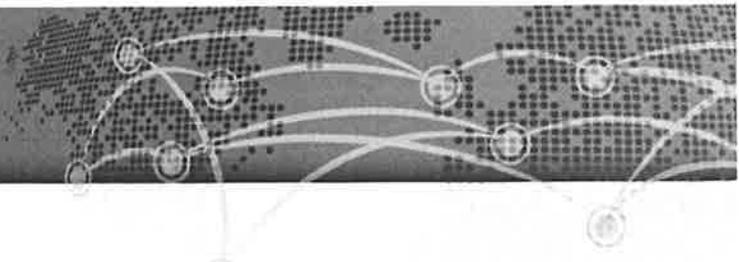
Peril	Open	Closed	Video Surveillance	Days to Close	Total Paid	Total Reserve	Total Incurred
Bodily Injury Liability	2	1	0	145	\$ 4,950.00	\$ 80,500.00	\$ 85,450.00
Fire	1	0	1	0	\$ 12,000.00	\$ 138,000.00	\$ 150,000.00
Property Damage - All Others	0	1	0	8	\$ 650.75	\$ -	\$ 650.75
Total	3	2	1	76.5	\$ 17,600.75	\$ 218,500.00	\$ 236,100.75

NEW CLAIMS REPORTED BY LOCATION



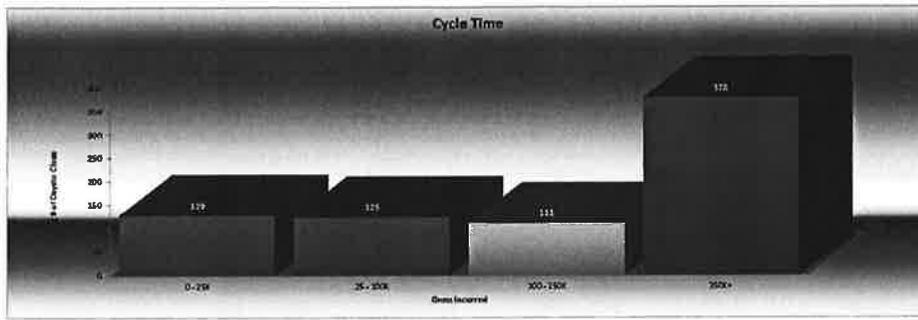
% OF CLAIMS BY PERIL





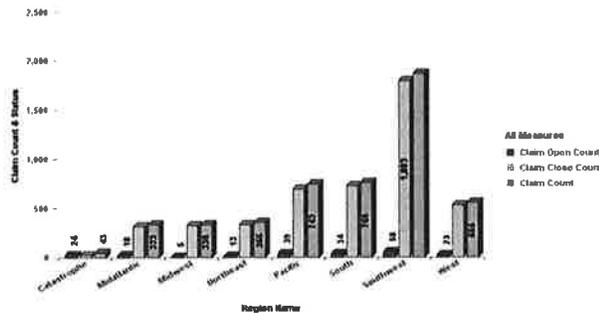
Claim Lifecycle based on Gross Incurred:

Gross Incurred	Sum of Open	Sum of Reopen	Sum of Closed	Sum of Total Claims	Sum of Cycle Time
0 - 25K	234	14	1,091	1,339	59
100 - 250K	3	1	25	29	111
25 - 100K	5	7	132	144	93
250K+	6	1	6	13	177
Grand Total	248	23	1,254	1,525	441

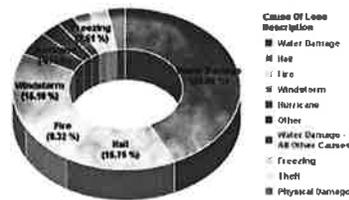


Claim Lifecycle based on Gross Incurred:

Claim Status by Region



Top 10 Cause of Loss

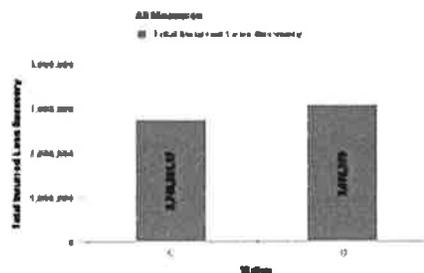


Lead Adjuster Region Name	Catastrophe	Midatlantic	Midwest	Northeast	Pacific	South	Southwest	West
Claim Open Count	24	10	5	10	30	34	50	23
Claim Close Count	10	314	323	337	700	720	1,803	531
Claim Count	43	333	330	355	743	760	1,870	555

Filtered by: Receive Date From: Receive Date To: Account: DUKE
 Duke Realty Corporation Policy Year: 2016 Location: Adjuster

Corporation Loss Report

Incurred Total by Claim Status (Bar Chart)

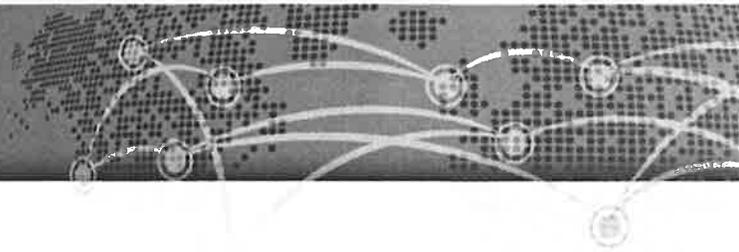


Incurred Total by State/Total Map

Alabama 5,348	California 14,513.3	Florida 77,841.47	Georgia 108,683.78
Illinois 178,848.71	Indiana 96,573.99	Kentucky 17,131.89	Missouri 14,195.1
Minnesota 178,263.17	Missouri 24,587.56	New Jersey 295	New Mexico 7,716.57
North Carolina 54,468.88	Ohio 119,667.36	Pennsylvania 796,837.77	Tennessee 746,596.32
Texas 2,804,818.4	Virginia 119,836.31	Washington 27,817.85	

Total Incurred Amount

(0 - 100,000)	1,000,000
(100,000 - 1,000,000)	1,000,000
(1,000,000 - 1,000,000)	1,000,000
(1,000,000 - 1,000,000)	1,000,000



Claim Frequency Analysis:



Date : 04/02/2018
 Time : 01:36 AM
 Page : 1 of 2

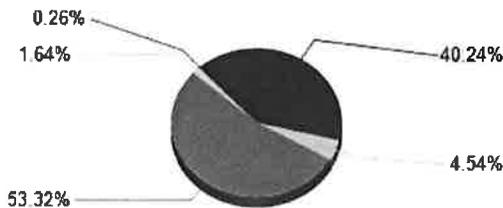
As of: 3/31/2018

Status	Claim Number	Reserve Loss	Reserve Expenses	Paid Loss	Paid Expense	Net Incurred
Reopened	3	\$0.00	\$6660.46	\$1409949.62	\$86150.63	\$1402760.71
Open	51	\$21139976.47	\$673770.98	\$2072200.73	\$78422.37	\$23964370.53
Closed	492	\$0.00	\$0.00	\$21864648.36	\$2355172.44	\$22478835.65
Total	456	\$21139976.47	\$680431.42	\$25446798.71	\$2499745.44	\$47925966.79

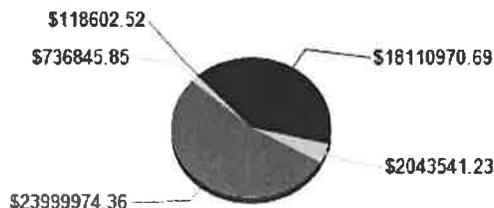
Current Period 1/1/2017 - 1/31/2017

Status	Claim Count	Reserve Loss	Reserve Expense	Paid Loss	Paid Expense	Net Incurred
New Claims	13	\$0.00	\$0.00	\$251,411.55	\$54,013.01	\$305,424.56
Reopened Claims	2	\$0.00	\$0.00	\$4,687.68	\$8,997.44	\$11,685.12
Net Revisions	12	\$0.00	\$1,547.02	\$553,193.72	\$166,300.32	\$551,041.06
Net Payments	10	\$0.00	\$0.00	\$699,224.82	\$182,939.81	\$892,164.23
Closed Claims	9	\$0.00	\$0.00	\$332,898.10	\$47,967.91	\$380,866.01
Total	46	\$0.00	\$1,547.02	\$1,841,415.67	\$438,218.29	\$1,941,180.98

Top 5 Causes by Frequency



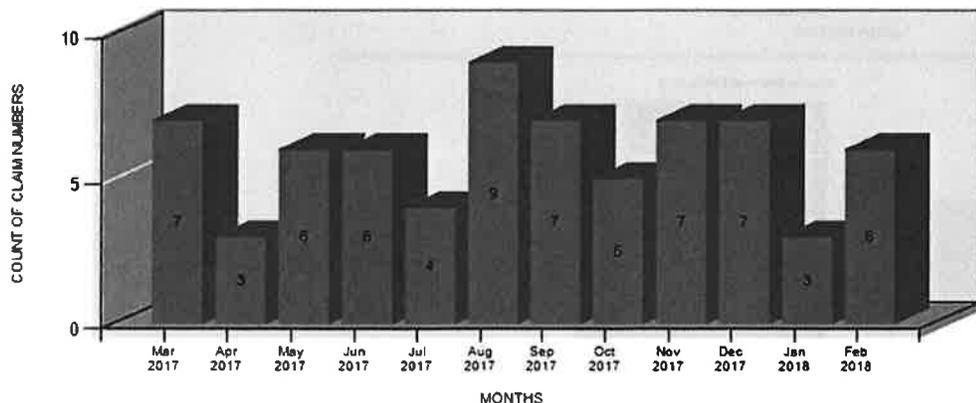
Top 5 Causes by Total Incurred

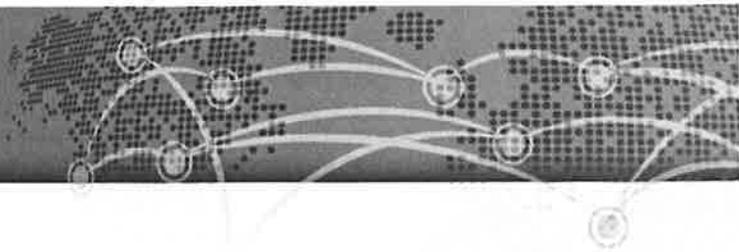


Hurricane
 Vehicle Impact
 Water Damage
 Windstorm
 Lightning

Hurricane
 Vehicle Impact
 Water Damage
 Windstorm
 Lightning

CLAIM COUNT - PREVIOUS 12 MONTHS





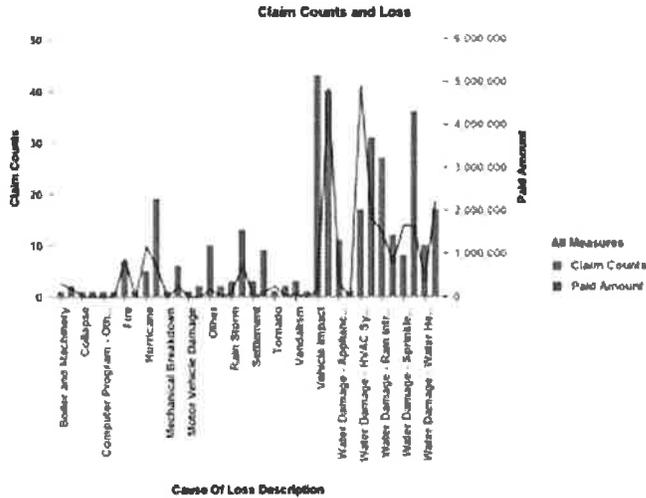
Claims Analysis by Line of Business/Cause/Peril:



Property Claims Report from 06/01/2016 thru 06/30/2017

Date: 04/02/2018
 Time: 1:25:08 AM
 Page: 1 of 1

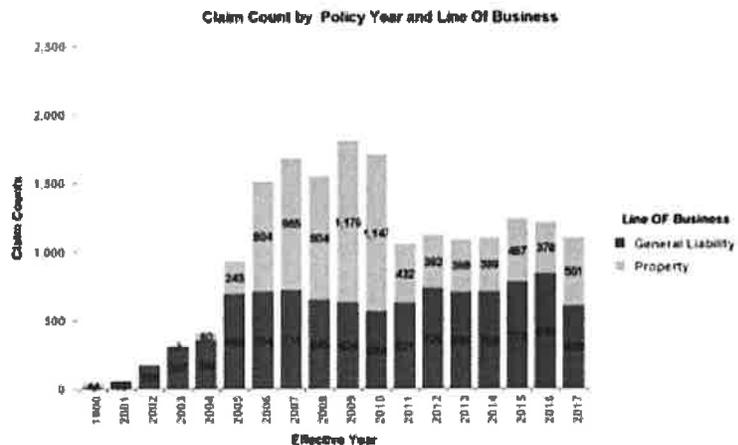
Claim Counts	Peril	Paid Amount
1	Boiler and Machinery	308731.99
2	Chiller (A/C Unit)	205248.86
1	Collapse	11349.28
1	Collision	2051.10
1	Computer Program - Other	2378.10
1	Equipment Failure	3305.70
7	Fire	899048.23
1	Flood	0.00
5	Hurricane	1173547.52
19	Lightning	700715.85
1	Mechanical Breakdown	3181.20
6	Mold	241266.51
1	Motor Vehicle Damage	3021.40
2	Not Recorded	0.00
10	Other	177466.18
2	Power Outage/Brown-Out	18948.51
3	Rain Storm	98424.82
13	Roof Leak	750029.70
3	Settlement	8345.57
9	Theft	106838.51
1	Tornado	351705.44
2	Trench	12480.68
3	Vandalism	82404.90
1	Vehicle Damage	350.00
43	Vehicle Impact	151558.09
103	Water Damage	10011643.26
17	Windstorm	2220110.58
Total		25419136.43



Claim Counts by Line Of Business and Policy Effective Year for

Date: 04/02/2018
 Time: 1:30:35 AM

Effective Year	Line Of Business	Claim Counts
1900	General Liability	1
	Property	44
2001	General Liability	52
2002	General Liability	168
2003	General Liability	307
	Property	2
2004	General Liability	349
	Property	60
2005	General Liability	686
	Property	263
2006	General Liability	704



CUSTOM EXCEL REPORTS, AGGREGATE TRACKING & DATA EXTRACTS

Aggregate Erosion Report (sample 1)

US
 Valued as of December 31, 2012
 Policy Year: 2014 - 2015
 USM - OWNED PROPERTIES



Claim Number	Location Code	Loss Incurred	Expense Incurred	Gross Recovered	Recovered by Insured	Loss Payable by Insured	Expense Payable by Insured	Total Payable by Insured	Loss Payable by Carrier	Expense Payable by Carrier	Total Payable by Carrier	Loss Payable by Lex (50%)	Exp Payable by Lex (50%)	Loss Payable by Liberty Mutual (50%)	Exp Payable by Liberty Mutual (50%)	Aggreg Calculation	Valuation Date
DEM14902500-001	PBCBP03	\$160,000.00	\$395.00	\$160,395.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00	\$10,000.00	\$396.00	\$10,396.00	\$5,000.00	\$197.50	\$5,000.00	\$197.50	\$181,000.00	01/01/16
DEM14901030-001	PBYHSM08	\$2,500.00	\$395.00	\$2,895.00	\$0.00	\$2,500.00	\$395.00	\$2,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183,500.00	01/01/16
DEM14900680-001	PBAGCD14	\$1,450,000.00	\$395.00	\$1,450,790.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00	\$1,300,000.00	\$395.00	\$1,300,395.00	\$650,000.00	\$197.50	\$650,000.00	\$197.50	\$333,500.00	01/01/16
DEM14900690-001	PBRRU002	\$7,500.00	\$500.00	\$8,000.00	\$0.00	\$7,500.00	\$500.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$341,000.00	01/01/16
REPORT BREAK																	
DEM15020960-001	PBMKC12A	\$700.00	\$294.00	\$994.00	\$0.00	\$300.00	\$294.00	\$594.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,997,313.74	01/01/16
DEM15011010-001	PBMKC10A	\$3,435.83	\$457.75	\$3,893.28	\$0.00	\$3,435.83	\$0.00	\$3,435.83	\$0.00	\$457.75	\$457.75	\$0.00	\$228.88	\$0.00	\$228.88	\$2,000,000.00	01/01/16
DEM14900780-001	PBPPO33	\$27,193.77	\$525.18	\$27,718.95	-\$27,193.77	\$0.00	\$0.00	\$0.00	\$0.00	\$525.18	\$525.18	\$0.00	\$262.59	\$0.00	\$262.59	\$2,000,000.00	01/01/16
DEM14900860-001	PBPPO3A	\$4,074.40	\$457.75	\$4,532.15	\$0.00	\$4,074.40	\$0.00	\$4,074.40	\$0.00	\$457.75	\$457.75	\$0.00	\$228.88	\$0.00	\$228.88	\$2,000,000.00	01/01/16
DEM14900890-001	PBGR001	\$0.00	\$457.74	\$457.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$457.74	\$457.74	\$0.00	\$228.87	\$0.00	\$228.87	\$2,000,000.00	01/01/16
DEM15071380-001	PBGVH006	\$3,200.00	\$420.00	\$3,620.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00	\$0.00	\$420.00	\$420.00	\$0.00	\$210.00	\$0.00	\$210.00	\$2,000,000.00	01/01/16
DEM15071360-002	PBGVH005	\$23,211.80	\$0.00	\$23,211.80	\$0.00	\$0.00	\$0.00	\$0.00	\$18,411.80	\$0.00	\$18,411.80	\$9,205.90	\$0.00	\$9,205.90	\$0.00	\$2,000,000.00	01/01/16
TOTAL		\$3,975,441.60	\$141,770.10	\$4,117,211.70	-\$26,165.20	\$2,234,773.83	\$95,096.58	\$2,329,790.32	\$1,455,502.58	\$46,763.60	\$1,502,266.18	\$777,751.29	\$27,381.00	\$777,751.29	\$23,381.00	\$2,000,000.00	

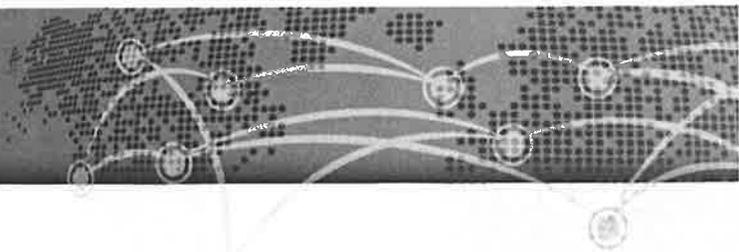
NOTE: Claims are subject to a \$150K deductible and \$2 mil Aggregate Limit. Insured is only responsible for payments up to deductible amount. Loss Payables (Payment + Reserve) erode the Aggregate. Once the Agg is breached, a \$10K maintenance deductible applies. All Expenses are paid by the Carrier once the deductible/aggregate has been breached. So, payables must be properly allocated between the two entities, Insured and the Carrier(s). Deductible is applied per occurrence.

Aggregate Erosion Report (Sample 2)

Year	Coverage	Closed	Open	Total Claims	Paid Loss	Paid expense	Reserve Loss	Reserve Expense	Total Paid	Total O/S Reserve	Total Inc
2013	AL - Bodily Injury	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	AL - Property Damage	1	2	3	\$843.18	\$944.00	\$3,564.00	\$0.00	\$1,787.18	\$3,564.00	\$5,351.18
2013	AL - Medical Payments	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	AL - Auto Physical Damage	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	GL - Bodily Injury	0	0	0	\$0.00	\$0.00	\$10,000.00	\$1,500.00	\$0.00	\$11,500.00	\$11,500.00
2013	GL - Property Damage	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	Personal Injury	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	PR - All Risk Buildings	2	1	3	\$10,993.84	\$1,638.00	\$0.00	\$0.00	\$12,631.84	\$0.00	\$12,631.84
2013	PR - All Risk Contents	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	PR - Time Element	0	1	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		3	4	7	\$11,837.02	\$2,582.00	\$13,564.00	\$1,500.00	\$14,419.02	\$15,064.00	\$29,483.02

Aggregate Excess Summary			
Total Payments:	\$14,419.02	Total Experience:	\$29,483.02
Less Payments Subject to Specific excess:	\$0.00	Less Losses Excess of Specific Retention:	\$0.00
Tot. Pymts Subject to Aggregate Excess:	\$14,419.02	Total Aggregate Experience:	\$29,483.02
Period Loss Fund:	\$349,000.00	Period Loss Fund:	\$349,000.00
Total Payments Excess loss Fund:	\$0.00	Pro-Rata Loss Fund Ratio:	8.45%
\$ Recvd from Aggregate Carriers:	\$0.00	Total Non-Specific Claim Recoveries to Date:	\$0.00

Activity this Period: 11/01/2013 to 11/30/2013									
Year	Opened	Closed	# of Payments	Payment \$	# of Recovery	Recovery \$	# of Reserve Adjustments	Tot Reserve Adjustment	Pymt Activity
2013	0	1	1	\$944.00	0	0.00	3	\$643.50	\$944.00



Combined Claim Level Report (Cross-Sections) and Aggregate Erosion (Sample 3)

USA INC.
Claim Detail Loss Report
Period: 04/01/17 - 03/31/18
Valued as of May 31, 2018

Claim Number	Loss Yr	D/Reported	Client Ref #	Insured	Type	Line of Coverage	Cause	Cause Details	D/Clad	Description	TOTAL				Status
											Total Paid	Total Rev	Total Recovery	Total Incurred	
DEM1739620	2017	12/16/17	USA-01507-40		Property	Business and Personal Property Coverage	Property - Struck by	Property - Struck by Vehicle		vehicle hit unit	\$ 12,400.00	\$ 1,085.43	\$ -	\$ 13,555.48	0
DEM1739620	2017	12/16/17	USA-01507-41		Property	Business and Personal Property Coverage	Property - Fire	Property - Fire Caused by All Other		ward caught fire and caused damage to the back door of unit	\$ 104,110.83	\$ 2,728.51	\$ -	\$ 106,839.34	0
DEM18397840	2018	01/15/18	USA-01507-42		Property	Business and Personal Property Coverage	Property - Fire	Property - Fire Caused by Unattended Smoking (Fire Scope in Place)		fire damage	\$ 10,221.83	\$ 9,011.85	\$ -	\$ 19,233.68	0
DEM18398770	2018	01/29/18	USA-01507-43		Property	Business and Personal Property Coverage	Property - Fire	Property - Fire Caused by Human Impairment (Uninvolved)		fire reported	\$ 24,406.00	\$ 10,288.43	\$ -	\$ 38,094.43	0
DEM18398510	2018	01/29/18	USA-01507-44		Property	Business and Personal Property Coverage	Property - Fire	Property - Fire Caused by Other Electrical		fire damage to a unit and water damage to the unit next door	\$ 140,477.13	\$ 7,022.87	\$ -	\$ 178,522.87	0
DEM18400590	2018	03/11/18	USA-01507-47		Property	Business and Personal Property Coverage	Property - Fire	Property - Fire Caused by All Other		fire and smoke damage	\$ -	\$ 87,500.00	\$ -	\$ 87,500.00	0
DEM18400870	2018	03/18/18	USA-01507-48		Property	Business and Personal Property Coverage	Property - Struck by	Property - Struck by Vehicle		vehicle drove onto insured unit	\$ 18,231.77	\$ 11,000.00	\$ -	\$ 29,231.77	0
TOTAL											\$ 1,484,536.91	\$ 215,751.06	\$ (14,000.11)	\$ 1,690,198.86	

Financials (Loss vs Expense)

PAID THIS PERIOD/MONTH				CURRENT PAID TO DATE				CURRENT O/S RESERVES			
Paid Loss TP	Paid Expense TP	Paid Fee TP	Paid Legal TP	Paid Loss TD	Paid Expense TD	Paid Fee TD	Paid Legal TD	Resv Loss	Resv Expense	Resv Fee	Resv Legal
\$ -	\$ -	\$ 3,414.57	\$ -	\$ 9,035.48	\$ -	\$ 3,414.57	\$ -	\$ -	\$ -	\$ 1,085.43	\$ -
\$ 102,050.63	\$ 2,060.00	\$ -	\$ -	\$ 102,050.63	\$ 2,060.00	\$ -	\$ -	\$ -	\$ -	\$ 2,728.51	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 10,221.83	\$ -	\$ -	\$ -	\$ 6,011.85	\$ -	\$ 3,000.00	\$ -

USA INC.
Aggregate Loss Report
Period: 04/01/17 - 03/31/18
Valuation: April 30, 2018

Claim Number	D/Reported	Client Ref #	Paid Loss	Paid Expense	Paid Fee	Total Paid	Total Recovery	Net Incurred	Deductible	Occ Unif (\$150K)				Remaining Aggregate \$1,250,000.00	Loss Fund Ratio
										BHC Paid Loss	Carrier Paid Loss	Carrier Paid Exp	Carrier Paid Total		
DEM1739620	12/16/17	USA-01507-41	\$ 102,050.63	\$ 2,060.00	\$ -	\$ 104,110.63	\$ -	\$ 106,839.14	\$ 2,500.00	\$ 102,050.63	\$ -	\$ -	\$ -	\$ 481,896.62	39%
DEM18397840	01/15/18	USA-01507-42	\$ 10,221.83	\$ -	\$ -	\$ 10,221.83	\$ -	\$ 19,233.68	\$ 2,500.00	\$ 10,221.83	\$ -	\$ -	\$ -	\$ 473,674.79	38%
DEM18398770	01/29/18	USA-01507-43	\$ 24,406.00	\$ -	\$ -	\$ 24,406.00	\$ -	\$ 38,694.43	\$ 2,500.00	\$ 24,406.00	\$ -	\$ -	\$ -	\$ 447,268.79	36%
DEM18398510	01/29/18	USA-01507-44	\$ 140,477.13	\$ 7,022.87	\$ -	\$ 147,500.00	\$ -	\$ 178,522.87	\$ 2,500.00	\$ 140,477.13	\$ -	\$ -	\$ -	\$ 306,791.66	25%
DEM18400590	03/11/18	USA-01507-47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 306,791.66	25%
DEM18400870	03/18/18	USA-01507-48	\$ 18,231.77	\$ -	\$ -	\$ 18,231.77	\$ -	\$ 29,231.77	\$ 2,500.00	\$ 18,231.77	\$ -	\$ -	\$ -	\$ 288,559.89	23%
TOTAL			\$ 1,377,250.78	\$ 70,823.16	\$ 36,462.97	\$ 1,484,536.91	\$ (10,089.11)	\$ 1,690,198.86	\$ 65,000.00	\$ 961,440.11	\$ 280,721.56	\$ -	\$ 280,721.56	\$ 288,559.89	23%

Summary page

Year - Cause of Loss	Claim Count	PAID THIS PERIOD			
		Paid Loss	Paid Expense	Sum of Total Paid	Sum of Total Resv
04/01/17 - 03/31/18					
Property					
Property - Equipment, Fixture or Appliance Failure	2	0.00	0.00	35,223.07	0.00
Property - Fire	11	338,993.17	9,082.87	996,677.66	202,665.63
Property - Storm	6	0.00	22,943.59	395,798.59	0.00
Property - Struck by	7	18,231.77	0.00	56,837.59	13,085.43
Property Total	26	357,224.94	32,026.46	1,484,536.91	215,751.06
Grand Total	26	357,224.94	32,026.46	1,484,536.91	\$ 1,690,198.86

CTABS Claim Activity Report – Includes Notes, Tasks, Files, and Emails

The screenshot displays the CTABS Claim Activity Report interface. On the left is a sidebar with navigation options: General Info, Metrics, Policy Info, Items, Claim Parties, Claim Handlers, Financials, Notes, Task, File, Email, Activity, Claim Summary, Claim, Case, Policy, LOB, OGL, Client Ref #, Insured, Claimant, and Client. The main area shows a table of activities with columns for Activity Type, Activity Date, and Activity Details. An inset window shows a detailed view of a specific activity, including a description and metadata.

Activity Type	Activity Date	Activity Details
FILE	3/9/2016 11:40:28 PM	INVOICE: Invoice # - C081204529
FILE	1/15/2016 12:53:12 PM	
FILE	1/15/2016 10:29:41 AM	
FILE	1/13/2016 2:08:06 PM	
NOTE	1/15/2016 1:26:14 PM	
NOTE	1/11/2016	ADJNOT initial notes & contact Description: See less notice in uploaded initial contact & notes below 1/11/16 New Loss - Carmen Gabazzi v. Holy Springs (REP: 181197) coverage confirmation: \$150K DR: CGL policy #0308-3143 Allied World Assurance Company #L 57175-2116 43,800 AM each occurrence limit \$3,000,000 claim amount back file made CGL Photo Acquisition AA 1 18/2016

CTABS - HOME SCREEN REPORTING (Adjusters Only)

Adjusters are provided graphical content including claim counts, benchmarking standards, WIP Aging, and a “Heat Map” with Total Inc. & claim count by state. A Diary Report provides detail on pending files, including the # of days since last status report.

The screenshot shows the CTABS Home Screen Reporting interface. It includes several key components:

- Claims Count by Status:** A bar chart showing claim counts for different locations (AUS, CAN, MB-99, MS-G, MS-INT, USA) categorized by status (Open, Closed, ReOpen).
- Claim Count and Total Incurred by State:** A map of the United States with a legend for Total Incurred (in thousands \$) and a list of values: 100.5, 321.1, 491.6, 642.2, 802.7, 603.3.
- My Tasks:** A table for tasks due today, with columns for Claim #, Start Date, End Date, and Assigned By.
- Client Benchmark:** A bar chart comparing benchmark values for various stages (Ack Sent, 1st Contact, 1st Inspection, 1st Estimate, 1st Report, Final report, Claim Closed) against a threshold.
- Recently Visited Claims:** A list of claim numbers and identifiers.
- Report Diary:** A table showing details for a specific claim, including Claim #, Lead Claim Handler, Insured, Last Rpt, Days Old, Report Title, WIP, DOL, DRE, Client, and % of Fee.

2024LGL-01-P - INDEPENDENT CLAIMS ADJUSTING SERVICES

Opening Date: November 15, 2024 3:40 PM

Closing Date: December 13, 2024 4:00 PM

Vendor Details

Company Name: Sedgwick Claims Management Services, Inc.
Address: 8125 Sedgwick Way
Memphis, TN 38125
Contact: Janissa Johnston
Email: sedgwickrfp@sedgwick.com
Phone: 901-415-7400
HST#:

Submission Details

Created On: Thursday December 12, 2024 12:23:50
Submitted On: Friday December 13, 2024 15:15:59
Submitted By: Janissa Johnston
Email: sedgwickrfp@sedgwick.com
Transaction #: 56fe0860-71bb-4c8d-9601-d229fc8ccba2
Submitter's IP Address: 75.66.156.254

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Optional- Value Add Services -Rates

Proponent will itemize value add services (if applicable) that are available to City staff and the rates associated with those services, as requested through questions within Section 3- Project, Understanding and Work Plan Table .

We will not be submitting for Optional- Value Add Services -Rates

Line Item	Description	Unit	Rate
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Line Item	Description	Response *
1	The Proponent is to provide a general statement of the Proponents specialization and expertise, continuing education and training. Describe your teams ability to assist the Municipality with claims handling, reserves and negotiations with insurers, Claimants, lawyers and City Representatives.	<p>As the incumbent, we are fully capable and will continue assisting the City with your claims loss adjusting needs, including but not limited to claims handling, reserves and negotiations with insurers, claimants, lawyers and City representatives.</p> <p>Specialization and expertise</p> <p>Sedgwick's municipal experience: Sedgwick in Canada has made the public entity space a primary focus. We leverage our experience to effectively manage the wide array of issues facing our public entity and municipal partners today. Our comprehensive solutions focus on mitigating and reducing risks and losses; keeping employees and organizations healthy and productive; protecting the public's trust; and containing costs that can impact the bottom line. Our knowledge and expertise in the public sector space is extensive. We believe we have the capability, capacity and systems to continue servicing your program. In particular, Ryan Zavitz, senior claims adjuster, has been handling claims for the City for over 20 years and is very knowledgeable of the City's service standards. Derrick Filoon, regional manager and senior adjuster, has worked with several public entity and municipal clients, and his role has ranged from completing task assignments to full file handling. More than 75% of our municipal and public entity clients are based in Central Ontario, making us the premier supplier in this region; Sedgwick's substantial customer base in the public entity sector spans nationwide. Since 2019, we have handled more than 14,000 claims in this unique space, not including claims handled for the programs where we operate on behalf of insurers in this market. A deeper look into our municipal work provides the following breakdown of these 14,000+ claims as detailed below by line of business:</p> <ul style="list-style-type: none"> • General liability – 81.8% • Property – 8.9% • Auto – 8.3% • Accident benefits – 1.0% <p>For each line of business, we have best practices for handling claims as well as claim workflows. These best practices are written standards that provide a daily roadmap for our colleagues regarding specific file management directives.</p> <p>Our best practices set consistent handling requirements for all claims so our files depict the steps and actions taken during the course of handling. They also assign responsibility to specific individuals so there is no ambiguity as to each team member's responsibility.</p> <p>The best practice guidelines also serve to manage the adjuster's time. There are targeted goals that require actions be completed within certain timeframes. Where these goals are concerned, our claims management system has built-in prompts and exception edits that provide the adjuster with handling assistance. These prompts and edits are set up for the adjuster automatically in the system at the time the claim is assigned and can be customized according to each client's timeline requirements.</p> <p>Our best practices cover service expectations that include but are not limited to the following:</p> <ul style="list-style-type: none"> • PIPEDA completion • Time to contact all parties • Reserve assessments/timelines • Acknowledgement reporting • Reporting outlines to clients • Broker liaison • Vendor management • Diary protocols • Subrogation/recovery management • Litigation guidelines • Documentation follow-up • Photographic details/scope drawings • Supervisory review • Audit reviews • Cycle time to closure awareness <p>Our best practices outline the investigation, verification, validation and documentation that is necessary at the onset of the claim. Once completed, the adjuster will review the coverage, negligence and case law to determine both the coverage and exposure the City faces. Proper reserves will be posted based on the most probable payment. In addition, while considering the exposure, the adjusters will consider salvage, subrogation or recovery, and vendor</p>

obligations to defend and indemnify the City.

Property expertise:

Our claims handling process ensures:

- Receipt of notice of loss
- Rapid response regarding site contact and investigation
- Thorough communication and consultation with the City
- Determination of loss for building, content/stock and time element as appropriate
- Identification of salvage and subrogation potential

All Sedgwick property adjusters are technically trained to identify the scope of damages to buildings, equipment, business personal property and stock/contents. The evaluation of these damages includes identifying critical path items and any long lead-time replacement items. Sedgwick adjusters will continue to work with designated City personnel to obtain pricing from the City's usual supply chain vendors or other preferred vendors. Sedgwick adjusters are also equipped with computer software estimating systems to provide detailed repair and replacement estimates as well as diagrams. On large losses of \$1 million and greater, Sedgwick will not provide any formal estimate until confirming with the City that all details obtained are accurate and that all parties agree with the preliminary estimates.

Litigation support

Our adjusters collaborate with defense counsel (as agreed upon with our client and/or market) through timely communication and strategy discussions. In consultation with the City's legal counsel, and as required by the demands of each individual claim, the adjuster will continue to complete any required investigative tasks. Our adjusters work with counsel to develop and implement a strategy for resolution or prepare for defense. We promptly convey ongoing developments to the City, as necessary.

The adjuster generally is responsible for settlement negotiations, subject to client approval, and is responsible for keeping both the client and defense counsel updated on the discussions with plaintiff counsel. As ongoing communication with defense counsel is necessary to keep the case on track, we typically require that defense counsel provide us with a status report at a minimum of every 60 days or as material facts evolve. Part of our litigation management strategy also includes regular supervisory review of files in litigation.

It is our philosophy and belief that litigation management starts before a suit is ever filed — controlling the claim from the onset will avoid legal fees and costs in the end. If litigation is unavoidable, our policy is to evaluate the evidence at the earliest possible opportunity for either settlement or defense and continue to evaluate through resolution. Our adjusters are trained in controlling allocated expense costs. Our control adjusters are aware of all files in litigation, and when a trial is scheduled within the next 30 days, they are responsible for reviewing the status to ensure preparedness for trial and confirm the City has been notified of the trial dates. The workup by defense counsel is monitored to ensure they complete their assigned responsibilities in a timely and cost-effective manner. Our experience is simple: early resolution of claims saves money. Therefore, we are always looking for ways to bring a claim to resolution, whether by settlement, mediation, arbitration or dispositive motion, such as summary judgement. Our litigation management guidelines define the expectations of the claims handler as well as defense counsel in a comprehensive litigation management program. Some of the unique features we offer are:

- A focused strategy to achieve closure in the most efficient, timely and economical manner
- Reduction of legal expense
- Resolution strategies
- Resolution at the earliest appropriate possible time
- Examination and validation of litigation fees

Continuing education

Sedgwick provides our colleagues with robust educational assistance and a professional development reimbursement program to support ongoing personal and professional growth. Our educational assistance program provides financial help for educational expenses incurred by colleagues who take courses related to their present position or as part of an established colleague development plan. We also encourage colleagues to work on professional insurance and claims designations and have an incentive program in place to recognize accomplishments. Some of our positions require ongoing training and have a continuing education requirement, which we facilitate through our industry-geographic- and role-specific training wing, Sedgwick University, by partnering with hundreds of vendors to recognize and track our colleagues' training for continuing education credits. Training and education are an integral part of career development for Sedgwick colleagues.

Training

Sedgwick leverages a global learning platform through Workday to provide developmental and elective courseware for our colleagues. Workday provides a curated learning experience with personalized suggestions for learning activities based on role and interests. The platform includes a broad selection of learning modules and access to Sedgwick University, which supports job competency and performance.

Sedgwick University offers a state-of-the-art claims college focused on training and developing people seeking a career focused on helping others. Sedgwick's culture of growth creates an engaging environment and an understanding of — and passion for — claims administration. Our colleagues have access to a multitude of training opportunities for technical expertise, client-specific training, professional development, leadership skills and more. Sedgwick University has created more than 15,000 self-paced modules for our colleagues and established strategic partnerships with external training vendors to provide an extensive library of training options.

2. Proponent to describe how they stay updated on changes affecting municipalities in general.

Our Canadian operations have an internal quality and compliance division that monitors provincial regulations and provides in-house training to staff as needed. Our staff stays in contact with all local authorities and industry associations to keep apprised of changes in advance. These updates can be shared through training with insurers and corporate risk.

We publish an internal bulletin whenever significant developments occur. This bulletin is shared with our regional managers and client services colleagues, who advise our offices and clients of any significant developments. We communicate changes through regular office meetings and monthly excellence updates. Our adjusters have a deep understanding of municipal legislation and how it relates to claims. We use Sedgwick's internal portal to keep adjusters updated on legislative issues and to serve as a future reference library.

Sedgwick stays up-to-date on current legislative activity to determine the potential impact of the changes to our clients and communicates any changes to both clients and claims colleagues; establishes and/or updates best practices; and develops training and audit criteria to ensure our claims colleagues apply the necessary changes. We routinely provide training to our staff and client partners on new jurisdictional requirements. Educational seminars are available at agreed-upon intervals with our client's staff, involving updates surrounding case law pertaining to the claims handling process; legislation changes and impacts to the municipality; and emerging trends, including fraud, cyber, environmental and digital developments.

3	<p>Proponent to submit a Statement of Understanding which includes the Proponents knowledge of the municipal claims environment, opportunities and challenges.</p>	<p>Our seven-year partnership with the City puts Sedgwick in the unique position of fully understanding your particular claims environment, opportunities and challenges. We also know that managing risk for public entity and municipal clients creates challenges that are unique in the breadth of their exposures and the diversity of potential claims. Public entities represent a broad risk profile that may overlap or include city and municipal workers, transportation workers, law enforcement and educational institutions, among others. They may comprise multiple unionized populations, each with specific requirements.</p> <p>Achieving optimal loss prevention results requires understanding each client's industry and needs. We ensure every program speaks to the unique needs of each client, now and into the future. We focus on current trends and forecasting changes that may be significant to our public entity and municipal client partners, including:</p> <ul style="list-style-type: none"> • Preparing for emerging risks • Embracing next-level technology • Identifying strategies to add efficiencies and improve outcomes • Broadening claims expertise as needs change <p>In an environment where financial continuity depends on public perception and external stakeholders, we offer clients a risk management program that is flexible and responsive. We focus on developing custom programs that offer reliable, financially aware, accessible and scalable claims services that guide our clients, their employees and the members of the community they serve through the claims process.</p> <p>We leverage our experience to effectively manage the wide array of issues facing our public entity and municipality partners today. Our comprehensive solutions focus on mitigating and reducing risks and losses, keeping employees and organizations healthy and productive, protecting the public's trust and containing costs that can impact the bottom line.</p>
4	<p>Provide information including brief resumes for the Account Manager and lead adjuster(s) as well as other team members, with the overall responsibility for the City's claims.</p>	<p>As the incumbent, the City will maintain its current claims team. Per the RFP requirement, team CVs have been uploaded in the documents section and contain more detailed information on each colleague.</p> <ul style="list-style-type: none"> • Ryan Zavitz, Senior Claims Adjuster — Ryan handles moderate to complex commercial liability claims, product and construction liability claims, casualty claims (CGL) and bodily injury claims. Ryan is a licensed adjuster in Ontario and has his CIP designation. • Derrick Filoon, Regional Manager and Senior Adjuster — Derrick has more than 25 years of industry experience. His professional focus is on environmental spills, large complex fire loss and commercial general liability claims. Derrick is an all lines licensed adjuster and has his CIP designation. • Michael Morris, Vice President, Public Entities — Michael has 37 years of industry experience with a primary focus on municipal liability. Michael's professional areas of expertise are municipal liability, commercial property and medical malpractice claims. Michael has a CIP designation.

5	<p>Describe your claims handling principle and strategy, your servicing plan, your service standards and timeframes for deliverables for the City. The Proponent should include how they will process Municipal claims from the assignment to conclusion of a claim. Include response time, the timing of reports, communications with the City, denials, obtaining releases and providing payments, subrogation tasks, settling reserves, file closure, meetings with City staff and billing procedures.</p>	<p>Best practice standards — To provide needed consistency in individual files, we have created and continually manage our shared best practices for each line of business. These best practices are written standards that provide a daily roadmap for our colleagues regarding specific file management directives. Every expectation is communicated to our colleagues during orientation and reinforced through regular quality improvement initiatives. Specific areas covered in the best practices include investigation, reserving, development of action plans, managing medical costs, resolution, litigation management and client communication. Our best practices are dynamic and change based on the needs of our industry, product innovation and our customers. Once we set goals, establish expectations, train and measure our progress, we use the data from these areas to create ongoing enhancements. This includes ongoing reviews by our operational and account management teams to provide feedback and recommendations for any necessary improvements.</p> <p>Sedgwick provides the following narrative as its approach to effective investigation and administration:</p> <p>Communication — As the incumbent, Sedgwick will continue using the City's preferred method of communication. Upon award of contract renewal, we would recommend a reimplementation meeting to review the current program and make any necessary revisions, including but not limited to the City's preferred communications with Sedgwick. We are committed to providing high-quality service and consistent communication, driving the best possible outcomes for the City. We developed detailed client service instructions (CSIs) with the City, and our adjusters continue to review your CSIs, which are uploaded in our claims management system, CTABS, and they strictly adhere to the City's instructions relating to authority levels and approvals. Dialogue with the City is imperative in the claims adjustment process. We continually communicate updates in the claims process to summarize progressive efforts to conclude specific issues and move the City's claims to closure. We are committed to maintaining timely, courteous communication with the City throughout the life of the claim; responding to all requests in a cooperative, timely manner; and proactively preventing the escalation of communication issues.</p> <ul style="list-style-type: none"> • New claim notices — Sedgwick receives new losses from the City via email generated through the CTABS system. Sedgwick immediately sends an acknowledgment of receipt to the City. • Receipt and review — Each new claim is reviewed by the manager on the same day it is received. Catastrophic losses require immediate attention and assignment. Within 24 hours of receipt of the claim, the claim is logged in the claims system and a physical file is created. • 24-hour contact — The adjuster will make contact by telephone or email with the insured or the City, claimant(s) or their attorney within 24 hours of receipt of the assignment, and this 24-hour contact with all parties must be documented in CTABS. If documentation is delayed, the reason for delay should be included in the notes. <p>Coverage/policy verification — Claim files will document affirmation of coverage in force for the date of loss and identify the carrier, policy number, policy period, applicable deductible or self-insurance retention, forms and endorsements. Should a coverage issue exist, Sedgwick will contact the City accordingly. Recommended reservation of rights, declinations or other coverage issues will be handled in accordance with the CSIs.</p> <p>Investigation — The claim specialist will gather all pertinent information to properly evaluate the claim. Our best practice model includes prompt investigation, evaluation and resolution of a claim either through compromise or denial. Field adjusters will only be utilized when warranted and approved by the City. The goal is to conduct a timely and thorough investigation in order to direct the file to a successful conclusion. 24-hour contact will be documented. After obtaining the City's approval, field personnel will be assigned when necessary to expedite the investigation in order to preserve and/or protect the interests of the City. Field personnel would be engaged for appraisal of property damages. Our service level expectation is to deliver the final report to the City within 10 business days of the inspection and/or completion of the investigation. If awaiting additional information, testing, etc., we will communicate these delays with the adjuster.</p> <p>Diary — At the time new claims information is entered into Sedgwick's claims system, an automated diary is set based on the nature of the claim and the outstanding plan of action (POA)/investigation. Initial diaries for adjusters should not exceed 30 days and may be shorter as specified by the City. Maintenance diaries are established based on claim activity. Claims with outstanding issues should be diarized for follow-up at 30 days or fewer. Less active claims may be set at 60 days. Claims with no outstanding issues may be set at 60- to 120-day intervals. Litigated cases are routinely diarized at 60- to 90-day intervals unless case activity dictates otherwise. A manager/adjuster's diary will also be set. Initial diaries should not exceed 30 days, unless specified otherwise in the CSIs. Maintenance diaries are set at 60- to 120-day intervals. Diary review is based on the adjuster's experience level and the complexity of claims. All open claims must be on diary.</p> <p>Reporting — Our proprietary CTABS claims management system combines experience-based decision-making with domain-specific insurance knowledge to offer the City and authorized users real-time, internet-based access to review claims status, adjuster notes, etc. In addition, we offer data in two ways: in a report form (standard and/or customized) or in raw form (electronic) for the City to work with directly. Reporting requirements are defined in the City's CSIs. Where the CSIs are silent on reporting requirements, the following instruction applies: First reports are due within 30 days of receipt of the claim, with additional reporting at 30-to 60-day intervals, as dictated by file activity. Reports are prepared according to Sedgwick's captioned casualty report outline.</p> <p>Reserves — Sedgwick will establish reserves to reflect the probable ultimate cost as it relates to indemnity and expense payments. An initial reserve will be established based on information supplied at the time of initial notice of the claim and in no event more than seven days following receipt, unless otherwise documented. Thereafter, reserves are reviewed and revised as necessary following the initial investigation, generally 14 to 90 days. Reserve analyses are reviewed at each reporting period.</p> <p>Large loss notification — Claims reserved at or above a level identified by the City (and documented in the CSIs) require immediate submission of a large loss notification. This serves as notice to the City of exposure requiring communication to management or underwriting. Subsequent reporting should follow the schedule defined in the CSIs.</p> <p>Subrogation — Subrogation and indemnification potential will be aggressively explored during the investigation of each claim. When potential is identified, written notice will be given to the appropriate party. Notice will be immediate and will contain details of the claim, including an estimate of the damage. A formal demand for subrogation, with accompanying documents, will be submitted within 15 days of the final payment. Follow-up demand notices will be generated at 30-day intervals until recovery is complete.</p> <p>File closure — Once all necessary closing documents are obtained; settlement and expense payments are issued; and closing reports are completed, the file will be subject to a closing audit. The adjuster is responsible for ensuring all data entry work is accurate and complete prior to file closure. The adjuster and supervisor will enter electronic notes documenting their final review and closure of the file.</p> <p>Periodic meetings and case file reviews — Sedgwick agrees to periodic claim file reviews. The account manager will attend in person. Field adjusters will attend telephonically as required.</p> <p>Auditing of claim-related invoices — Sedgwick tightly controls allocated expenses. All claim-related invoices are reviewed and audited prior to submission to the City for payment. The adjuster reviews invoices for conformity to fee schedules and scope of the assignment. Adjusters initial and date the invoice to document the date they reviewed the invoice and approved it for payment. To control allocated expenses, Sedgwick requests authority from the City prior to engaging any consultant.</p>
6	<p>Describe your claims handling principle regarding subrogation matters, include in your fee schedule if they will be billed differently.</p>	<p>We identify subrogation opportunities during the initial investigation and throughout the life of the claim as we obtain additional information. If we identify any subrogation potential, we immediately notify the City and discuss the specifically requested subrogation activity, including providing written notice to the potential liable parties. For each subrogation matter, we coordinate with the appropriate representatives from the City to determine the extent to which the City wants us to pursue the matter on your behalf and to help determine any waiver of subrogation or other contractual agreements. When the City wants us to pursue subrogation, we submit a formal demand for subrogation, along with accompanying documents, within 15 days of the final payment. Follow-up demand notices are generated at 30-day intervals until recovery is complete.</p> <p>Subrogation fees are covered in the program costs provided in the fee schedule.</p>

7	Describe your claims handling principle for claims that may require adjustment outside of Ontario, include your fee schedule if they will be billed differently.	All claims adjusting services are charged at a per-hour rate. Our fees are detailed below and we have provided the claims adjusting fee schedule in the documents upload section. The fee schedule is included the document titled Sedgwick company overview and additional documents. <ul style="list-style-type: none"> • \$125 per hour for all adjusting services • \$125 per hour for file set up • No miscellaneous fees • No after-hours fees
8	Describe your claims handling principle for handling of one claim with multiple claimants (ie. water main break, sewer back up etc.)	Any event with claims filed by multiple claimants incurs the per-claim fee for each claim filed,
9	Confirm the availability of lead adjusters to respond to claims on a 24/7 basis, adequate support staff and the availability of support services and other resources as may be necessary. Include how a catastrophic claim or emergency would be handled and provide any examples of loss adjusting completed by your adjuster(s).	<p>Confirmed. As the incumbent, the City will continue to have 24/7 access to your lead adjuster. Likewise, your claims team will continue to be staffed adequately. The City will continue to have full access to customer support services and other client resources, as needed.</p> <p>Customer support</p> <p>Our customer support services are handled by Sedgwick care team representatives (CTRs). Our care team operations have bilingual (English/French) CTRs on staff and also use language line services for additional and off-hours support.</p> <p>CAT claims</p> <p>Sedgwick enlists near-shore resources to assist in any catastrophic (CAT) events or claim surges. It is our strategy to supply locally as much as possible and then enlist the services of sister contact centers to provide immediate backup to the local team. Those individuals operate in the same IT environment as Canadian staff and are also managed by Canadian operations staff.</p> <p>Our past experience has shown that leveraging out-of-country staff support works for CAT events. We have successfully utilized U.S.-based offices for domestic CAT events.</p> <p>Loss adjusting scenario</p> <p>Severe storm damage to school district:</p> <p>This loss assignment involved a large-scale assessment of 13 locations with 90 buildings affected by severe storm winds. Sedgwick assembled a rapid response team of building consultants to conduct an initial triage of all buildings to determine the level of damages, identify any emergency or life safety issues, and determine if additional experts were needed, including structural engineering, MEP engineers and environmental consultants. Equipment used during the triage assessment included aerial drones, thermal infrared (IR) cameras to detect water intrusion, digital photography and digital scope documentation.</p> <p>The triage assessment documentation and information were used to:</p> <ul style="list-style-type: none"> • Develop a rough order of magnitude (ROM) based on the initial assessment • Advise the adjuster on what additional resources and experts were needed • Notify the adjuster and insured of any emergency services or life safety issues • Work with the insured and their contractors to secure and temporarily cover any roof openings or other exterior penetrations that would allow water intrusion into the buildings <p>Sedgwick developed a spreadsheet matrix to identify all locations and buildings and track inspection dates, triage notes, level of damages, temporary repairs, environmental or structural issues, other experts and cost tracking for the repairs.</p> <p>Once the triage assessment was completed, Sedgwick mobilized a team of building consultants to begin detailed building assessments to document and quantify loss related damages. Constant communication with the insured and campus maintenance supervisors was critical for access to all buildings and collection of any building information, such as floor diagrams, building plans and any information regarding hazardous materials.</p> <p>We used the detailed field documentation to produce scope outlines for each building and relative loss related damages. We provided these scope documents to the adjuster, insured and insured design team. Once the individual projects were let out for bids and subsequent repairs, Sedgwick was utilized to review and track proposals and invoicing and make sure all code upgrades and owner betterments were identified and segregated. This process often included comparing proposals and invoicing against the initial Sedgwick field documentation and information.</p> <p>Upon completion of Sedgwick's assignment, we provided all documentation to the adjuster through a sharable link and a summary spreadsheet with all inspection dates and pertinent information for each location and building.</p>
10	Describe the Proponents experience and capacity in providing emergency disaster related and similar services. Include the response time for the lead adjuster(s) to be on site in the event of an emergency or a catastrophic claim.	<p>Sedgwick has the capabilities and experience to provide the City with successful complex and catastrophic claims services. The City's lead adjuster, Ryan Zavitz, works and lives locally; thus, he is able to respond promptly to emergent/CAT events and can easily navigate to attend sites as required. As noted in our prior response, we can also enlist near-shore resources to assist in any catastrophic events or claim surges, as needed.</p> <p>We have provided a success story detailing our experience and expertise below:</p> <p>Complex loss: Client suffers devastating fire</p> <p>A devastating fire engulfed a client's property, destroying the building completely. Adjacent to the property, a prominent pharmacy suffered extensive fire, smoke and soot damage. The insurer entrusted Sedgwick's adjusters to manage this complex claim. Two seasoned adjusters led the response, leveraging their collaborative expertise.</p> <p>Because of safety requirements, the insured could not operate its business following the fire. Since the incident occurred before the holiday season, securing builders and restorers became a significant challenge. Additionally, the building's complex ownership structure required constant communication with the insurer's adjuster and appointed restorers. Teamwork and strategic coordination between disciplines would be pivotal in the recovery process.</p> <p>Leveraging our networks, the dedicated adjusters swiftly deployed an engineer, builder and restorer to address compliance issues and site safety. Adjusters collaborated with the insured to understand their business needs and set up a self-contained dispensary to maintain prescription services. Sedgwick engaged forensic accounting services (FAS) for business interruption (BI) support while creating a comprehensive plan. To ensure progress tracking, regular meetings with the insured and the adjusting team took place, and the lead adjuster provided continuous updates to all stakeholders.</p> <p>Throughout this complex fire claim, effective teamwork and strategic coordination between Sedgwick's loss adjusters, FAS and various contractors helped expedite the recovery process for the insured, including:</p> <ul style="list-style-type: none"> • Temporary setup — Swiftly completed within weeks, ensuring it met building hygiene and safety standards • Cost reviews and scope confirmations — Conducted for the builder's and restorer's work • Stock information — Reviewed and settled within a month • A detailed scope — Engaging a building consultant to review the fit-out • Competitive bids — Sedgwick and the consultant reviewed cost, methodology and timeframes • Steps to minimize business interruption — The most competitively priced qualified contractor was selected and completed the work within the agreed timeframe • Stock settlement — Allowed for timely restocking and reopening of the building in tandem with repairs <p>Meticulous planning, swift action and close collaboration are three factors that helped deliver significant outcomes in the aftermath of this major complex fire loss. As a result, affected businesses were able to resume operations within weeks as opposed to months.</p>
11	Describe the Proponents transition plan from being awarded to providing all encompassing service effective February 28, 2025, including transitioning active open claims files, where applicable.	As the incumbent, no transition or implementation will be necessary.

12	Proponent to provide sample reporting that would be available to the City, including a claim report, claims bordereau, annual Stewardship review. Describe the claims recording, reporting and analysis forms and systems.	We have uploaded sample reports in the document upload section for your reference. The reports are included in the document titled Sedgwick company overview and additional documents. CTABS is easy for clients to use and has the added benefit of allowing a client to easily pick data elements to report on and then filter/sort based on specific criteria. Sedgwick provides the City with electronic or web-based access to claim files, monthly reports and year-end reports that may be sorted by specified criteria. The City may choose any criteria desired for the sorting of data. Reporting can be customized to accommodate any claims handling instructions as required by the City, including notifications for special situations and/or high reserves, settlement authority time and expense records, special needs of any policyholder location, monitoring of location or other special code requirements, forwarding correspondence to approved parties and corporate attorneys and sending acknowledgment reports of claims. Acceptable formats for data conversion are Excel or AXCI delimited flat files. Sedgwick can produce monthly loss runs data in Excel spreadsheets as required by the City. We also provide the City with comprehensive monthly, on-demand loss runs to verify all expenses and payments made on behalf of the City.
13	Describe billing process for time and expenses and provide a sample of a detailed claim invoice.	Sedgwick abides by the following internal billing procedures: We program fee schedules in the CTABS system and management oversees time and expense (T&E) billing. The administrative/management team reviews the billing hours entered into the file. The administrative team submits the bill to Sedgwick's centralized billing unit, who compares the invoice to the service-level agreements (SLAs) and billing parameters between Sedgwick and the City to ensure we are following the City's expectations. We submit an invoice for payment following agreed-upon billing parameters. Sedgwick has EDI and EFT capabilities. Our EFT process is detailed below: Before transmission of funds, the City sends a list of payment details (i.e., invoice number and amount paid) to our AR email address: payments@sedgwick.com. The City then transmits the funds via ACH, the most economical form of EFT. The City provides a centralized contact for us so we can follow up on general collections and payment inquiries to make the process smoother. We have uploaded a sample invoice in the document upload section, per the RFP requirement. The sample invoice is included in the document titled Sedgwick company overview and additional documents.
14	Describe the roles and responsibilities of the Proponents Account Manager, lead adjuster(s) and any other key members of the service team. Also, include the expected roles and responsibilities of the City's insurer (s) , insurance broker and City staff responsible for the claims management program.	The City's account team includes the following individuals and will not change: • Ryan Zavitz, Senior Claims Adjuster — Ryan handles moderate to complex commercial liability claims, product and construction liability claims, casualty claims (CGL) and bodily injury claims. Ryan is a licensed adjuster in Ontario and has his CIP designation. • Derrick Filoon, Regional Manager and Senior Adjuster — Derrick has more than 25 years of industry experience. His professional focus is on environmental spills, large complex fire loss and commercial general liability claims. Derrick is an all lines licensed adjuster and has his CIP designation. • Michael Morris, Vice President, Public Entities — Michael has 37 years of industry experience with a primary focus on municipal liability. Michael's professional areas of expertise are municipal liability, commercial property and medical malpractice claims. Michael has a CIP designation. Per the RFP requirement, team CVs have been uploaded in the documents section and contain more detailed information on each colleague. As the incumbent, all roles and responsibilities of the City's insurers, insurance broker and City staff will remain the same.
15	Describe any database and on-line claims service, reporting and claim documentation review capabilities.	CTABS is our state-of-the-art claims management system that combines experience-based decision-making with domain-specific insurance knowledge to deliver best-in-class workflow, triage, process management and claims handling applications. Access is via the internet (web-based) and Windows-based. CTABS is designed to handle multiple lines of coverage and supports multiple insurance carriers. The system suite consists of an application interface and system for entering, processing and managing claims data. An application database engine is used for managing the policy, carrier, broker and coverage data required for property and casualty claims. These applications are processed centrally and available for customer remote access through our proprietary, web-based viaOne suite of services. viaOne enables the City's authorized users to review claims through a secure internet session. In addition, claims can be submitted via fax, mail, telephone or email. Authorized viaOne users can easily generate, track and analyze their claims and property information, create home pages with graphical dashboards and key metrics, configure a custom screen, set their own system alerts and more. We can offer data in either report form (standard and/or customized, for custom reports, additional fees will apply). Through viaOne, Sedgwick can provide electronic web-based access to claims files based on specified criteria for the purpose of data collection and forecasting. Reporting can also be modified/customized to accommodate any special claims handling instructions as required by the City. This can include notifications of special situations and/or high reserves; settlement authority; time and expense records; special needs of any policyholder location; monitoring of location or other special code requirements; forwarding correspondence to approved parties and corporate attorneys; sending acknowledgement reports of claims; etc. In addition to measuring and executing to key metrics, we understand the importance of providing the City with information and data to make it easy to understand trends and communicate results throughout the organization. We can provide these details in reports and/or dashboards for use on a daily basis. We also provide dynamic customized reports that provide metrics and enable the user to easily view results on certain locations, claim types, Sedgwick offices, etc. For customized reporting, additional fees will apply.

16	Describe and identify any loss prevention, loss control, technical and other support services that would be available to the City as part of your services,	<p>As the incumbent, the City will continue to have access to Sedgwick's loss prevention, loss control, technical support and other support services.</p> <p>Loss control and prevention</p> <p>We believe the development of an effective loss control consulting relationship requires the following key components:</p> <p>Data trending: Our data trending is a dynamic process that leverages historical information but also recognizes the importance of evaluating emerging trend information. Loss control projects may be driven by new developments in the industry with products, storage requirements and third-party forwarders but more frequently they tend to be driven by experience. A new development might entail facility expansion, the implementation of a new work process or equipment being used in the handling of products. However, we would more often anticipate prior history to be a driver in our activities.</p> <p>Meetings with key stakeholders to understand existing loss control programs: Armed with the data trends from both a historical perspective and emerging trends, meetings with the key stakeholders to present recommendations would occur. During this time, we assess any high-level influences and begin building the framework for a mitigation strategy. We would seek to understand what loss control practices are already in place, what is working and where expectations are not being met. A stakeholder meeting provides the right background, so we do not come into an arrangement with you and provide recommendations that have already been implemented. Strategies would also consider what can lead to a reduction of claims (e.g., training, root cause analysis) versus loss mitigation.</p> <p>Technical support</p> <p>Sedgwick provides global technical support from our systems support team in Memphis, Tennessee, from 7 a.m.–6 p.m. EST. Support analysts work directly with callers to resolve issues and provide status updates as long as the issues are outstanding. We direct urgent and after-hours calls to support analysts who are on call during non-business hours. There are no fees for technical support.</p> <p>Customer support</p> <p>Our telephonic customer support services are handled by Sedgwick care team representatives (CTRs). Our care team operations have bilingual (English/French) CTRs on staff and also use language line services for additional and off-hours support.</p> <p>EFI Global</p> <p>EFI is a full-service engineering, fire investigation, environmental, health and safety and specialty consulting services firm serving a variety of industries in both the public and private sectors. Over the last four decades, EFI has grown from a boutique firm specializing in handling insurance fraud and arson cases and providing expert witness testimony, to becoming a recognized leader in engineering failure analysis, origin and cause investigations, environmental consulting, laboratory testing and specialty consulting. Each member of EFI's multi-disciplinary team of more than 650 professional engineers, fire investigators, architects and scientists was selected for his or her technical proficiency, in-depth industry knowledge and commitment to professional integrity. Together, our diverse backgrounds and collective insights empower clients to make better-informed business decisions. EFI has extensive global coverage with offices in five countries, including Canada. EFI is part of the Sedgwick family of companies, a global leader in the independent insurance claims industry.</p> <p>Training and education resources</p> <p>Sedgwick can present new information to the City's staff through a variety of services at no extra cost:</p> <ul style="list-style-type: none"> • Lunch and learn • Educational seminars • Legal updates/whitepapers to adjusters and clients • Stewardship meetings and claim reviews <p>We offer numerous topics and seminars catering to many sides of the claims industry:</p> <ul style="list-style-type: none"> • Builders risk vs. wrap-up • Equipment breakdown • Liability claims investigation • Handling CAT claims/events • Forensic accounting and BI losses <p>Examples of recent educational seminars include:</p> <ul style="list-style-type: none"> • Preventing and defending municipal sidewalk and roadway claims • Workers' compensation in Ontario • Asbestos awareness for adjusters • Assessment and decontaminating illicit substances
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17	Describe any claims handling innovations that could be recommended to enhance the City's claims management program. Include the abilities that could be offered to ease the administrative burden of claims administration .	<p>We continue to leverage technology in daily operations to improve inefficiencies in the claims handling process. Sedgwick understands that evolving technology impacts the nature and methodology of claims administration as well as the perception of our industry. We stay ahead of emerging trends to automate processes, mitigate risks, promote growth, improve service and offer optimal solutions.</p> <p>Sedgwick budgets about 10% of our annual expense to innovation-specific investments. We also allocate roughly 40% of our annual budget to enhancements and feature additions to our software products and other technology. Our proprietary, multi-line platform, supported by a team of 2,000+ IT experts and data scientists, is at the heart of our ability to deliver innovative solutions with the best tools and processes available. Sedgwick maintains a focus on continual development that speaks to the evolving needs of all industry stakeholders.</p> <p>Sedgwick actively engages in conferences, discussions and proofs of concept with emerging InsurTech companies. This allows us to stay apprised of the most relevant offerings by companies of all sizes and lines of business, particularly in the technology sector, which is working to revolutionize the property and casualty space. Sedgwick's automation roadmap includes plans to expand our communication pathways with claimants; enhance the delivery of meaningful, advanced analytics for our clients' programs; and apply optimal technology solutions to expedite and simplify the claims handling process.</p> <p>As the workforce transitions over the next 10 years, we expect more functions and services to be automated, specifically related to claim data access and collection, communication options and data manipulation for program assessment and strategic planning. With these parameters in mind, we consider the following as current roadmap items:</p> <p>CTABS</p> <p>Our loss adjusting business uses our CTABS claims management system, which allows us to efficiently handle and track key data for our clients' claims. CTABS combines experience-based decision-making with domain-specific insurance knowledge to deliver best-in-class workflow, triage, process management and claims handling applications. CTABS consists of an application interface and system for entering, processing and managing claims data. An application database engine is used for managing the policy, carrier, broker and coverage data required for claims. These applications are processed centrally and available for customer remote access through a secure internet interface. Sedgwick continues to leverage technology for both daily and CAT operations.</p> <p>T&M Pro Suite</p> <p>Sedgwick owns the T&M Pro Suite of software, which is the premier billing and data management system developed and approved for the property loss and construction industries. It is designed to add structure and control to the repair process.</p> <p>viaOne</p> <p>viaOne global is an online portal that offers 24/7, real-time access to claim activity, with detailed reports and dashboards. This portal serves as a window into our internal claims management system, providing clients with the ability to view important claim data and documents, including reserves, payments and other financial information necessary for understanding the exposure. Role-based permissions ensure users have access to the appropriate information.</p>
18	Describe any value added services that could be provided to the City and, if any, the associated fees of those services.	<p>Sedgwick can offer several services to assist the City both pre- and post-loss. Services range from industry-leading forensic accounting to engineering and building consulting. Our product offering is everchanging, and we will have more to offer as we move forward. We have listed several of our domestic service offerings below and would be happy to discuss them at any time. These value-added services are a part of our fee structure; no additional fees would apply.</p> <p>Stewardship review</p> <p>Sedgwick firmly believes in the importance of regular stewardship meetings with our clients to review data/statistical information on a program's results with the goal of continuous improvement and guidance. We are able to provide detailed analyses, including all pertinent and mutually agreed-upon key performance metrics as well as periodic reviews against industry trends. Sedgwick would be pleased to work in collaboration with the City to determine the appropriate metrics that are important and relevant to you as well as review the effectiveness as they relate to the overall loss information. Stewardship meetings can be established according to the City's needs.</p> <p>EFI Global</p> <p>EFI, part of the Sedgwick family of companies, is a full-service engineering, fire investigation, environmental, health and safety, and specialty consulting services firm. In Canada, we offer several different services that may be of interest, and we would welcome discussion on how this unique division could provide you with assistance:</p> <ul style="list-style-type: none"> • Environmental services <ul style="list-style-type: none"> o Environmental site assessments, phase I, II, III o Asbestos and lead-based paint management o Indoor air quality management (IAQ) o Mold investigations o Industrial hygiene o Remedial design management o Monitoring well installation o Drilling and sampling o Regulatory compliance consulting o UST and AST petroleum management consulting services o Brownfields services • Facilities engineering services <ul style="list-style-type: none"> o Property condition studies (PCAs) o Construction monitoring o Forensic investigations • Forensic engineering services • Fire investigations • Specialty consulting <p>Major and complex loss division</p> <p>Large-scale, major losses are by their very nature intricate, complex and full of challenges. Sedgwick is one of the world's leading loss adjusting companies in the handling of the world's largest and most complex losses. With responsive risk management, technical loss adjusting and claims management expertise, we are ready to quickly respond to losses in any industry.</p> <p>Customer care center</p> <p>Sedgwick is able to provide call center services to our clients, supporting toll-free claim intake and emergency after-hours services 24 hours a day, seven days a week. Our customer care center operations receive new reports of claims for all lines of business. Clients have the option of using multiple reporting channels, including voice and email. Our call center operations offer bilingual services. Dedicated toll-free numbers can also be made available to provide a seamless after-hours call service. All calls are recorded for training and quality service standards, and regular reviews and audits are performed to ensure quality and service are being demonstrated.</p> <p>Building consulting</p> <p>Sedgwick maintains a team of building consultants made up of individuals with property construction expertise. Through our building consulting unit, we are able to offer a wide range of consulting services to owners and managers, insurance professionals, and facility and risk managers. Our services range from traditional cost estimating and scheduling to total project management — and everything in between.</p>

19	Describe any training and/or seminars that the Proponent would be able to provide to City staff, including any associated fees.	<p>Training and education resources</p> <p>Sedgwick can present new information to the City's staff through a variety of services at no extra cost, including:</p> <ul style="list-style-type: none"> • Lunch and learn • Educational seminars • Legal updates/Whitepapers to adjusters and clients • Stewardship meetings and claim reviews <p>We offer numerous topics and seminars catering to many sides of the claims industry, including:</p> <ul style="list-style-type: none"> • Builder's risk versus wrap-up • Equipment breakdown • Liability claims investigation • Handling CAT claims/events • Forensic accounting and BI losses <p>Examples of recent educational seminars include:</p> <ul style="list-style-type: none"> • Preventing and defending municipal sidewalk and roadway claims • Workers' compensation in Ontario • Asbestos awareness for adjusters • Assessment and decontaminating illicit substances <p>Sedgwick would happily partner with the City to develop suitable refresher training as needed or required. We are committed to meeting the ongoing educational needs of both our internal colleagues and the City's risk management staff.</p>
20	The City is currently insured with Intact Public Entities . Please describe any prior and/or existing experience with municipal insurers, including Intact Public Entities.	<p>As the incumbent, Sedgwick currently works with Intact Public Entities. Intact Public Entities is owned by Intact Financial Corporation, who also owns Royal-Sun Alliance (RSA).</p>
21	Describe your company's online claims service and capability and any related fees. What services will be available to the City, for example, on-line claims reporting, on-line review of claim details, reports, photographs, reserves, correspondence etc.	<p>CTABS is our state-of-the-art claims management system that combines experience-based decision-making with domain-specific insurance knowledge to deliver best-in-class workflow, triage, process management and claims handling applications. Access is via the internet (web-based) and Windows-based.</p> <p>CTABS is designed to handle multiple lines of coverage and supports multiple insurance carriers. The system suite consists of an application interface and system for entering, processing and managing claims data. An application database engine is used for managing the policy, carrier, broker and coverage data required for property and casualty claims. These applications are processed centrally and available for customer remote access through our proprietary, web-based viaOne suite of services. viaOne enables the City's authorized users to review claims through a secure internet session. In addition, claims can be submitted via fax, mail, telephone or email.</p> <p>Authorized viaOne users can easily generate, track and analyze their claims and property information, create home pages with graphical dashboards and key metrics, configure a custom screen, set their own system alerts and more. We can offer data in either report form (standard and/or customized; for custom reports, additional fees will apply). Through viaOne, Sedgwick can provide electronic web-based access to claims files based on specified criteria for the purpose of data collection and forecasting.</p> <p>Reporting can also be modified/customized to accommodate any special claims handling instructions as required by the City. This can include notifications of special situations and/or high reserves; settlement authority, time and expense records; special needs of any policyholder location; monitoring of location or other special code requirements; forwarding correspondence to approved parties and corporate attorneys; sending acknowledgement reports of claims; etc.</p> <p>In addition to measuring and executing to key metrics, we understand the importance of providing the City with information and data to make it easy to understand trends and communicate results throughout the organization. We can provide these details in reports and/or dashboards for use on a daily basis. We also provide dynamic customized reports that provide metrics and enable the user to easily view results on certain locations, claim types, Sedgwick offices, etc.</p> <p>For customized reporting, additional fees will apply.</p>
22	Describe how your company can assist the City with these services including related fees	<p>As the incumbent, Sedgwick will continue providing the City with property claims adjusting services. Service excellence is our overall company goal.</p> <p>Our property and loss adjusting team offers global expertise in adjudicating and managing property and casualty insurance claims for commercial and residential markets.</p> <p>Our experience — in concert with our commitment to superior customer service, local, regional and global expertise, and technology-based solutions for filing, investigating and tracking claims — positions Sedgwick as the optimal partner for the City's program.</p> <p>With our global resources, in-depth experience and caring counts culture, we are able to help the City navigate the increasingly complex claims and productivity management environment. Our specialty service offerings are designed to provide added value for our property clients. Whether integrated with our industry-leading claims adjusting and loss control solutions or used individually, these services bring advantages in cost, efficiency and ease.</p> <p>Our adjusters are committed to providing high-quality service and consistent communication, driving the best possible outcomes for the City. Our main focus is to get the City back to business as efficiently as possible. Our adjusters respond rapidly, manage and monitor the loss effectively and ensure the City has the information you require.</p>
23	Describe what services you offer for Loss Control/ Prevention Services, and the related fees.	<p>Loss control and prevention</p> <p>Our program fees include loss control and prevention services.</p> <p>We believe the development of an effective loss control consulting relationship requires the following key components:</p> <p>Data trending: Our data trending is a dynamic process that leverages historical information but also recognizes the importance of evaluating emerging trend information. Loss control projects may be driven by new developments in the industry with products, storage requirements and third-party forwarders but more frequently they tend to be driven by experience. A new development might entail facility expansion, the implementation of a new work process or equipment being used in the handling of products. However, we would more often anticipate prior history to be a driver in our activities.</p> <p>Meetings with key stakeholders to understand existing loss control programs: Armed with the data trends from both a historical perspective and emerging trends, meetings with the key stakeholders to present recommendations would occur. During this time, we assess any high-level influences and begin building the framework for a mitigation strategy. We would seek to understand what loss control practices are already in place, what is working and where expectations are not being met. A stakeholder meeting provides the right background, so we do not come into an arrangement with you and provide recommendations that have already been implemented. Strategies would also consider what can lead to a reduction of claims (e.g., training, root cause analysis) versus loss mitigation.</p>
24	Describe what resources may be available for on-line seminars, information sessions for City employees and the related fees	<p>Sedgwick can present new information to the City's staff through a variety of services at no extra cost, including:</p> <ul style="list-style-type: none"> • Lunch and learn • Educational seminars • Legal updates/Whitepapers to adjusters and clients • Stewardship meetings and claim reviews <p>We offer numerous topics and seminars catering to many sides of the claims industry, including:</p> <ul style="list-style-type: none"> • Builder's risk versus wrap-up • Equipment breakdown • Liability claims investigation • Handling CAT claims/events • Forensic accounting and BI losses <p>Examples of recent educational seminars include:</p> <ul style="list-style-type: none"> • Preventing and defending municipal sidewalk and roadway claims • Workers' compensation in Ontario • Asbestos awareness for adjusters • Assessment and decontaminating illicit substances

25	<p>In addition , the Proponent may propose any other related services that it believes may be beneficial to the City, and identify any additional costs associated with these services.</p>	<p>Sedgwick can offer several services to assist the City both pre- and post-loss. Services range from industry-leading forensic accounting to engineering and building consulting. Our product offering is everchanging, and we will have more to offer as we move forward. We have listed several of our domestic service offerings below and would be happy to discuss them at any time. These value-added services are a part of our fee structure; no additional fees would apply.</p> <p>Stewardship review</p> <p>Sedgwick firmly believes in the importance of regular stewardship meetings with our clients to review data/statistical information on a program's results with the goal of continuous improvement and guidance. We are able to provide detailed analyses, including all pertinent and mutually agreed-upon key performance metrics as well as periodic reviews against industry trends. Sedgwick would be pleased to work in collaboration with the City to determine the appropriate metrics that are important and relevant to you as well as review the effectiveness as they relate to the overall loss information. Stewardship meetings can be established according to the City's needs.</p> <p>EFI Global</p> <p>EFI, part of the Sedgwick family of companies, is a full-service engineering, fire investigation, environmental, health and safety, and specialty consulting services firm. In Canada, we offer several different services that may be of interest, and we would welcome discussion on how this unique division could provide you with assistance:</p> <ul style="list-style-type: none"> * Environmental services <ul style="list-style-type: none"> o Environmental site assessments, phase I, II, III o Asbestos and lead-based paint management o Indoor air quality management (IAQ) o Mold investigations o Industrial hygiene o Remedial design management o Monitoring well installation o Drilling and sampling o Regulatory compliance consulting o UST and AST petroleum management consulting services o Brownfields services * Facilities engineering services <ul style="list-style-type: none"> o Property condition studies (PCAs) o Construction monitoring o Forensic investigations * Forensic engineering services <ul style="list-style-type: none"> o Fire investigations * Speciality consulting <p>Major and complex loss division</p> <p>Large-scale, major losses are by their very nature intricate, complex and full of challenges. Sedgwick is one of the world's leading loss adjusting companies in the handling of the world's largest and most complex losses. With responsive risk management, technical loss adjusting and claims management expertise, we are ready to quickly respond to losses in any industry.</p> <p>Customer care center</p> <p>Sedgwick is able to provide call center services to our clients, supporting toll-free claim intake and emergency after-hours services 24 hours a day, seven days a week. Our customer care center operations receive new reports of claims for all lines of business. Clients have the option of using multiple reporting channels, including voice and email. Our call center operations offer bilingual services. Dedicated toll-free numbers can also be made available to provide a seamless after-hours call service. All calls are recorded for training and quality service standards, and regular reviews and audits are performed to ensure quality and service are being demonstrated.</p> <p>Building consulting</p> <p>Sedgwick maintains a team of building consultants made up of individuals with property construction expertise. Through our building consulting unit, we are able to offer a wide range of consulting services to owners and managers, insurance professionals, and facility and risk managers. Our services range from traditional cost estimating and scheduling to total project management — and everything in between.</p>
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QUALIFICATIONS AND COMPETENCIES

Provide a descriptive outline of work processes to demonstrate your firm's qualifications and competencies.

Line Item	Description	Yes/No	Response *
1	The Proponent must be licensed as an adjusting firm by the Financial Services Commission of Ontario (FSOO)		Yes. As the incumbent, Sedgwick can comply with this requirement. Both our lead adjuster and back-up adjuster are licensed in the province of Ontario to ensure compliant claims adjudicating and administration. Our Canadian licensing officer monitors the adjusters' licenses and works with them to complete their renewals annually.
2	The proponent must have a skilled and knowledgeable staff that is available 24 hours a day, 365 days a year for services, including but not limited to, claims reporting after hour visits to scenes of loss, respond to telephone and email inquiries and after hours emergency response.		Yes. As the incumbent, Sedgwick can comply with this requirement. Our adjusters are available 24 hours a day, 7 days a week. Where after-hours adjusting services are required, we will work with the City to establish and ensure the necessary protocols are in place, including which adjusters are to be contacted in the event of any urgent or emergency situations where the control adjuster is unavailable. We maintain a roster of adjusters who are able to respond to emergencies after hours. This roster is updated on a weekly basis according to adjuster workload, location and availability. Should a loss occur after business hours, the customer care center can be engaged. They take the claims in and dispatch the on-call adjuster listed for the City's account. Alternatively, in many cases, our municipal clients reach out directly to their control adjuster for after-hours emergencies. We welcome further discussion regarding our after-hours services.
3	The proponent must demonstrate an ability to perform adjusting services in conformity with provincial requirements and the City's expectations.		Yes. As the incumbent, Sedgwick can comply with this requirement. Our lead adjuster, Ryan Zavitz, has been handling claims for the City since its inception in 2018, and has extensive knowledge of the City's expectations as well as any provincial requirements. Likewise, Sedgwick's back-up adjuster, Derrick Filoon, is also very familiar with the City, as he has been with the program since inception. Derrick has been adjusting claims within the province of Ontario for more than 20 years.
4	The Proponent must have knowledge and understanding of various acts that affect the City, including but not limited to these, and the regulations thereunder, Municipal Act 2001, S.O. 2001, c.25 Drainage Act, R.S.O. 1990, c. D.17, Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 Building Code Act, 1992, S.O. 1992, C.23, O.Reg 213/07, FIRE CODE, made under the Fire Protection Act 1997, S.O. 1997, c.4		Yes. As the incumbent, Sedgwick can comply with this requirement.
5	The Proponent must have the ability to understand insurance policy wordings, including specialized policies		Yes. As the incumbent, Sedgwick can comply with this requirement.
6	The Proponent must have the expertise and resources available locally to adjust claims to the satisfaction of the City and the residents of the community.		Yes. As the incumbent, Sedgwick can comply with this requirement. Our lead adjuster, Ryan Zavitz, is a current resident of the City of Sault Ste. Marie. As a local, Ryan is greatly familiar with the City, its residents and surroundings. In addition, and as previously mentioned, Derrick Filoon, the City's back-up adjuster, also has a thorough knowledgebase of the City, as he has been on the program since 2018.
7	The Proponent must have a local office in Sault Ste. Marie where the lead adjuster works, that provides the required resources to fulfill adjusting services. Please include address of local office.		Yes. As the incumbent, Sedgwick can comply with this requirement. Our office is located at 369 Queen Street East, Sault Ste. Marie, Ontario P6A 1Z2. Ryan Zavitz, the lead adjuster for the City, works locally from this location and can easily navigate to attend any sites as required.
8	The Proponent shall not employ an adjuster that is an employee of the City.		Yes. As the incumbent, Sedgwick can comply with this requirement.

FORM OF AGREEMENT

A sample Form of Agreement, which will form the basis of any negotiation for the Work is provided in the Documents section of this bid opportunity. Proponents will clearly indicate in the response box below, any condition in the Form of Agreement that is not acceptable and provide alternate wording for the City's Solicitor review and consideration.

If the Form of Agreement is acceptable, proponents will select the check box to opt out of completing the form.

We will not be submitting for FORM OF AGREEMENT

Line Item	Response
1	

PROPONENT CONTACT INFORMATION

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	Sedgwick Claims Management Services, Inc.
Office Address	5915 Airport Road, Suite 200 Mississauga, Ontario L4V 1T1
Contact Name and Title	Janissa Johnston, Assistant Vice President, Sales and National Accounts
Contact Phone and Email	Telephone: 416.500.0069 Email address: Janissa.Johnston@sedgwick.com
Name of Company's Authorized Signatory	Scott Rogers, Executive Vice President and Chief Growth Officer

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Line Item	Introduction & Overview
1	

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Line Item	Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
1		1. Town of the Blue Mountains Description of services: Liability, subrogation, property and municipal claims handling	2. Trillium Mutual Description of services: Liability, subrogation and property claims handling	3. Germania Mutual Description of services: Oil spill claims, property, first-party liability and automobile claims handling
2		N/A	N/A	N/A
3		N/A	N/A	N/A
4		N/A	N/A	N/A
5		N/A	N/A	N/A
6		N/A	N/A	N/A

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects with Public Agencies; of a similar size and scope; and completed with the last five (5) years.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name	Town of the Blue Mountains	Trillium Mutual	Germania Mutual
2	Contact Information (Phone, Email, Address)	Contact person: Serena Wigress, Manager of Purchasing and Risk Management Telephone: 519.599.3131 ext. 278 Email: swigress@thebluemountains.ca Address: 32 Mill Street, P.O. Box 310, Thornbury, Ontario N0H 2P0	Contact person: David Colyn, Claims Manager Telephone: 519.291.9300 ext. 5714 Email: dcolyn@trilliummutual.com Address: 495 Mitchell Road South, Listowel, Ontario N4W 0C8	Contact person: Todd Fortney, Claims Manager Telephone: 519.665.2041 Email: tfortney@germaniamutual.com Address: 403 Mary Street, P.O. Box 30, Ayrton, Ontario N0G 1C0
3	Detail of Reference Project	Description of work: Liability, subrogation, property and municipal claims handling Duration of work: 9+ years	Description of work: Liability, subrogation and property claims handling Duration of work: 10+ years	Description of work: Oil spill claims, property, first-party liability and automobile claims handling Duration of work: 10+ years

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Line Item	Name *	Role *	# Years *	Responsibility *
1	Ryan Zavitz	Senior Claims Adjuster	23 years of industry experience and seven years on the City's program	Ryan will remain in his role as lead claims adjuster for the City. Ryan handles moderate to complex commercial liability claims, product and construction liability claims, casualty claims (CGL) and bodily injury claims.
2	Derrick Filoon	Regional Manager and Senior Adjuster	25+ years of industry experience and seven years on the City's program	Derrick will remain in his role as back-up adjuster for the City. Derrick can handle moderate to large complex claims and losses for all lines. For the City, Derrick completes task assignments and handles a variety of claims.
3	Michael Morris	Vice President, Public Entities	37 years of industry experience	Michael will continue providing oversight and technical leadership for the City's program.
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Demonstrate your Firm's and consulting team's expertise in provision of insurance adjusting services of similar scope and size, within the last five(5) years:

Include relevant past experience on similar projects and professional representative experience, providing relevant (minimum of 3) Preference will be given to firm's with Municipal and/or public agency insurance handling experiences.

Include listings of Key Personnel with brief Curriculum Vitae(CV) including Roles and Responsibilities to be utilized for the Project. List Project Team and Experience and Qualifications.

- [Curriculum Vitae\(CV\)](#) - Sedgwick Claims Team CVs.pdf - Friday December 13, 2024 14:51:05
- [Additional Document](#) - Sedgwick company overview + additional documents.pdf - Friday December 13, 2024 15:06:14

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Scott Rogers, Executive Vice President and Chief Growth Officer, Sedgwick Claims Management Services, Inc.

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum #1 2024LGL-01-P Independent Claims Adjusting Services Thu November 21 2024 10:20 AM	<input checked="" type="checkbox"/>	4



Ryan Zavitz | Senior Claims Adjuster, CIP

Sault Ste. Marie, ON

Office: 705-942-0324

Ryan.Zavitz@sedgwick.com



Professional Summary:

Ryan Zavitz is a Senior Claims Adjuster with 23 years of industry experience. Ryan handles moderate to complex commercial liability claims, product and construction liability claims, casualty claims (CGL) and bodily injury claims. He is licensed in Ontario.

Professional Experience:

Sedgwick Canada Inc. Claims Adjuster	2018 – Present
Cunningham Lindsey Canada Claims Adjuster	2001 – 2018
Cunningham Linsey Canada National Service Centre	1998 – 2001

Licenses and Certifications

- Adjusters License – Ontario
- Chartered Insurance Professional (CIP) Designation
- Member, Ontario Independent Adjusters Association (OIAA)
- Member, Canadian Insurance Adjusters Association (CIAA)
- Member, Insurance Institute of Canada (IIC)



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Education and designations:

Business Insurance Program, Mohawk College

Chartered Insurance Professional (CIP) Designation

Vale National Training Centre – Casualty Adjusting, Residential Building Damage, Estimating,
Commercial Building, and Damage Estimating

Derrick Filoon | Regional Manager - Ontario Region, B.B.A., CIP

Sudbury, Ontario

Office: 705-929-2288

derrick.filoon@sedgwick.com

Professional Summary:



Derrick is the Regional Manager in the Ontario region. He has an impressive career spanning just over 20 years in the insurance industry. He has held key leadership roles, including Regional and District Manager, across various insurance companies. He has demonstrated exceptional leadership skills, overseeing and guiding teams to success within their respective regions and/or districts. Additionally, his experience as a Staff Adjuster and Sales & Branch Manager speaks to his well-rounded knowledge of the industry. Honing his expertise in claims assessment and handling plays a pivotal role in facilitating partnerships and business relationships, showcasing his ability to drive revenue and growth. Derrick's extensive experience in management, claims, and sales within the insurance sector makes him an asset to our team. His professional focus is on Environmental spills, Large Complex Fire Loss, and Commercial General Liability claims.

Licenses and Certifications:

All Lines Licensed Adjuster
Chartered Insurance Professional (CIP) Designation
Member, Ontario Independent Adjusters Association (OIAA)
Member, Canadian Independent Adjusters Association (CIAA)

Claims Experience:

- Experience handling complex environmental spill claims involving municipal water sources. Working with various experts and government agencies to delineate loss, limit liability exposure and facilitate a clean up that satisfied all parties.
- Experience handling large complex fire losses – in excess of \$8M
- Experience with Commercial General Liability Losses – extensive experience with claims involving the health care community.
- CAT Adjuster – Assisting in creating Xactimate Estimates for houses with valuations between \$2M - \$15M – Following Wildfire Losses in Napa, California
- Worked as a licensed RIBO Broker – Appreciation for the difficulty in retaining new clients and the importance of great claim service to retain them.
- More than 25 years' experience as Independent Adjuster



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Professional Experience:

Sedgwick Canada Inc. Regional Manager/Senior Claims Adjuster	2014 – Present
Cunningham Lindsey District Manager/Manager/Senior Claims Adjuster	2006 – 2014
Chubb Insurance Staff Adjuster	2002 – 2006
Underwriter's Adjustment Bureau Sales Manager	2000 – 2002
Underwriter's Adjustment Bureau Branch Manager	1998 – 2000

Specialized Education:

Chartered Insurance Professional (CIP) Designation
Xactimate Certified
Boeckh Scope, Property Loss
Boeckh Estimating Software, Unit Prices Estimates

Education:

Bachelor of Business Administration; Wilfrid Laurier University

Michael Morris | Vice President – Public Entities, **B.A., CIP**

Guelph, ON

Cell: 519-823-6535 Office: 519-822-7110

Michael.Morris@sedgwick.com



Professional Summary:

Michael Morris is the Vice President of Sedgwick Canada's Public Entities and is based out of Guelph, Ontario. With a 37-year tenure in the insurance industry along with his CIP designation, he is a seasoned expert. His primary focus revolves around municipal liability, where his extensive experience lends invaluable insights into navigating the complexities of public sector risk management. Additionally, his proficiency extends to both commercial and personal liability realms, reflecting his versatile skill set. Furthermore, his specialized concentration in medical malpractice claims underscores his commitment to thoroughness in addressing intricate legal and medical nuances. Michael's professional focus is on Municipal Liability, Commercial Property, and Medical Malpractice claims.

Licenses and Certifications

Chartered Insurance Professional (CIP) Designation
Member, Insurance Institute of Canada (IIC)
Member, Canadian Independent Adjusters Association (CIAA)
Member, Ontario Independent Adjusters Association (OIAA)

Claims Experience:

- Handles Municipal Liability
- Experienced in Commercial Property & Personal Liability
- Concentration on Medical Malpractice

Professional Experience:

Sedgwick Canada Inc. 2018 – Present
Vice President – Public Entities Canada / Operations Canada

Cunningham Linsey 1988 – 2018
Assistant Vice President – Operations / Public Entities



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Specialized Education:

Chartered Insurance Professional (CIP) Designation
Professional Workshops: Property and Mould, Various industry Municipal Liability
and Government Claims Seminars

Education:

Bachelor of Arts Degree; University of Guelph



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2024LGL-01-P

INDEPENDENT CLAIMS ADJUSTING SERVICES

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System
no later than 4:00 p.m. local time on Friday, December 13, 2024.

November 15, 2024

1. INFORMATION TO PROPONENTS	3
1.1 Introduction	3
1.2 Methodology for Submitting Proposals.....	3
1.3 Errors, Omissions, Clarifications.....	4
1.4 Withdrawal/Decline of Proposal	5
1.5 Informal Proposals.....	5
1.6 Proposal Evaluation.....	5
1.7 Site Inspection and Requirements of Work	6
1.8 Proposal Left Open	6
1.9 Schedule.....	7
1.10 Incurred Costs.....	7
1.11 Alterations to Documents.....	7
1.12 Confidentiality & Post-Award Comment.....	7
1.13 Municipal Freedom of Information & Protection of Privacy Act.....	8
1.14 Indemnification and Insurance	8
1.15 Agreement for Services	9
2. TERMS OF REFERENCE	10
2.1 Introduction	10
2.2 Background	10
2.3 Scope of Services.....	11
3. SUBMISSION REQUIREMENTS	13
3.1 Experience & References	13
3.2 Methodology.....	13
3.3 Fee Schedule.....	14
4. APPENDICES	15
Applicable Documents	15

SECTION 1

1. INFORMATION TO PROPONENTS

1.1 *Introduction*

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from Insurance Adjusting Companies licensed in the Province of Ontario. Firm pricing is required for three (3) years commencing February 28, 2025.

The purpose of this request is to secure a qualified Insurance Adjusting Firm to provide claims adjusting services. The successful firm will act as the City's agent in investigating, negotiating, settling and advising the City with respect to claims both against the City and claims by the City against third parties. Preference will be given to firms with Municipal and other Public Sector claims handling experience.

Services are requested for a period of three (3) years commencing February 28, 2025 (the "Term") unless terminated earlier as permitted under the conditions of the termination clause as provided in the Form of Agreement. The Services would automatically extend for another two (2) years on the same terms and conditions unless the City provides notice ninety (90) days prior to the expiry of the Term that it desires to terminate the Agreement at the end of the Term.

1.2 *Methodology for Submitting Proposals*

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal and

up until Proposal closing time and date in the event additional addenda are issued. transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

Proposals should be limited to twenty-five (25) pages.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at *saultstemarie.bidsandtenders.ca* prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to “**Incomplete**”. The Proponent is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

- 1) Firms demonstrated expertise in adjusting work on other accounts as large and complex as the City's. Include relevant past experience on similar Municipal accounts and detail the qualifications, experience and education of the lead adjuster that would be accountable for the City's claims. Also include detailed information of all other members of the Adjusting team, including support staff. Provide references (25%)
- 2) Proponents experience knowledge and qualifications and understanding of the needs of the municipalities (25%)
- 3) Detailed proposed service plan and methodology to be undertaken, including any other information or content relevant to providing this service. (20%)
- 4) A fee schedule (showing HST as extra) Fee schedule should show hourly rate for claims,

fees for claims billed on a claim basis and fees for consultation on potential claim matters. No further payment will be made above this figure unless authorized in advance by the City. See Claims Adjusting Fee Schedule (30%)

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be found by visiting [Sault Ste Marie Health and Safety page](#) Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

- (A) Release of RFP: November 15, 2024
- (B) Question Close: December 6, 2024
- (C) Submission of Proposal: December 13, 2024
- (D) Recommendation of Award: January 17, 2025
- (E) Commencement of Services: February 28, 2025

The City reserves the right to alter the scheduling of items “D” to “E”. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may be limited to written notification to all Proponents of the successful Proponent's name and address only. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

The successful proponent shall maintain during the term of the contract comprehensive general liability insurance subject to limits of not less than \$10,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The comprehensive general liability insurance shall include insurance of:

- Products and completed operations liability
- Contractual liability
- Cross liability
- Contingent employer's liability

Errors and Omissions liability insurance in an amount do not less than \$10,000,000 per occurrence shall be maintained during the term of this contract.

A Certificate of Insurance showing proof of the above insurance coverage shall be provided to the City prior to the commencement of the work. With respect to the Comprehensive General Liability policy , the City is requesting be included as an additional insured.

Any deviations from the above insurance requirements must be included in your proposal .

1.15 Agreement for Services

The successful Proponent will be required to enter into an Agreement with the City, a copy of which Form of Agreement is attached to the Document Section of the Bid Opportunity. The City will prepare the agreement based upon the City's issued Request for Proposal (as Schedule "A" to the Agreement) and the Proponent's submitted Proposal (as Schedule "B" to the Agreement).

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from qualified claims adjusting firms to provide the service of claims handling to the City.

The purpose of this request is to secure Claims Adjusting Services that would be the best combination of cost and adjusting services. Adjusting Firms responding to this RFP should have a proven track record in the adjusting and management of Municipal liability claims in Ontario

Based on the information provided within this RFP, the Proposal is to:

- Handle claim matters on behalf of the city under various insurance policies
- Settle claims under the City's property and liability insurance policies
- Provide risk management services as required.

The successful firm will act as the City's insurance adjusting firm and carry out the investigating negotiating, settling and advising the City regarding claims that are made both against the City and claims by the City against third parties. Firms with municipal or other public entity claims handling experiences will be provided preference.

Services are requested for a period of five (3) years commencing February 28, 2025 (the "Term") unless terminated earlier as permitted under the conditions of the termination clause as provided in the Form of Agreement. The Services would automatically extend for another two (2) years on the same terms and conditions unless the City provides notice ninety (90) days prior to the expiry of the Term that it desires to terminate the Agreement at the end of the Term.

2.2 Background

The City of Sault Ste. Marie takes a proactive approach to claims handling. We have an experienced and well organized Legal Department with a Risk Management Division that is committed to treating all claims made against the City fairly and promptly. We consider our independent claims adjuster to be an integral part of the claims process. We have assets of almost \$300 million dollars, an annual budget of \$186 million dollars, cover a very large geographic area and have operations that are complex and diverse. The City's independent claims adjuster must have significant experience with accounts as large and complex as the City and offer a wide range of services and expertise.

The City's Risk Management Division proactively manages the insurance portfolio, claims administration, risk management issues and related activities. Insurance and Risk Management is

a Section of the Legal Department and has been in place since 2016. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management.

The number of claims that have been experienced by the City over the last five years are as follows:

2024- 85 (up to November 1, 2024)

2023- 168

2022- 250

2021- 106

2020- 194

These numbers include claims for bodily injury, bodily injury (auto related) , errors and omissions claims, property damage claims. The Proponent must be prepared and have the expertise to handle such claim types and volumes. The volume of claims is unpredictable from year to year. The claimants are taxpayers of the City and it is important to resolve claims quickly and fairly, combined with practical efficiency.

2.3 Scope of Services

The City of Sault Ste. Marie invites proposals for the provision of the following independent claims adjusting services to include but not limited to the following: **Proponents are to provide written responses within Section 3: Project Understanding, Approach, Work Plan Table: to the following:**

1. Adjustment and/ or negotiation and/or investigation and/or settlement and/or damage assessment of claims against the City on a task assignment basis.
2. Skilled and knowledgeable staff that are available 24 hours a day, 365 days a year for services, including but not limited to, claim reporting , after hours visits to scenes of loss, respond to telephone enquiries, and after hours emergency responses.
3. Delivering professional, knowledgeable, and consistent services from a lead insurance adjuster for the various types of coverages under the City's insurance program.
4. Reports will be required on a timely basis. We will want the successful proponent to work with us to develop a report format that is suitable to us.
5. Claims management. Where the City has claims with it's insurers, the adjuster will be expected to assist in expediting the claims, including any research required.
6. Attend meetings as required with City Staff and others as may be required from time to time by the City.

7. Loss Control/Preventive Services. A full description of what services you offer and the related fees will be required.
8. Describe what resources may be available for on-line seminars, information sessions for City employees and the related fees
9. In addition, the Proponent may propose any other related services that it believes may be beneficial to the City of Sault Ste. Marie and identify any additional costs associated with these services.

2.4 Project Schedule

The Request for Proposal will be released November 15, 2024 and will close on December 13, 2024. The Proposals will be evaluated following the closing date. It is anticipated that the Request for Proposal will be awarded by January 17, 2025. The agreement for the Insurance Adjusting Services will commence February 28, 2025. This schedule is subject to change at the sole discretion of the City and appropriate notice of any changes will be provided to potential Proponents where feasible.

SECTION 3

3. SUBMISSION REQUIREMENTS

To be completed online through the Bidding System

3.1 *Experience & References*

Demonstrate your Firm's and consulting team's expertise in provision of insurance adjusting services of similar scope and size, within the last five (5) years preferred.

- Include relevant past experience on similar projects and professional representative experience, providing relevant references (minimum of 3). Preference will be given to firm's with Municipal and/or public agency insurance handling experiences.
- Include listing of Key Personnel with brief Curriculum Vitae (CV) including Roles and Responsibilities to be utilized for the Project.

Complete these items within the Bidding System :

Step 3- References

- Company Overview- Profile of Claims Adjusting Firm
- Previous Relevant Projects- Previous Municipal or Public Sector agency
- References
- Project Team Experience and Qualifications

Step 4 Documents

- CVs, as Document Upload
- Operating License

3.2 *Methodology*

Proponent to demonstrate their understanding of the scope and purpose of the project, project requirements, and deliverables including details of their Work Plan and Methodology.

Proponents should include details of their proposed work plan and methodology providing recommendations of how the key components of the project will be delivered.

Provide descriptive outline of work processes to demonstrate your firm's qualifications and competencies listed.

Value Add Services- Outline any additional services which may be beneficial to delivery and

completion of the Project.

Bidding System:

- Project Understanding, Methodology, Approach and Work Plan
- Qualifications and Competencies

3.3 Fee Schedule

Complete these section(s) within the Bidding System:

- Step 1: Schedule of Prices
 - Optional – Value Add Services Rates
- Step 4: Documents
Complete Claims Adjusting Fee Schedule and terms being offered to the City, (HST shown as extra).

SECTION 4

4. APPENDICES
Applicable Documents

- Form of Agreement
- Claims Adjusting Fee Schedule

2024LGL-01-P - INDEPENDENT CLAIMS ADJUSTING SERVICES

Opening Date: November 15, 2024 3:00 PM

Closing Date: December 13, 2024 4:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated, HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Optional- Value Add Services -Rates

Proponent will itemize value add services (if applicable) that are available to City staff and the rates associated with those services, as requested through questions within Section 3- Project, Understanding and Work Plan Table .

We will not be submitting for Optional- Value Add Services -Rates

Line Item	Description	Unit	Rate
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROJECT UNDERSTANDING, APPROACH AND WORK PLAN

The proponent will provide detailed information demonstrating their project understanding and proposed work methodology to achieve the project deliverables.

Line Item	Description	Response *
1	The Proponent is to provide a general statement of the Proponents specialization and expertise, continuing education and training. Describe your teams ability to assist the Municipality with claims handling, reserves and negotiations with insurers, Claimants, lawyers and City Representatives.	
2	Proponent to describe how they stay updated on changes affecting municipalities in general.	
3	Proponent to submit a Statement of Understanding which includes the Proponents knowledge of the municipal claims environment, opportunities and challenges.	
4	Provide information including brief resumes for the Account Manager and lead adjuster(s) as well as other team members, with the overall responsibility for the City's claims.	
5	Describe your claims handling principle and strategy, your servicing plan, your service standards and timeframes for deliverables for the City. The Proponent should include how they will process Municipal claims from the assignment to conclusion of a claim. Include response time, the timing of reports, communications with the City, denials, obtaining releases and providing payments, subrogation tasks, setting reserves, file closure, meetings with City staff and billing procedures.	
6	Describe your claims handling principle regarding subrogation matters, include in your fee schedule if they will be billed differently.	
7	Describe your claims handling principle for claims that may require adjustment outside of Ontario, include your fee schedule if they will be billed differently.	
8	Describe your claims handling principle for handling of one claim with multiple claimants (ie. water main break, sewer back up etc.)	
9	Confirm the availability of lead adjusters to respond to claims on a 24/7 basis, adequate support staff and the availability of support services and other resources as may be necessary. Include how a catastrophic claim or emergency would be handled and provide any examples of loss adjusting completed by your adjuster(s).	
10	Describe the Proponents experience and capacity in providing emergency disaster related and similar services. Include the response time for the lead adjuster(s) to be on site in the event of an emergency or a catastrophic claim.	
11	Describe the Proponents transition plan from being awarded to providing all encompassing service effective February 28, 2025, including transitioning active open claims files, where applicable.	
12	Proponent to provide sample reporting that would be available to the City, including a claim report, claims bordereau, annual Stewardship review. Describe the claims recording, reporting and analysis forms and systems.	
13	Describe billing process for time and expenses and provide a sample of a detailed claim invoice.	
14	Describe the roles and responsibilities of the Proponents Account Manager, lead adjuster(s) and any other key members of the service team. Also, include the expected roles and responsibilities of the City's insurer (s) , insurance broker and City staff responsible for the claims management program.	
15	Describe any database and on-line claims service, reporting and claim documentation review capabilities.	
16	Describe and identify any loss prevention, loss control, technical and other support services that would be available to the City as part of your services.	
17	Describe any claims handling innovations that could be recommended to enhance the City's claims management program. Include the abilities that could be offered to ease the administrative burden of claims administration .	
18	Describe any value added services that could be provided to the City and, if any, the associated fees of those services.	
19	Describe any training and/or seminars that the Proponent would be able to provide to City staff, including any associated fees.	
20	The City is currently insured with Intact Public Entities . Please describe any prior and/or existing experience with municipal insurers, including Intact Public Entities.	
21	Describe your company's online claims service and capability and any related fees. What services will be available to the City, for example, on-line claims reporting, on-line review of claim details, reports, photographs, reserves, correspondence etc..	
22	Describe how your company can assist the City with these services including related fees	
23	Describe what services you offer for Loss Control/ Prevention Services, and the related fees.	
24	Describe what resources may be available for on-line seminars, information sessions for City employees and the related fees	
25	In addition , the Proponent may propose any other related services that it believes may be beneficial to the City, and identify any additional costs associated with these services.	

QUALIFICATIONS AND COMPETENCIES

Provide a descriptive outline of work processes to demonstrate your firm's qualifications and competencies.

Line Item	Description	Yes/No	Response *
1	The Proponent must be licensed as an adjusting firm by the Financial Services Commission of Ontario (FSOO)		
2	The proponent must have a skilled and knowledgeable staff that is available 24 hours a day, 365 days a year for services, including but not limited to, claims reporting after hour visits to scenes of loss, respond to telephone and email inquiries and after hours emergency response.		
3	The proponent must demonstrate an ability to perform adjusting services in conformity with provincial requirements and the City's expectations.		
4	The Proponent must have knowledge and understanding of various acts that affect the City, including but not limited to these, and the regulations thereunder, Municipal Act 2001, S.O. 2001, c.25 Drainage Act, R.S.O. 1990, c. D.17, Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 Building Code Act, 1992, S.O. 1992, C.23, O.Reg 213/07, FIRE CODE, made under the Fire Protection Act 1997, S.O. 1997, c.4		
5	The Proponent must have the ability to understand insurance policy wordings, including specialized policies		
6	The Proponent must have the expertise and resources available locally to adjust claims to the satisfaction of the City and the residents of the community.		
7	The Proponent must have a local office in Sault Ste. Marie where the lead adjuster works, that provides the required resources to fulfill adjusting services. Please include address of local office.		
8	The Proponent shall not employ an adjuster that is an employee of the City.		

FORM OF AGREEMENT

A sample Form of Agreement, which will form the basis of any negotiation for the Work is provided in the Documents section of this bid opportunity. Proponents will clearly indicate in the response box below, any condition in the Form of Agreement that is not acceptable and provide alternate wording for the City's Solicitor review and consideration.

If the Form of Agreement is acceptable, proponents will select the check box to opt out of completing the form.

We will not be submitting for FORM OF AGREEMENT

Line Item	Response
1	

PROPONENT CONTACT INFORMATION

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	
Office Address	
Contact Name and Title	
Contact Phone and Email	
Name of Company's Authorized Signatory	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor learning arrangement you shall slate below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

COMPANY OVERVIEW

Provide a brief overview of your Company outlining information such as history; description of firm; size and range of activities; knowledge of work etc.

Line Item	Introduction & Overview
1	

PREVIOUS RELEVANT PROJECTS

Proponent to provide a detailed outline of three (3) recent projects its firm has delivered which are considered relevant and comparable to this project request in size and complexity.

Line Item	Description	Past Project #1 *	Past Project #2 *	Past Project #3 *
1				
2				
3				
4				
5				
6				

REFERENCES

Provide name and contact information for three (3) client references. References should be for projects with Public Agencies; of a similar size and scope; and completed with the last five (5) years.

Line Item	Description	Reference #1 *	Reference #2 *	Reference #3 *
1	Client Reference Name			
2	Contact Information (Phone, Email, Address)			
3	Detail of Reference Project			

PROJECT TEAM EXPERIENCE AND QUALIFICATIONS

Proponent will provide its project team composition. Identify the named individuals who will be assigned to this project, their specific role and responsibilities on the team. Include any agents, employees, and subconsultants who will be involved in providing the deliverables

Project team's resumes (CVs) showing experience and qualifications are to be uploaded in the Document Upload section of the Bidding System

- Project team members will not be changed out without written request by the Consultant, and must be approved in writing in advance by the City

Line Item	Name *	Role *	# Years *	Responsibility *
1				
2				
3				
4				
5				
6				

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Demonstrate your Firm's and consulting team's expertise in provision of insurance adjusting services of similar scope and size, within the last five(5) years:

Include relevant past experience on similar projects and professional representative experience, providing relevant (minimum of 3) Preference will be given to firm's with Municipal and/or public agency insurance handling experiences.

Include listings of Key Personnel with brief Curriculum Vitae(CV) including Roles and Responsibilities to be utilized for the Project. List Project Team and Experience and Qualifications.

- Curriculum Vitae(CV) * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2025-13

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 257 to the Official Plan for the City of Sault Ste. Marie (Orlando Rosa for Second Line Properties Ltd., Harvey West, 550 Second Line East).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 257 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2025\Second Line East, 550\2025-13 550 Second Line East OP Amendment.docx

**AMENDMENT NO. 257
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Industrial-Commercial Policies, and to the Land Use Map (Schedule C).

LOCATION

PT LOT 38, RCP H744 TARENTOROUS, PARTS 1 and 2, 1R-11644; S/T EASEMENT IN GROSS OVER PART 2, 1R-11644 AS IN AL45727; SAULT STE. MARIE, having Civic Number 550 Second Line E, located on the North side of Second Line East, approximately 287 metres West of Great Northern Rd.

BASIS

The Text Amendments are necessary in view of an application to permit:

- a. Permit office space uses up to 250m² on the subject property

Council now considers it desirable to amend the Official Plan.

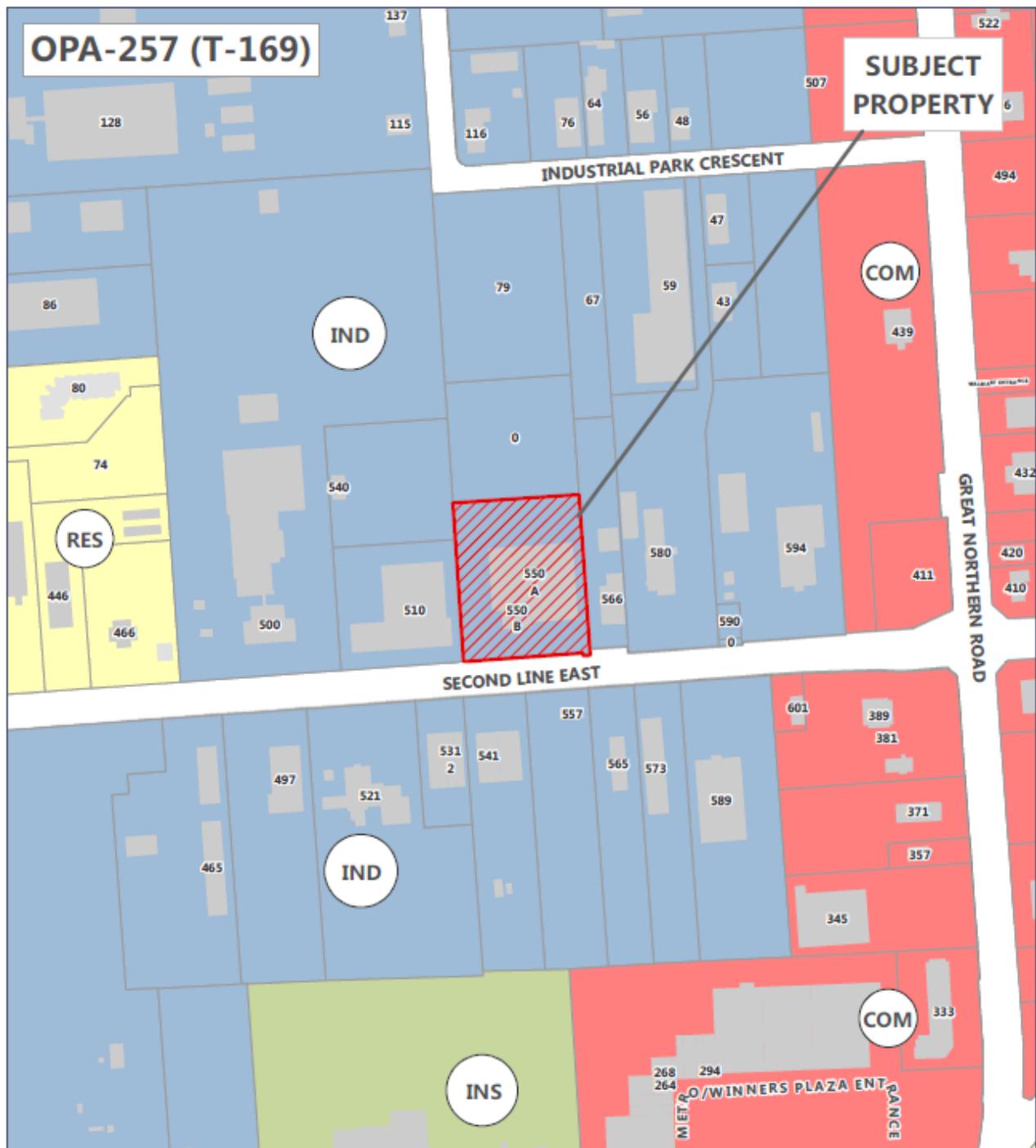
DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

169. Notwithstanding Industrial-Commercial Policy I.10 of the Official Plan, the property described PT LOT 38, RCP H744 TARENTOROUS, PARTS 1 and 2, 1R-11644; S/T EASEMENT IN GROSS OVER PART 2, 1R-11644 AS IN AL45727; SAULT STE. MARIE, having Civic Number 550 Second Line E, located on the North side of Second Line East, approximately 287 metres West of Great Northern Rd. , may allow office space upon the subject area development up to 250m².

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



Application A-14-24-Z.OP: Official Plan Land Use

Property Information



Planning and Enterprise Services

Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

- Subject_Property
- Parcel Fabric
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands

Civic Address: 550 Second Line East
 Roll No.: 030062008010000
 Map No.: 84/1-94
 Date Created: January 16, 2025

0 40 80 m 14,000
 This map is for general reference only.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-14

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **550 SECOND LINE EAST; LOCATED ON THE NORTH SIDE OF SECOND LINE EAST APPROXIMATELY 287M WEST OF GREAT NORTHERN ROAD; CHANGE FROM M2 TO M2.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 84/1-94 of Schedule “A” to By-law 2005-150, is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding section (440) and heading as follows:

“(440) – 550 SECOND LINE EAST

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the north side of Second Line East approximately 287m west of Great Northern Road and having civic no. 550 Great Northern Road and outlined and marked “Subject Property” on the map attached as Schedule 440 hereto is changed from M2 (Medium Industrial) zone to M2.S (Medium Industrial) zone with a “Special Exception” to, in addition to those uses permitted in an M2 zone:

1. Office use up to 250m² in size.”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 257.

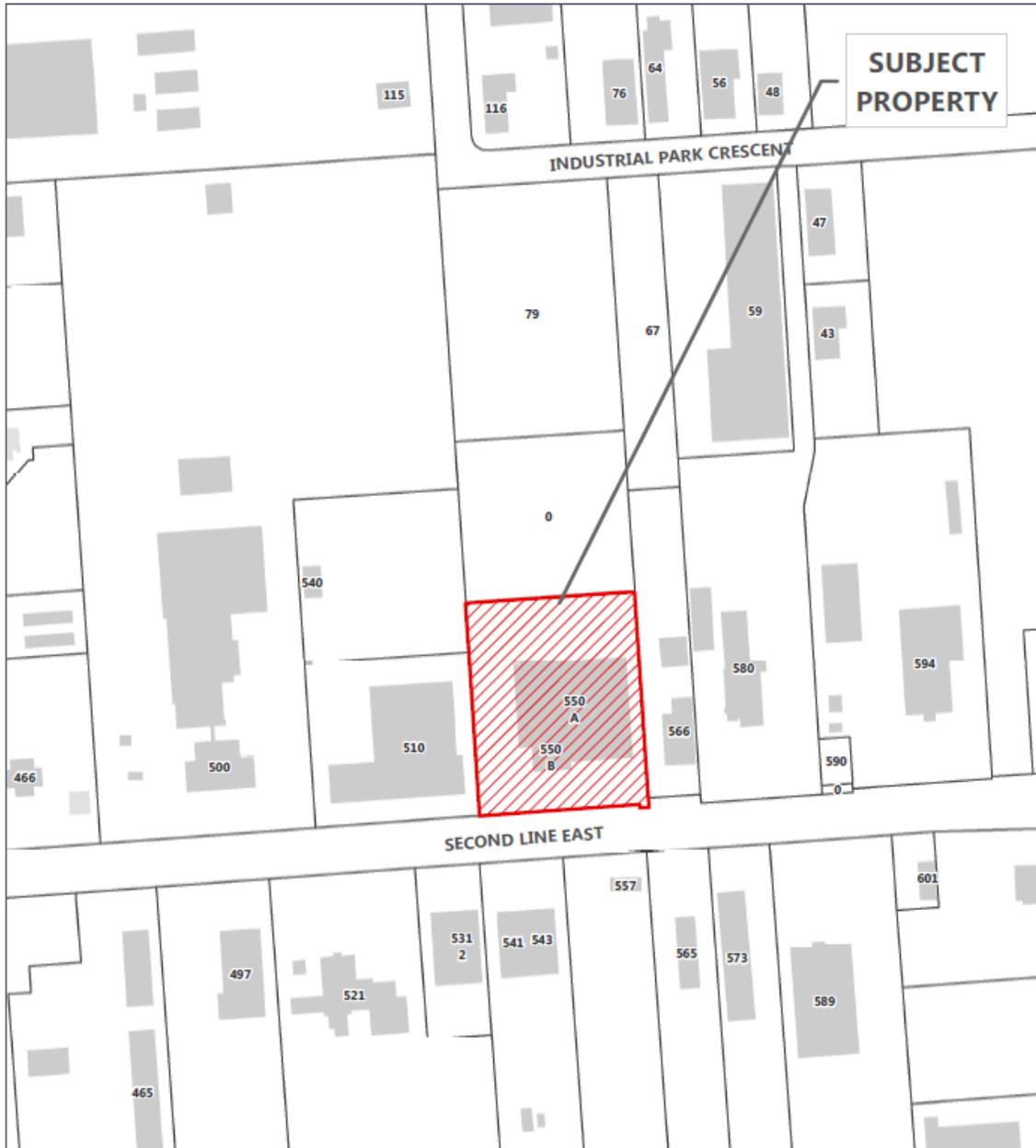
PASSED in Open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2025\Second Line East, 550\2025-14 550 SECOND LINE EAST ZONING.docx

SCHEDULE "A" TO BY-LAW 2025-14 AND
SCHEDULE 440 TO BY-LAW 2005-151



Application A-14-24-Z.OP: Subject Property		Property Information
<p>SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Parcel Fabric <input checked="" type="checkbox"/> Subject Property: 550 Second Line East 	<p>Civic Address: 550 Second Line East Roll No.: 030062008010000 Map No.: 84/1-94 Date Created: December 30, 2024</p>
	<p>0 30 60 m 1:3,000 This map is for general reference only.</p>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-15

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 January 1, 2025 between the City and The Ontario Bushplane Heritage and Forest Fire Educational Centre o/a Canadian Bushplane Heritage Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Two Hundred and Five Thousand (\$205,000) Dollars to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage.

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 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK - RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Ontario Bushplane Heritage and Forest Fire Educational Centre

o/a Canadian Bushplane Heritage Centre

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2025 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Subject to the Terms of this Agreement, provide the Recipient the sum of \$205,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE ONTARIO BUSHPLANE HERITAGE
AND FOREST FIRE EDUCATIONAL CENTRE
o/a Canadian Bushplane Heritage Center**

NAME

(I have the authority to bind the corporation.)

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Application for 2026 funding and Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a. Late December/Early January – review agreement and KPI's
 - b. June/July – mid-term review of KPI's and application process.
 - c. Fall – review of request submitted for financial assistance.
 - d. Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**

Agency: Canadian Bushplane Heritage Centre
Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2025	YTD 2024	2023	2022	2021	2020	2019
Number of Visitors (Paid Admissions)		19,173	30,219	26,242	14,729	3,647	26,415
Number of Visitors from outside of Sault Ste. Marie (>40km)		7176	14,963	13,000			
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)		67	42	46	2		
Number of Students via Education Programs		n/a	n/a	n/a	n/a	n/a	n/a
Number of Events/Programs		120	146	91	9	7	65
Number of Visitors- Events/Programs		16,952	24,978	18,761	2,507	2,002	18,942
Number of Virtual Visits (if any)	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total Number of Memberships (all tiers)		n/a	n/a	n/a	n/a	n/a	n/a
Number of Facility Rentals (#)							
Revenue:							
City Grant		175,000	175,000	175,000	175,000	175,000	175,000
Other Grants		207,448	197,979	281,082	137,591	240,884	46,542

Revenue:	YTD 2025	YTD 2024	2023	2022	2021	2020	2019
Monetary Donations Received		10,922	10,982	52,267	30,765	16,953	98,443
Admissions (\$)		307,995	181,530	259,607	89,455	53,718	201,965
Memberships (\$)		*	*	*	*	*	*
Facility Rentals		*	*	*	*	*	*
Fundraising Events/Programs/Initiatives		*	*	*	*	*	*
Gift Shop Sales		*	*	*	*	*	*
Other (specify)		470,166	525,747	412,120	138,067	86,772	334,961
Total Revenue							
Annual Financial Surplus/ Deficit			42,741	\$15,575	\$29,261		
Notes: (please add any clarifying notes here, if required).							

3. Other Performance Measures:

a) Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b) Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2026 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-16

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and The Art Gallery of Algoma for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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 January 1, 2025 between the City and The Art Gallery of Algoma, a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Three Hundred Twenty Eight Thousand Five Hundred and Fifty (\$328,550) Dollars to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors.

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 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

The Art Gallery of Algoma

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient to assist with the provision of art and culture to the residents of the City of Sault Ste. Marie and other visitors,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2025 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$328,550, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or audit the

Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

The Art Gallery of Algoma

NAME
(I have the authority to bind the corporation.)

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a) Late December/Early January – review agreement and KPI’s
 - b) June/July – mid-term review of KPI’s and application processes
 - c) Fall – review of request submitted for financial assistance
 - d) Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**
Agency: The Art Gallery of Algoma
Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2025	2024	YTD 2024	2023	2022	2021	2020	2019
Number of Visitors (Paid Admissions to Gallery Space)			5120	8,700	4,745	1,035	1,500	5,800
Visitors from Outside of Sault Ste. Marie (>40km)			830	2300	1,650	918	n/a	n/a
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)			146	173	157	1,959 students, 48 art classes, 1 workshop, artists, online	n/a	n/a
Number of Students via Education Programs			n/a	n/a	n/a	n/a	n/a	n/a
Number of Programs or Events (i.e. art classes, etc.)			173	258	245	185	57 (live and virtual)	277
Number of Visitors - Events & Programs (exhibition opening, workshops, etc.)			7,800	12,500	7,345	4,517	1400, 763, 50000 virtual	27,000
Number of Virtual Visits (if any)			105,562	125,887	73,670	83,391	n/a	n/a
Total Number of Memberships (all tiers)			n/a	n/a	n/a	n/a	n/a	n/a
Number of Facility Rentals (#)			n/a	n/a	n/a	n/a	n/a	n/a

Revenue:								
Metrics:	YTD 2025	2024	YTD 2024	2023	2022	2021	2020	2019
City Grant		298,550	n/a	199,083	280,275	280,275	140,392	280,785
Other Grants			42,000	361,786	142,138	61,707	90,913	66,213
Monetary Donations Received			8,500	9,715	8,347	8,867	4,758	8,000
Admissions (\$)			7,850	12,364	11,750	5,397	1,500	31,000
Membership (\$)			n/a	n/a	n/a	n/a	n/a	n/a
Facility Rentals (\$)			n/a	n/a	n/a	n/a	n/a	n/a
Fundraising Events/Programs/Initiatives			n/a	n/a	n/a	n/a	n/a	n/a
Gift Shop Sales			n/a	n/a	n/a	n/a	n/a	n/a
Other (specify)			14,500 (shop)	54,135(shop)	28,927(shop)	23,559(shop)	8,650	66,213
Total Revenue			n/a	n/a	n/a	n/a	n/a	n/a
Annual Financial Surplus/Deficit				(3,395)	55,699	82,976	74,823	34,592
Notes: (please add any clarifying notes here, if required)								

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2026 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-17

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 January 1, 2025 between the City and Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society for a grant up to Two Hundred Ninety Thousand (\$290,000) Dollars to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area.

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 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule “A”

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation, study and exhibits of the history of the people and the development of Sault Ste. Marie and immediate surrounding area,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2025 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

For all subsequent annual Agreements, the Recipient shall follow the provisions of paragraph 6 of this Agreement and such Agreement(s) are to be negotiated between the Recipient and the City, such Agreement(s) subject to City Council approval.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient up to \$290,000, (the “Funds”) for the purpose of operational requirements, as apportioned in Schedule “A”;
- ii. Provide the Funds to the Recipient in accordance with Schedule “A”; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule “A” to this Agreement and all activities or services ancillary thereto except such indemnification shall not extend to any and all liabilities, damages, costs, claims, loss or actions arising out of the negligence of the City.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Number of visitors – paid admissions
 - b. Number of events or programs
 - c. Number of visitors – events or programs
 - d. Number of virtual visits (if any)
 - e. Visitors from outside of Sault Ste. Marie and location
 - f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The building where the Sault Ste. Marie Museum is located is insured under the City of Sault Ste. Marie's umbrella insurance policy, with the exclusion of chattels and fixtures.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**Sault Ste. Marie and 49th Field Regiment
R.C.A. Historical Society**

NAME

NAME
(I have the authority to bind the corporation.)

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.
- 4) Schedule of meetings:
 - a. Late December/Early January – review agreement and KPI's
 - b. June/July – mid-term review of KPI's and application process.
 - c. Fall – review of request submitted for financial assistance.
 - d. Notification of Annual General Meeting

**SCHEDULE “C”
INTERIM REPORT**

Agency: Sault Ste. Marie and 49th Field Regiment R.C.A. Historical Society

Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	2025 YTD	2024	YTD 2024	2023	2022	2021	2020	2019
Number of Visitors (Paid Admissions)		10,123	6,376	16,263	3,556	1,713	1,157	6,438
Visitors from Outside of Sault Ste. Marie (>40km)		1,008	n/a	n/a	396	260	n/a	n/a
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)			36	30	20	20	n/a	n/a
Number of Students via Education Programs		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Number of Museum-led Events		77	85	170	50	50	39	85
Number of Community-led Programs at the Museum		108	n/a	n/a	n/a	n/a	n/a	n/a
Number of Visitors-Events/Programs		8,758	4,250	10,112	2,921	2,334	600	2,757
Number of Virtual Visits (if any)		***	***	***	400	500	***	***
Total Number of Memberships (all tiers)		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Number of Volunteers (active at least one time within the calendar year)								
Number of Facility Rentals (#)			n/a	n/a	n/a	n/a	n/a	n/a

Revenue:								
	2025 YTD	2024	YTD 2024	2023	2022	2021	2020	2019
City Grant		260,000	195,000	260,000	260,000	246,091	246,091	206,091
Other Grants			11,768	44,457	155,420	48,619	80,989	136,239
Monetary Donations Received (\$)			38,620	11,648	19,692	22,538	14,800	17,734
Admissions (\$)			11,570	11,077	8,296	3,841	2,598	10,000
Memberships (\$)		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Facility Rentals (\$)		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Fundraising Events/Programs Initiatives (\$)		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Gift Shop Sales		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Other (specify)			19,343	41,485	27,042	21,936	1,587	1,142.33
Total Revenue		n/a	n/a	n/a	n/a	n/a	n/a	n/a
Annual financial surplus/ deficit			n/a	(103,371)	(20,467)	(12,513)		
Notes: (please add any clarifying notes here, if required)								

3. Other Performance Measures:

a) Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b) Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2026 Funding Request: \$ _____ (Reason for increase if applicable).

Signature:

Name of Signatory:

Title:

Date:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-18

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Soo Arena Association (o/a Soo Pee Wee Arena) for a grant in the amount of Twenty-Four Thousand Five Hundred and Nine (\$24,509) Dollars.

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 January 1, 2025 between the City and the Soo Arena Association (o/a Soo Pee Wee Arena), a copy of which is attached as Schedule "A" hereto. This Agreement is for a grant in the amount of Twenty-Four Thousand Five Hundred and Nine (\$24,509) Dollars.

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 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

Soo Arena Association (o/a Soo Pee Wee Arena)

(hereinafter referred to as the "Recipient")

WHEREAS

The City provides a grant to the Recipient equal to the total municipal and education property tax,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2025 (the "Term") unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

- i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule "A" and that the City retains the right to assess the Recipient's use of Funds at any time;
- ii. That the Funds shall not be used to cover any expense that has or will be funded or reimbursed by a third party, ministry, agency, or other organization; and
- iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any change to its costs or income.

3. FUNDS PROVIDED

The City shall:

- i. Provide the Recipient a grant equal to the annual municipal and education property taxes for the Residential class assessed value once taxes are paid in full, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
- ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
- iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
 - a) Resides at a Canadian financial institution; and
 - b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

- i. Deduct an amount equal to the excess Funds from any further instalments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at least seven (7) years after the expiration of the Term. The City retains the right to review or

audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

- i. Submit to the City all documents in accordance with Schedule "B";
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
 - a. Ice utilization percentage for both primetime and non-primetime
 - b. Major capital projects completed
 - c. Funding received

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on sixty (60) days' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City up to the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result

in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE
OF

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**Soo Arena Association (o/a Soo Pee Wee
Arena)**

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

The Soo Pee Wee Arena was opened in 1967 and has assisted the City since then in providing additional ice time for hockey and skating. An annual grant equal to the municipal and education property taxes for the year is provided.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Municipal Property Tax Bill-estimate only-maximum grant will be based upon actual non-commercial property taxes for current taxation year	\$24,509.00
Total:	\$24,509.00

3. ESTIMATED FUNDS \$24,509.00

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

October 1, 2025 or subsequent if property taxes not paid in full by September installment date.

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2025

SCHEDULE "B"

REPORTING

The following documents shall be filed with the Finance Department of the City:

- 1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor's report, if available by February 1 of the year following each year funding was received;
- 2) Interim Report, in the form provided in Schedule "C" by September 1 of the year the funding was received;
- 3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule "D" by February 1 of the year following each year funding was received.

SCHEDULE "C"

INTERIM REPORT

Agency: Soo Arena Association (o/a Soo Pee Wee Arena)

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes No If not, please provide an explanation.

Metrics:	YTD 2025	2024	YTD 2024	2023	2022	2021	2020
Ice utilization % - primetime			90	85	82	81	90
Ice utilization % - non-primetime			60	76	68	69	70
Major capital projects completed			Engine room safety updates			Parking Lot	Lighting
Funding received		Yes		Yes	Yes	Yes	Yes
Annual financial surplus/ deficit							
Days utilized per calendar year			238	240	230		

3. Other Performance Measures:

a. Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

b. If not, provide an explanation why and how it affected the Project.

4. 2026 Funding Request: \$ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-19

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 690 Black Road (2640038 Ontario Inc. – Scott Wolowich).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **690 BLACK ROAD; LOCATED ON THE EAST SIDE OF BLACK ROAD, APPROXIMATELY 200 METRES NORTH OF THE INTERSECTION OF BLACK ROAD AND SECOND LINE EAST; CHANGE FROM RA.S429 WITH A “SPECIAL EXCEPTION” TO M1.S429 WITH AN AMENDED “SPECIAL EXCEPTION”**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 88/516/1-98 of Schedule “A” to By-law 2005-150, is changed from RA.S429 (Rural Area) zone with a “Special Exception” to M1.S429 (Light Industrial) zone with an amended “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2(429) of By-law 2005-151 is amended by:

Repealing all existing provisions and replacing them with the following:

“Permit a repair and maintenance shop for hand-held power tools, air tools, and other hand-held tools.”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

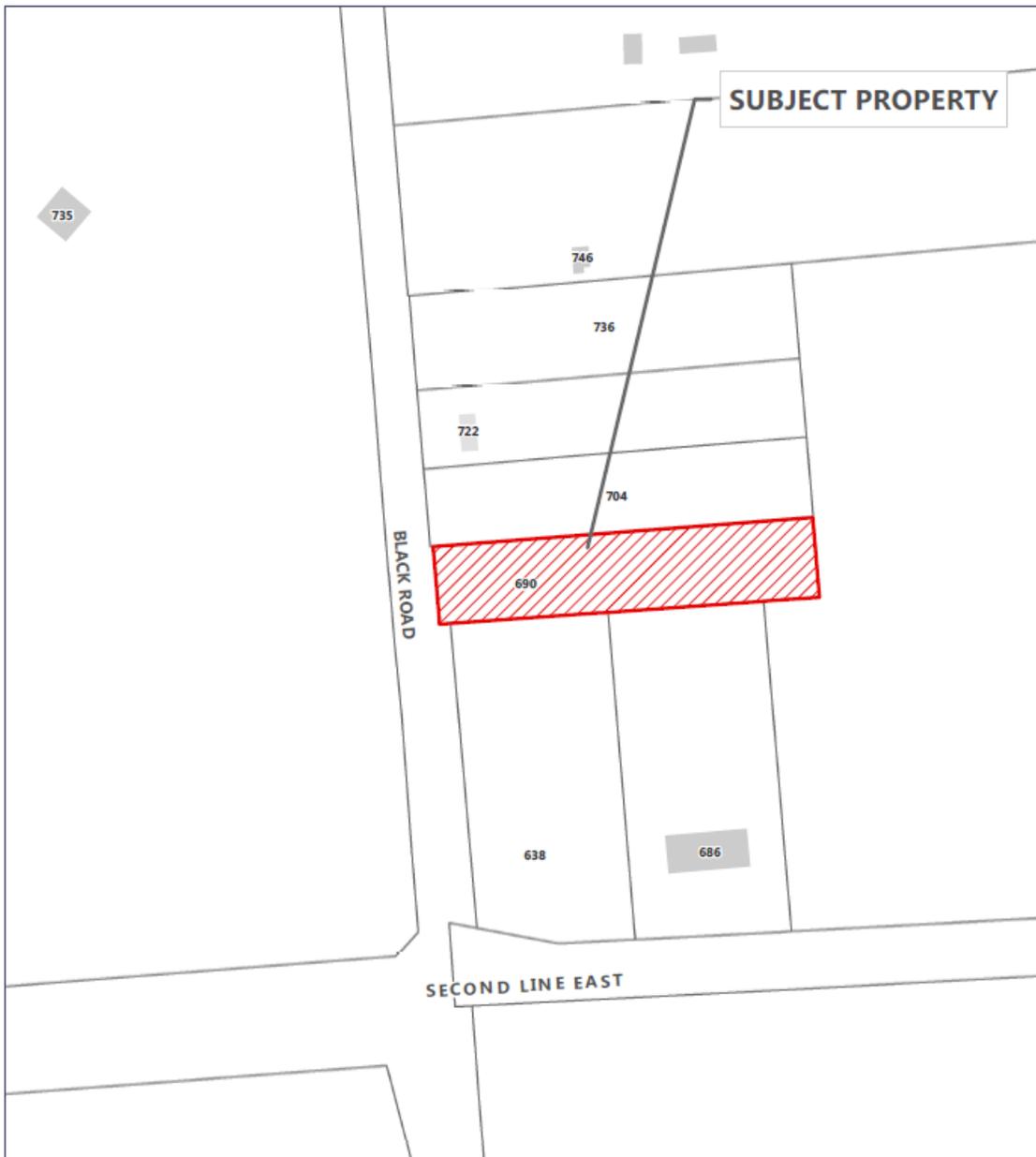
PASSED in Open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2025-19 AND
SCHEDULE 429 TO BY-LAW 2005-151



Application A-13-24: Subject Properties

Property Information



Planning and Enterprise Services
Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

-  Subject Property
-  Parcel Fabric

Civic Add: 690 Black Rd
Roll No.: 030082003000000
Map No.: 88/516/1-98
Date Created: December 6, 2024



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-20

DEVELOPMENT CONTROL: A by-law to designate the lands located at 690 Black Road an area of site plan control (2640038 Ontario Inc. – Scott Wolowich).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

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

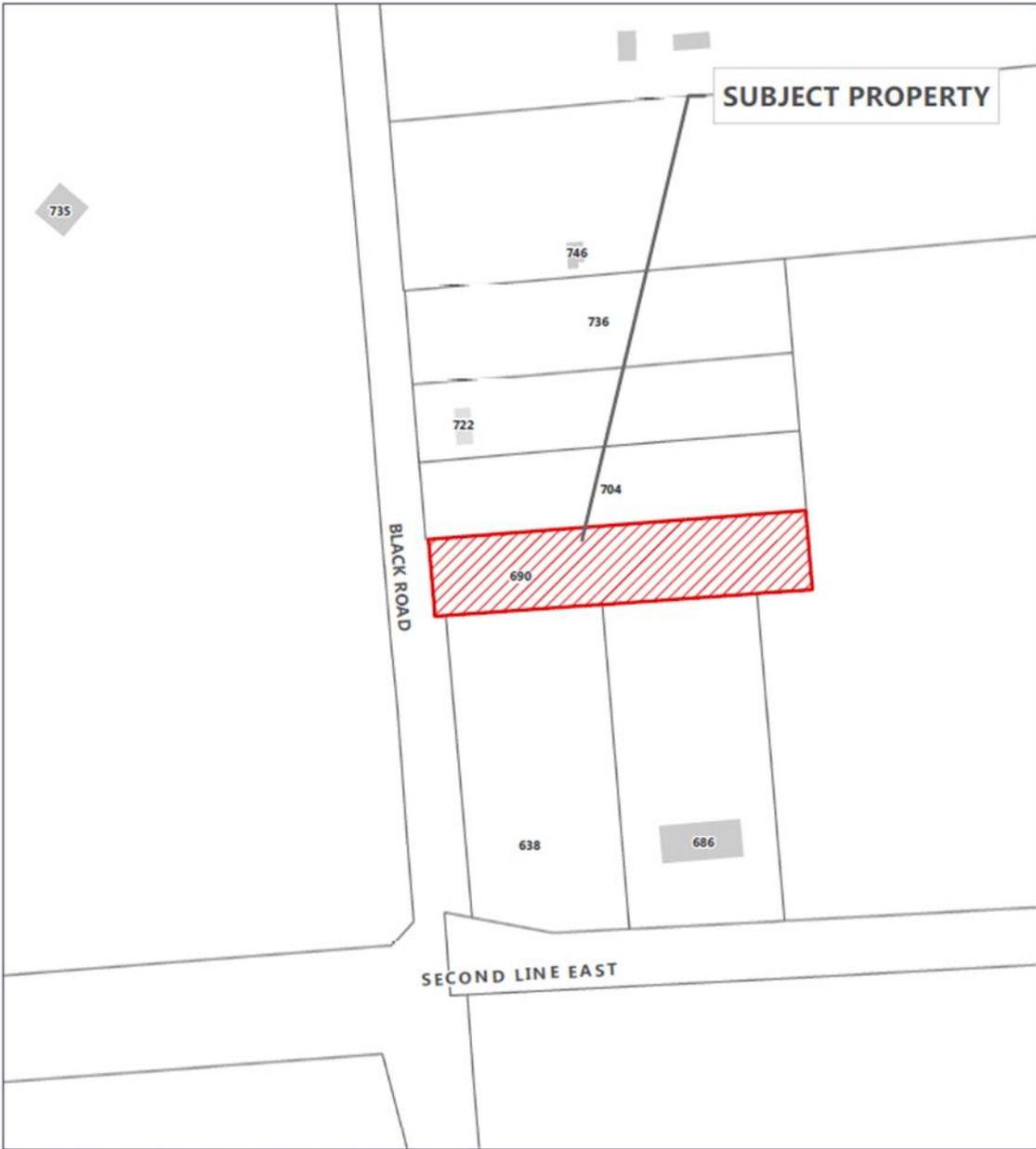
PASSED in open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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SCHEDULE "A" TO BY-LAW 2025-20



Application A-13-24: Subject Properties		Property Information	
 <p>SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstемarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Parcel Fabric	Civic Add: 690 Black Rd Roll No.: 030082003000000 Map No.: 88/516/1-98 Date Created: December 6, 2024	
	 This map is for general reference only.		

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-21

APPOINTMENTS TO LOCAL BOARDS: A by-law to amend By-law 2023-11 (being a by-law to appoint members to the Municipal Heritage Committee).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **APPOINTMENTS TO THE MUNICIPAL HERITAGE COMMITTEE**

The following persons are hereby appointed as members of the Local Municipal Heritage Committee pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, s. 28 and pursuant to the terms of By-law 2023-11 from January 13, 2025 to December 31, 2026:

Councillor S. Spina
Hanna Ellis
Lise Joyal
Colin Tomchick
Jami van Haaften
Sarah Walker
Alexander White

2. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-22

AGREEMENT: A by-law to delegate the authority to adjust property taxes pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001 to the Treasurer, or her/his delegate; and to authorize the execution of Tax Arrears Extension Agreements pursuant to sections 378 of the Municipal Act, 2001 to the Treasurer, or her/his delegate, and to delegate signing authority to execute same on behalf of the City of Sault Ste. Marie to the Treasurer or her/his delegate.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **TAXATION ADMINISTRATION**

The Treasurer, or her/his delegate, is delegated the authority to hold meetings and make decisions pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001.

2. **FORM OF TAX EXTENSION AGREEMENT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Extension Agreement document as set out in Schedule "A" hereto.

3. **TAX EXTENSION AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Treasurer, or her/his delegate, signing authority to execute Tax Extension Agreements substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.
- (ii) The Tax Extension Agreement must be compliant with the requirements of Section 378 of the Municipal Act, 2001.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-22 Tax Arrears Extension (Delegation of Authority).docx

Schedule "A"

THIS AGREEMENT made in duplicate this **XX** day of **XXXX**, **20XX** between The Corporation of the City of Sault Ste. Marie and **XXXX**.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as: "City")

OF THE FIRST PART

-and-

NAME
(hereinafter referred to as: "Owner")

OF THE SECOND PART

TAX ARREARS EXTENSION AGREEMENT

1. The Owner is the owner of land described as **XXXXXXXX** in the City of Sault Ste. Marie, (the "Owner's Land") as set out in Instrument No. **XXXXXXXX** registered in the Land Registry Office for the District of Algoma;
2. There were arrears of taxes in respect of the Owner's Land on December 31, **20XX** in the amount of **\$AMOUNT** and a tax arrears certificate was registered in the Land Registry Office, as set out in Instrument No. **XXXXXX**;
3. Under s. 378 of the Municipal Act, 2001, S.O. 2001, c. 25, a municipality may by by-law passed after registration of a tax arrears certificate authorize an extension agreement to be entered into by the municipality with the Owner in order to extend the period of time within which the cancellation price is to be paid;

IN CONSIDERATION of the premises and of the covenants and obligations contained in this Agreement, it is hereby agreed as follows:

1. The parties agree that the period of time within which the cancellation price is to be paid shall be and is hereby extended to **DATE**, providing the Owner is not in default hereunder.
2. Despite any of the provisions of this Agreement, the Owner acknowledges that the Municipal Act, S.O. 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes with respect to the Owner's Land, except that the Treasurer and the collector of taxes of the City without waiving any statutory rights and

powers of the City or the Treasurer, agree that the City shall not enforce collection of such tax payments by the sale of the Owner's Land, during the time that this Agreement is in force, so long as the Owner is not in default hereunder.

3. The Owner agrees to pay to the City the sums indicated in Schedule "A", attached to and forming part of this Agreement, in the manner indicated therein.
4. In the event that the Owner sells the Owner's Land prior to **DATE**, the balance of the cancellation price shall become immediately due and payable on the business day immediately prior to the date of closing of the sale.
5. In the event that the Owner defaults in any payment hereunder or is in default of any covenant or condition hereunder, this Agreement shall cease to be considered a subsisting agreement for the purpose of Part XI of the Municipal Act, 2001.
6. Despite the provisions of paragraph 1, the Owner, or any other person, may on or before **DATE**, pay the balance of the cancellation price and, upon receipt of the said payment by the City, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. In the event that the cancellation price is not paid by **DATE** this Agreement shall terminate. The Owner will not object to the sale of the Owner's Land by the City and shall consent to any court orders necessary to permit the City to sell the said land. The Owner covenants and agrees to be bound by this paragraph 7 notwithstanding the termination of this Agreement.
8. This Agreement shall extend to and be binding upon and ensure to the benefit of the parties and to their respective successors and assigns.
9. Any notice to be given to the parties to this Agreement shall be sufficiently given if sent by registered or certified post to the following address:

To the City:
Manager of Taxation
Tax Division
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

To the owner:

NAME

MAILING ADDRESS

Sault Ste. Marie, ON POSTAL CODE

IN WITNESS WHEREOF the parties have affixed their Corporate seals attested by the hands of their respective officers in that behalf, as of the day of the year first above written.

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CLERK – RACHEL TYCZINSKI

NAME OF OWNER

NAME OF OWNER
(I have authority to bind the Corporation)

SCHEDULE "A"

Calculation of Payment Required under Tax Arrears Extension Agreement

AMOUNT:

1. Outstanding taxes, penalty and interest charges on Tax Arrears Certificate to DATE	\$AMOUNT
2. Tax Sale Costs	\$AMOUNT
3. Additional taxes levied and interest charges subsequent to tax sale proceedings from DATE to DATE	\$AMOUNT
Total amount to be paid under Tax Arrears Extension Agreement	\$AMOUNT
TO BE PAID AS FOLLOWS:	

1. **EXAMPLE - XX (X) monthly payments of \$XXXX starting **DATE** to **DATE** and XX (X) monthly payments of \$XXX starting **DATE** to **DATE** and XX (X) lump sum payment of \$XXXXX to be paid on **DATE**. All funds shall be made payable to The Corporation of the City of Sault Ste. Marie by certified cheque or money order.**
2. **EXAMPLE - Any remaining balance of the outstanding taxes interest and costs will be paid on **DATE**.**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-23

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Canada, as represented by the Minister of Transport for Green Shipping Corridor Program (GSCP) funding.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and His Majesty the King in Right of Canada, as represented by the Minister of Transport, a copy of which is attached as Schedule "A" hereto. This Agreement is for Green Shipping Corridor Program (GSCP) funding.

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 3rd day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

CANADA – THE CORPORATION OF THE CITY OF SAULT STE. MARIE

THE GREEN SHIPPING CORRIDOR PROGRAM

AGREEMENT FOR PORT OF ALGOMA PROJECT

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Transport ("Canada")

AND **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**, Enacted by Statute April 16, 1912 (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Minister of Transport is responsible for the Program entitled the Green Shipping Corridor ("Program");

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Agreement" means this contribution agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means March 31, 2028.

"Asset" means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

"Asset Disposal Period" means the period commencing from the Effective Date and ending on the Agreement End Date.

"Committee" means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

"Declaration of Completion" means a declaration in the form prescribed in Schedule F (Declaration of Completion).

"Effective Date" means the date of last signature of this Agreement.

"Eligible Expenditures" means those costs incurred that are directly related to the Project and which are considered eligible by Canada and may include cash-equivalent expenditures associated with In-Kind Contributions as set out in Schedule A (Eligible and Ineligible Expenditures).

"Fair Value" means the amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.

"Final Claim Date" means December 31, 2027.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs. The associated cash-equivalent expenditures may be considered Eligible Expenditures in accordance with Schedule A (Eligible and Ineligible Expenditures).

“Project” means the project as described in Schedule B (The Project).

“Project Approval Date” means September 4, 2024, which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2027.

“System” means a secure, self-contained, collaborative web application developed by Canada for the management and monitoring of federal contribution agreements.

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Eligible and Ineligible Expenditures
- Schedule B – The Project
- Schedule C – Reporting Requirements
- Schedule D – Certificate(s) of Compliance for Claims
- Schedule E – Communications Protocol
- Schedule F – Declaration of Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than fifty percent (50%) of the total Eligible Expenditures for the Project but only up to a maximum of three hundred and ninety-six thousand nine hundred dollars (\$396,900).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds fifty percent (50%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada’s role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- g) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B (The Project).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada and in accordance with Section 18.14 (Amendments):
 - i. The representatives of the Parties identified in Section 18.16 (Notice) will execute the corresponding amendment to the Agreement in the System for insignificant changes to the Project; or
 - ii. the Parties will execute the corresponding amendment to the Agreement for significant changes to the Project.

- c) Canada will determine whether the change is significant or insignificant.

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT EITHER "as duly authorize by [BYLAW OR RESOLUTION REFERENCE], dated [DATE]" OR "by resolution of its Board of Directors, dated [DATE]";
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. AGREEMENT MONITORING COMMITTEE

5.1 ESTABLISHMENT AND DISSOLUTION

- a) Within sixty (60) business days of the Effective Date, the Parties will establish a Committee of two (2) members, including one Federal Co-chair, and one Recipient Co-chair, to administer and monitor this Agreement.
- b) The Parties agree to notify the other of the appointment within the sixty (60) day period. Any change to the appointment will be communicated to the other Party in writing.
- c) The Committee will exist until both Parties agree in writing that the Committee is no longer needed and that the Committee may be dissolved.
- d) A Party, with the consent of the other Party, may invite a representative to attend the Committee meetings as an observer.

5.2 MANDATE

The Committee will:

- a) monitor the progress of the Project;
- b) act as a forum to resolve potential issues and address concerns regarding the

- implementation of the Agreement;
- c) monitor compliance with the terms and conditions of this Agreement;
- d) review the reports set out in Schedule C (Reporting Requirements);
- e) review and amend the information in Schedule B (The Project) in the System for changes that are insignificant, in accordance with 3.5 (Changes during the life of the Project) and 18.14 (Amendments);
- f) review and amend Schedule F (Declaration of Substantial Completion) to ensure that the list of required documents included therein is appropriate;
- g) establish sub-committees, as needed, for carrying out this Agreement.

5.3 MEETINGS, RECOMMENDATIONS AND DECISIONS

- a) The Committee may meet as often as necessary but must meet at least once a year.
- b) All recommendations and decisions of the Committee must be unanimous and recorded in writing.
- c) If the Committee cannot arrive at a unanimous decision or recommendation, the Committee will refer the matter to the Parties for resolution.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be

payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.

- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

The parties agree that the legal duty to consult does not arise for the project.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) The Recipient will submit progress claims to Canada quarterly covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed, in accordance with Schedule B.2 (Project Budget and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by Canada;
 - iii. any reporting due in accordance with Schedule C (Reporting Requirements); and
 - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Project Budget) and a listing of invoices or supporting documentation for Eligible Expenditures being claimed, in the form set out by Canada;
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim);
 - iv. any reporting due in accordance with Schedule C (Reporting

- Requirements);
 - v. a completed Declaration of Completion in accordance with Section 9.5 (Declaration of Completion);
 - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Completion); and
 - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.4 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to ten percent (10%) of its contribution towards Eligible Expenditures claimed under the Agreement. The amount withheld by Canada may be released at Canada's discretion after the Project Completion Date when the final adjustments have been completed under Section 9.3 (Final Claim and Final Adjustments) and the Recipient fulfills all its obligations under this Agreement, to Canada's satisfaction.

9.5 DECLARATION OF COMPLETION

- a) Prior to executing the Declaration of Completion for each Project, the Recipient will request confirmation in writing from Canada as to whether that Declaration of Completion lists all relevant documents.
- b) The Declaration of Completion for each Project must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

9.6 THE SYSTEM

The System will be used to process claims and payments, monitor the Agreement and adjust and amend Schedule B (The Project) under this Agreement in accordance with Section 3.5 (Changes during the life of the Project) and 18.14 (Amendments).

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

11.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).

11.2 INTENTIONALLY OMITTED

11.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

11.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

11.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.6 ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12. COMMUNICATIONS

12.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

12.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

12.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

12.4 OFFICIAL LANGUAGES

- a) the Recipient will make available in both official languages any document or other information related to the Project that is intended for the information of, or use by the public;
- b) the Recipient will provide its services, when appropriate, in such a manner as to address the needs of both official languages communities; and
- c) the Recipient shall encourage members of both official languages communities to participate in the Project.

13. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;

- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;
- e) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors or goes into receivership or bankruptcy;
- f) the Recipient is wound up or dissolved.

15.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- i. In Canada's opinion, one or more of the Events of Default occurs;
- ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- iii. the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project will be the responsibility [*if Recipient owns Assets, insert "and remain the property"*] of the Recipient.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

18.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with generally accepted accounting practices and principles in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

18.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Notwithstanding, insignificant changes made to Schedule B (The Project) in accordance with Section 3.5 (Changes during the Life of the Project) may be done through the System.

18.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Robyn Silver
Executive Director, Major Initiatives and Program Development
330 Sparks Street
Ottawa, Ontario
K1A 0N5
gscprogram-programmecmv@tc.gc.ca

Recipient:

Tom Vair
Chief Administrative Officer (CAO)
99 Foster Dr.
Sault Ste. Marie, Ontario, P6A 5X6
cao.vair@cityssm.on.ca

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - ii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

18.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

18.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

19. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Transport and on behalf of The Corporation of the City of Sault Ste. Marie by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: Joshua LaRocque
Director General, Transportation Infrastructure Programs, Transport Canada

Per: Matthew Shoemaker
Mayor

Per: Rachel Tyczinski
City Clerk

DATE

DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Project Completion Date; and
- consist of the following categories of expenditures:
 - Staff salaries and benefits (such as wages; employer's portion of: Employment Insurance, Canada Pension Plan/Quebec Pension Plan, and disability insurance; private insurance; and benefits paid to staff working on the project);
 - Professional fees for contracted services (e.g., accounting, audit, communications services, feasibility studies);
 - Storage and warehousing fees;
 - Communication and translation costs;
 - Expenditures related to data analysis, monitoring, collection as well as data validation services;
 - Expenditures related to design, development, preparation, construction, retrofit, installation, rehabilitation, deployment, demonstration, and testing (e.g., to vessels, onshore infrastructure and equipment, and facilities);
 - Purchase of low carbon intensity fuels;
 - Discounted harbour dues or other financial incentives for ships that reduce their emissions or other environmental impacts;
 - Training costs (e.g. related to new technologies, equipment, software);
 - Licenses and permits;
 - Rents, leases, leasehold improvements, and related insurance costs;
 - Administrative expenditures (including general administration expenditures, rent, insurance, office equipment rental, and membership fees (no more than 15% of Transport Canada's total contribution for the project);
 - Travel expenditures (including the costs of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals-in accordance with the rates and allowances of the Travel Directive of the National Joint Council). Unless otherwise accepted by Canada, accommodation, travel and per diem expenses as set out in the Travel Directive of the National Joint Council;
 - Expenditures for Indigenous consultations, specifically project-related consultation activities pursuant to the Crown's legal duty to consult, which may include expenditures associated with meetings, travel costs, expenditures related to the preparation of consultation materials, professional fees, communication and translation costs, and administrative expenditures (travel expenditures to be in accordance with the Travel Directive of the National Joint Council);
 - Other expenditures not included in the categories above, as identified in the application for funding approved by the Minister or their delegated representative, that are directly related to the project and required to achieve the objectives and results of the Program.

Eligible Expenditures can be cash-equivalent expenditures associated with In-Kind Contributions. These expenditures may be reimbursed so long as the following three criteria are met:

- 1) The associated costs are deemed as Eligible Expenditures and have been approved by Canada;
- 2) The associated costs are not a donation received from a third party; and
- 3) The associated costs are related to goods, services or other support that would otherwise be purchased and paid for by the Recipient as essential for the Project.

In-Kind Contributions received from a third party are considered donations and may form part of the total Eligible Expenditures of the Project but are not reimbursable.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- Expenditures for Provincial Sales Tax and Goods and Services Tax, or the Harmonized Sales Tax, where applicable, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- The cost of purchasing land and/or buildings, including associated real estate and other fees;
- Financing charges and interest payments on loans;
- Expenditures which have been reimbursed under other federal statutes or programs.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

The project aims to re-establish the business case for port development, examining its potential to bolster economic growth in the region. The project includes planning and preparation for constructing improved facilities within the port complex to position the project as "shovel ready". The project seeks to develop a comprehensive and sustainable port model that aligns with the interests of The City of Sault Ste. Marie, and existing/emerging industries in the region. This model will serve as a blueprint for enhancing collaboration efforts, optimizing operational efficiency, and fostering innovation within the port complex.

Objective(s):

The objective of the project is to enhance the port complex strategically to accommodate the rising demand for inbound and outbound goods and resource-based commodities among key industrial users in the Sault Ste. Marie regional area, remove barriers to facilitate the adoption of emission-reducing equipment and infrastructure to enhance environmental sustainability and mitigate investment risks to advance the technology readiness level of low carbon and zero-emission ship technology and marine fuels.

Activities:

- Develop a comprehensive and sustainable port model and "shovel ready" plan
 - Recruitment
 - A competitive recruitment process will be conducted to hire a qualified Project Manager
 - Form a Project Management Team
 - Technical Assessment
 - Undertake multidisciplinary technical studies to evaluate nautical, infrastructural, logistical, and operational aspects.
 - Explore pathways towards net-zero emission fuels and energy at ports or harbors, including electrification where feasible.
 - Explore net-zero emission technologies, fuels, and energy sources for vessels operating within the port complex.
 - Explore infrastructure to facilitate shore power access, enabling vessels to reduce emissions while docked.
 - Explore measures to enhance energy efficiency across port operations, optimizing resource utilization and minimizing environmental impact.
 - Identify opportunities for operational improvements, streamlining processes, and minimizing emissions throughout the port complex's operations.
 - Conduct an updated demand analysis to assess market dynamics and marine activity. Update/Refresh from previous KPMG (2011) and Port of Antwerp (2015) studies.
 - Engagement
 - Form of a working group comprising stakeholders from the City of Sault Ste. Marie, Algoma Steel, Project Manager/Consultant, and other relevant parties.
 - Facilitate workshops and meetings to solicit input from key stakeholders, foster dialogue, and collaboratively shape the port model and implementation strategies.
 - engaging with stakeholders, local businesses, government agencies, First Nations, and community groups, to establish a common understanding of goals, challenges, and opportunities.
 - Governance Model
 - Designing a robust governance framework delineating roles and responsibilities for port development, management, and operations.
 - Dissemination of Project Results
 - Interactive website dedicated to the project
 - Social Media
 - Newsletters
 - Industry conference and workshops

Project Outcomes:

In order to illustrate how the Project will contribute to help advance the establishment of green shipping corridors and the decarbonization of the marine sector along the Great Lakes, the St. Lawrence Seaway as well as Canada’s East and West coasts, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

Indicator	How is the indicator calculated/measured/guidance	Required Units
Number of shore power installations	<p>Part 1: Total number of shore power installations by port</p> <p>Part 2: Provide the power capacity for each shore power installation in kilowatts</p>	Number
Utilization rate of shore power installations	<p>To calculate the utilization rate of shore power installations use the following formula:</p> <p>Utilization Rate= $(\text{Total Hours of Shore Power Used} / \text{Total Available Hours of Shore Power}) * 100$</p> <p>Where: Total available hours = # of shore power installation * #hours/day * days</p> <p>The utilization rate must be reported annually from Year 1 of the project through to the project's final year.</p>	Number in percentage
Shore power electrical usage	<p>Measured in electrical consumption of the shore power installations.</p> <p>The electrical consumption must be reported annually from Year 1 of the project through to the project's final year.</p>	kWa/Year
Number of low carbon or zero-emission fuel bunkering infrastructure built	<p>Part 1: Total number of low carbon or zero-emission fuel bunkering infrastructure built, based on the type of marine fuel:</p> <ul style="list-style-type: none"> - Low carbon biofuels - Methanol - Ammonia - Other <p>Part 2: Describe the bunker facility:</p> <ul style="list-style-type: none"> - Location - Potential users (name of vessel owners or operators) - Production of fuel (in liters) 	Number/Type & Production in Liters
Number of zero-emission or low carbon re-fueling infrastructure installations	<p>Part 1: Total number of zero-emission or low carbon re-fueling infrastructure installations, based on the type of marine fuel:</p> <ul style="list-style-type: none"> - Low carbon biofuels - Methanol - Ammonia - Other <p>Part 2: Describe the re-fueling infrastructure installation:</p> <ul style="list-style-type: none"> - Location - Users (name of vessel owners) - Capacity (in liters) 	Number/Type & Capacity in Liters
Amount of GHG reduced by ports	<p>Up to date GHG reductions estimates using the GHG workbook, including whether any assumptions used to estimate GHG emissions have changed. The GHG reductions estimates must be reported annually from Year 1 of the project through to the project's final year.</p>	ktonne carbon dioxide equivalent

Indicator	How is the indicator calculated/measured/guidance	Required Units
Number of studies and/or reports disseminated to marine stakeholders (through workshops, publications, presentations).	<p>Part 1: Total number of tangible deliverables created, based on type of deliverables:</p> <ul style="list-style-type: none"> - Workshops - Publications of results - Presentations <p>Part 2: Describe the quantitative impact of deliverables, including:</p> <ul style="list-style-type: none"> - Number of participants to workshops and presentations - Number of media products (news releases, social media campaigns, newsletters, etc.) - Number of interviews - Number of downloads - Number of views - Number of shares (web traffic, number of requests for products, etc.) - Number of citations 	Number of deliverables developed
Number of partnerships established involving shoreside infrastructure owners/operators and vessel owners/operators	<p>Total number of partnerships established, including:</p> <ul style="list-style-type: none"> - Shoreside infrastructure owners/operators - Vessel owners/operators <p>A partnership in the context of shipping value chains and decarbonization refers to a collaborative arrangement where multiple parties join forces to achieve shared goals related to green shipping corridors. Each partner's roles and responsibilities are clearly defined, specifying how each party will contribute to the project's success.</p>	Number/Type
Number of indigenous governments and communities engaged	<p>Total number of indigenous governments and communities engaged</p> <p>To be counted in the tally of engaged Indigenous governments and communities, they must be actively involved in the project's implementation. This includes clearly defining their roles, responsibilities, and contributions, and ensuring their participation and input are integrated throughout all stages of the project's development and execution.</p>	Number

This data is collected only for the purpose of performance measurement and reporting to Canadians.

An update on Project outcomes using the performance indicators should be provided in each Annual Report for multi-year projects, and in the Final Report. Some outcomes can only be measured after Project completion, in which case, they would be provided in the Final Report only.

SCHEDULE B.2: PROJECT BUDGET

A. ELIGIBLE EXPENDITURES	TOTAL	FISCAL YEAR BREAKDOWN		
		2024/ 2025	2025/ 2026	2026/ 2027
A.1 TOTAL ELIGIBLE PROJECT EXPENDITURES				
Professional fees (Consulting)	\$755,800	\$377,900	\$188,950	\$188,950
Communication and translation costs (Marketing)	\$27,000	\$9,000	\$9,000	\$9,000
Travel	\$11,000	\$11,000	\$0	\$0
TOTAL A.1: TOTAL ELIGIBLE PROJECT EXPENDITURES	\$793,800	\$397,900	\$197,950	\$197,950
B. REIMBURSABLE EXPENDITURES				
	TOTAL	2024/ 2025	2025/ 2026	2026/ 2027
Total Eligible Project Expenditures (Total A1)	\$793,800	\$397,900	\$197,950	\$197,950
- Total from third party contributors (Total C.2)	\$198,450	\$66,150	\$66,150	\$66,150
= TOTAL B : REIMBURSABLE EXPENDITURES	\$553,350	\$388,450	\$82,450	\$82,450
C. SOURCES OF FUNDING				
	TOTAL	2024/ 2025	2025/ 2026	2026/ 2027
C.1: RECIPIENT FUNDING				
Cash	\$198,450	\$66,150	\$66,150	\$66,150
SUBTOTAL C.1: RECIPIENT FUNDING	\$198,450	\$66,150	\$66,150	\$66,150
C.2 : OTHER CONTRIBUTORS				
<i>Economic Development Corporation (SSM)</i>				
Cash	\$198,450	\$66,150	\$66,150	\$66,150
SUBTOTAL C.2: TOTAL FROM THIRD PARTY CONTRIBUTORS	\$198,450	\$66,150	\$66,150	\$66,150
SUBTOTAL C.3: MAXIMUM CANADA CONTRIBUTION	\$396,900	\$265,600	\$65,650	\$65,650
TOTAL C: TOTAL FUNDING FOR THE PROJECT (C1+C2+C3)	\$793,800	\$397,900	\$197,950	\$197,950

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C.1: PROGRESS REPORT

The Recipient will submit a progress report on a quarterly basis, unless otherwise communicated by Canada. The progress report must include the following information:

- a) general description of the Project progress and major achievements to date;
- b) cost report. The Recipient will report on any significant deviations in actual costs compared to Schedule B.2 (Project Budget); and on any significant deviations in the cash flow forecast compared to the forecast in previous claim.
- c) issues, areas of concern or risk factors that may affect completion, the schedule or the budget of the Project as per original plans and the proposed mitigation strategies to correct the situation;

SCHEDULE C.2: ANNUAL REPORT

The Recipient will submit an annual report on March 31 of each fiscal year of the project, unless otherwise communicated by Canada. The annual report must include the following information:

- a) general description of the Project progress and major achievements to date;
- b) updated data on performance indicators listed in Schedule B.1 (Project Description) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes;
 - a. for social media reporting, the data collection is based on the # of hits on Recipient website including followers, favourites, etc. (e.g. Facebook, Twitter and/or any other social media sites).
- c) cost report. The Recipient will report on any significant deviations in actual costs compared to Schedule B.2 (Project Budget); and on any significant deviations in the cash flow forecast compared to the forecast in previous claim.
- d) issues, areas of concern or risk factors that may affect completion, the schedule or the budget of the Project as per original plans and the proposed mitigation strategies to correct the situation;
- e) highlights of communication activities of the Project during the reporting period; and
- f) corporate update. The Recipient will report on any internal corporate and material changes; and how these changes may affect the project.

SCHEDULE C.3: FINAL REPORT

The Recipient will submit a final report to Canada with the final claim. The final report will include:

- a) general description of the Project's major achievements, including any variations to the original activities and timelines;
- b) updated data on performance indicators listed in Schedule B.1 (Project Description) compared to the start of the Project. The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes;
- c) updated Total Project Costs and funding sources;
- d) highlights of any communication activities for the Project since the last reporting period, if applicable; and
- e) lessons learned about how issues were addressed or solutions were found.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the “Recipient”), represented by _____(Name), concerning the Port of Algoma Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under **[RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION]** dated **[DATE]**.
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the “Recipient”), represented by _____(Name), concerning the Port of Algoma Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.
8. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
9. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
10. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products

The Parties may jointly develop information kits, brochures, public reports, social media messages and website material for the public about the Project.

News Releases

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as the start of Project work or completion of the Project. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

Press Conferences, Public Announcements and Other Joint Events

The Parties will cooperate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements of the funding project's findings and outcomes at such events. No public announcement for the Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

Signage

Prior to the implementation of the Project under this Agreement, the Recipient will advise Canada if it will produce and install a sign to recognize federal funding. Any signage will be supplied, erected, and maintained by the Recipient. This sign must follow Federal Identity Program guidelines, in both official languages specifying that the Project is financed by contributions from the Government of Canada and the Recipient and must be reviewed and approved by Canada.

COMMUNICATION COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE F – DECLARATION OF COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Transport, and The Corporation of the City of Sault Ste. Marie (the “Recipient”), represented by _____(Name), concerning the Port of Algoma Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2.
 - a. I have received the following documents for the Port of Algoma Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT(S), e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.
 - b. Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been completed, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.
3. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City/Town), in _____ (Province/Territory) this _____ day of _____, 20_____.

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-24

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Canadian Hearing Services, Inc. for the purpose of trialing Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 3, 2025 between the City and Canadian Hearing Services, Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the purpose of trialing Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this February 3, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



Schedule "A"

271 Spadina Road
Toronto, ON M5R 2V3

T:1-866-518-0000 | TTY:1-877-215-9530

QUICK ACCESS SUPPLY AGREEMENT

THIS LETTER OF AGREEMENT (the “**AGREEMENT**”) is made as of the date set out on the signature page hereof February 03, 2025 (the “**Effective Date**”)

BETWEEN:

CANADIAN HEARING SERVICES, INC. (“CHS”), a corporation under the laws of Ontario

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (“CUSTOMER“), a corporation under the laws of Ontario

Herein, each is also a “**Party**”, and collectively are the “**Parties**”.

WHEREAS the CUSTOMER desires to engage CHS to provide the CUSTOMER with certain services described herein;

AND WHEREAS, CHS is in the business of providing such services, and CHS has agreed to provide such services, as set out and in accordance with the provisions of this Agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1- SCOPE OF SERVICES; CHANGES

Definition of Services

CHS will perform the following services (collectively, the “**Services**”):

1.01 **Quick Access Services**

1.01.1 Quick Access is a service that uses a CHS sign language interpreter to facilitate communication between a Deaf and hearing person via video using a smartphone, tablet or computer with microphone and webcam. Using spoken language, the sign language interpreter conveys what the Deaf customer is communicating through sign language to the hearing person and *vice versa*.

1.01.2 CHS shall deliver Quick Access in American Sign Language (ASL) - English and Les Signes de Quebecoise (LSQ) - French, to assist the CUSTOMER in providing hearing accessible communication, on the terms contained herein.

1.01.3 CHS represents that it has the technology and personnel to provide Quick Access in a timely manner during the hours it is required to provide such services. CHS shall always use industry standard security technologies to protect its systems and to preserve the security, integrity and confidentiality of all the CUSTOMER's Confidential Information. CHS shall not record any video conference between the CUSTOMER and CHS.

1.01.4 Quick Access will be available to the CUSTOMER's clients and staff during the hours described on Schedule "A", or other such times as the Parties agree from time to time.

1.01.5 Quick Access is available for the CUSTOMER's needs, at a per minute cost basis, minimum 2 minutes.

1.01.6 CHS shall provide Quick Access services from a secure and sound-proofed location to minimize the risk of privacy breaches. CHS acknowledges that in the course of the CUSTOMER providing Quick Access to clients in the community, it is acting as an agent as defined in the *Personal Health Information Protection Act, 2004* ("PHIPA"). As part of the obligations to comply with PHIPA and other applicable privacy legislation, CHS will have in place and adhere to organizational privacy and security policies and procedures and will ensure any employees, contracted or otherwise, providing the Services comply with these privacy and security obligations. If a security breach occurs that results in a privacy breach during the provision of Quick Access to the CUSTOMER's clients, CHS agrees to promptly notify the CUSTOMER of such and to cooperate in any investigation in connection therewith.

ARTICLE 2- FEES

2.01 Fees

(1) The CUSTOMER will pay to CHS in consideration for the performance of CHS's Services the following fee (the "Fees"):

2.02 Monthly Service Fee

Each identified CUSTOMER will require its own dedicated Quick Access account at a cost of \$50 per account, per month, which is charged at a one-time annual basis on the effective date.

(A) Rate

American Sign Language (ASL) - English is billed at \$6 per minute.

Les Signes de Quebecoise (LSQ) – French is billed at \$6 per minute.

A session is defined as commencing when a connection is made between the CUSTOMER representative with CHS, to initiate Quick Access.

(B) Implementation Fees

Standard Implementation and Training is included with your Monthly Service Fees.

Additional Training Rates

Additional training requirements are billed at \$150 per hour.

(C) Duration

The duration of the session will be rounded up to the nearest minute. the CUSTOMER will be invoiced for every minute of usage from connection of session through to disconnect. Each session has a minimum billable duration of 2 minutes.

(D) Cancellation

There are no cancellation fees associated with Quick Access.

(E) Invoicing

Invoices for Quick Access will be sent to the CUSTOMER monthly and will indicate usage for each account held We by the CUSTOMER.

(1) Notwithstanding the Fees set out above, CHS reserves the right to undertake an annual review of such rates to determine the impact of such arising from external changes in service cost that may have arisen in any given year, and to adjust fees accordingly. Should CHS chose to implement any required increase, such increase will be undertaken by July 1st in each year of the Agreement period and will do so retroactively to July 1st in each such year.

(2) Except as expressly set out in this Agreement, there will be no other fees or other amounts payable by the CUSTOMER to CHS in respect of the Services.

2.03 Payment of Invoiced Amounts

The CUSTOMER will pay all invoiced Fees within thirty (30) days of the date of receipt of each such invoice. The CUSTOMER may elect to pay invoices using any of the following methods: (1) cheque; (2) electronic funds transfer or automated clearing house; or (3) any other payment method deemed appropriate by the CUSTOMER in its sole discretion. CHS will be responsible for enabling its acceptance of any of the CUSTOMER's designated invoice payment methods and all costs associated therewith.

ARTICLE 3- CONFIDENTIALITY & PRIVACY

3.01 Confidentiality and Privacy

“**Confidential Information**” of a Party is: (a) any information concerning the business or affairs of such Party or its directors, officers, agents, councillors, employees, clients, patients and physicians, as applicable; and (b) in respect of the CUSTOMER, any personal health information of a Deaf person communicating with the CUSTOMER using Quick Access.

Each Party shall treat the other Party’s Confidential Information as confidential and shall not use or disclose such Confidential Information except as may be required in order for CHS personnel or the CUSTOMER’s personnel, as the case may be, to meet their obligations under this Agreement.

The Parties agree that any combination of information that includes Confidential Information shall be treated as confidential even if individual parts thereof are not confidential.

Each Party shall use all reasonable efforts to keep the other Party’s Confidential Information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to employ for its own confidential information. The Parties shall ensure that all recipients of the said information, including the CHS personnel or the CUSTOMER’s personnel will assume obligations identical in principle with those which the Parties assume under this Section.

Each Party is responsible for the breaches of these confidentiality provisions and the privacy provisions contained in Section 1.01.5 by its employees, advisors, agents, contractor, officers and directors.

In the event a Party (the “**Disclosing Party**”) is required by any applicable law to make disclosure of the Confidential Information of the other Party (the “**Protected Party**”), the Disclosing Party shall consult with the Protected Party in advance to the extent reasonably practicable as to the contents and timing of such disclosure in order for the Protected Party to have the opportunity to prevent the disclosure of such Confidential Information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Disclosing Party shall produce only that portion of the Protected Party’s Confidential Information that it is ordered to disclose. In the event that any Confidential Information is disclosed pursuant to the foregoing, it shall not lose its confidential status through such disclosure.

The provisions of this Article 3 will survive the termination of this Agreement.

ARTICLE 4- TERM AND TERMINATION

4.01 Term of Agreement

This Agreement will begin on the Effective Date and will continue until January 13, 2026 (the “**Initial Term**”). The Parties may renew this Agreement by written agreement.

4.02 Termination by the CUSTOMER

The CUSTOMER may, at any time, terminate this Agreement upon giving CHS at least thirty (30) days’ prior written notice, for any reason whatsoever, without payment of any termination fees, penalties, or other amounts (the “**Termination**”). The CUSTOMER shall be responsible for payment of all Fees owing CHS for Services rendered up to and including the final date of the Termination period.

4.03 Termination by CHS for Cause

(1) CHS may terminate this Agreement for cause by providing notice to the CUSTOMER of such termination if the CUSTOMER fails to pay all invoiced Fees, subject to the CUSTOMER’s failure to cure such breach within ninety (90) days of receipt of notice of such breach by the CUSTOMER.

(2) CHS will include in any notice of termination provided the date on which such termination will be effective.

4.04 Survival

(1) The termination of this Agreement will not release either of the Parties from any obligation or liability that accrued prior to such termination.

ARTICLE 5- REPRESENTATIONS, WARRANTIES, COVENANTS, AND INDEMNITIES

5.01 Mutual Representations, Warranties, and Covenants

Each Party represents and warrants to and covenants with the other Party that: (1) such Party has full power, authority, and right to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement by such Party have been duly authorized by all necessary corporate action on the part of such Party; and (2) the execution, delivery, and performance of this Agreement by such Party and the consummation of the transactions contemplated herein do not and will not, with notice or lapse of time or both, conflict with or result in a breach or violation of: (a) any indenture, agreement, instrument, judgment, decree, order, or ruling to which such Party is a party or is otherwise subject that would

materially adversely affect such Party's ability to perform its obligations under this Agreement, or (b) any Applicable Law, except for such contraventions, conflict breaches, and defaults that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Party.

5.02 **CHS Representations**

(1) CHS represents and warrants to and covenants with the CUSTOMER that:

(a) CHS will:

(i) comply with all Applicable Laws in its dealings with the CUSTOMER and in performing its obligations under this Agreement, including ensuring that all Services comply with Applicable Law;

(ii) refrain from engaging in any unfair or deceptive trade practice, or unethical business practice whatsoever; and

(iii) ensure that no CHS Personnel has given, and no CHS Personnel will give, any commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any the CUSTOMER's Personnel in connection with this Agreement, and to the best of its knowledge, no CHS Personnel has given any such payments, gifts, entertainment, or other thing of value to any the CUSTOMER's Personnel;

ARTICLE 6- MISCELLANEOUS

6.01 **Governing Law and Attornment**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been made and performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising under this Agreement. The CUSTOMER and CHS each hereby attorns to the jurisdiction of the courts of the Province of Ontario. To the extent permitted by Applicable Laws, each Party hereby waives the right to trial by jury of any such suit, action, or proceeding.

6.02 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal

substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the Parties.

6.03 Notices

Unless expressly stated otherwise in this Agreement, any demand, notice, consent, approval, authorization or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by personal delivery or prepaid registered mail or by facsimile, in each case addressed to the recipient as follows:

To The Corporation of the City of Sault Ste. Marie:

The Corporation of the City of Sault Ste. Marie
99 Foster Dr
Sault Ste Marie, Ontario, Canada
P6A 5X6

Attention: Diane Morrell
d.morrell@cityssm.on.ca

To Canadian Hearing Services, Inc.:

Canadian Hearing Services
271 Spadina Road
Toronto, Ontario, Canada
M5R2V3

Attention : Diane Carvalho
dcarvalho@chs.ca

or to such other address, individual, or facsimile number as may be designated by notice given by either Party to the other Party in the same manner. Any demand, notice, consent, authorization or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail, on the date the registered mail carrier communicates that the delivery will be made, or if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

6.04 **Amendments and Waivers**

(1) Except as otherwise expressly permitted or specified herein, this Agreement will not be amended or supplemented except by a mutual written agreement that: (a) is signed by the authorized signing officers of each of the Parties; and (b) expressly states that it is intended to amend or supplement this Agreement.

(2) No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and signed by an authorized signing officers of the Party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived. The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will not affect in any way the full right to require such performance at any subsequent time; nor will a waiver by any Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

6.05 **Counterparts and Electronic Execution**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

6.06 **Choice of Language**

The Parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

**CANADIAN HEARING SERVICES,
Inc.**

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

By: _____
Title: President & Chief Executive
Officer
Name: Julia N. Dumanian
Date: February 10, 2025

By: _____
Title: Mayor
Name: Matthew Shoemaker
Date: February 03, 2025

By: _____
Title: City Clerk
Name: Rachel Tyczinski
Date: February 03, 2025

Schedule “A”

1. Hours of Quick Access availability

CHS shall provide Quick Access in ASL, 24 hours a day, and LSQ from 9am -5 pm Monday- Friday.

Should a LSQ request for service be required outside of these hours, please refer to the Emergency Interpreting Services process outlined in point three (3).

2. CHS Interpreting Customer Service Office hours are as follows:

8 a.m. to 8 p.m., Monday to Thursday

8 a.m. to 5 p.m., Friday

Phone: 1-866-518-0000 extension 1

TTY: 1-877-215-9530

E-mail: Interpreting@chs.ca

3. In cases of a sudden, unforeseen crisis that requires immediate attention, emergency services are offered 24 hours/day, 7 days/week, 365 days/year.

- Emergencies may occur in hospital emergency rooms; after-hours medical clinics; crisis centres; shelters; Police services; court settings; and child welfare cases.
- Please note that Emergency Interpreting Services are based on availability and may not be available on-site in all communities.

To request Emergency Interpreting Services, please contact us by:

- Phone: 1-866-518-0000
- E-mail: urgent@chs.ca
- SMS/Text: 416-712-6637 (charges may apply)