

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

Monday, February 24, 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	15 - 30
Mover Councillor L. Dufour Secunder Councillor S. Kinach Resolved that the Minutes of the Regular Council Meeting of February 3, 2025 be approved.	
3. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
4. Declaration of Pecuniary Interest	
5. Approve Agenda as Presented	
Mover Councillor L. Dufour Secunder Councillor M. Bruni Resolved that the Agenda for February 24, 2025 City Council Meeting as presented be approved.	

- 6. Presentations**
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor L. Dufour
 Secunder Councillor M. Bruni
 Resolved that all the items listed under date February 24, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Extension of Agreement – Credit Rating Services** 31 - 32
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- The relevant by-law 2025-25 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.2 Tender for UV Upgrades East End Wastewater Treatment Plant** 33 - 36
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2025-29 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.3 Traffic Signal Controller Replacements** 37 - 38
- 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 24, 2025 concerning traffic signal controller replacements be received and that Econolite Canada Inc. be awarded the sole source supply and delivery of the required traffic control equipment in the amount of \$185,116 plus HST.
- 7.4 Factory Rebuild of Trackless Tractor** 39 - 40
- 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 24, 2025 concerning the factory rebuild of a City-owned trackless municipal tractor plus attachments as required by Public Works and Engineering be received and that the work be awarded to Work Equipment Ltd. as sole source in the amount of \$180,000 plus HST.

7.5	Fleet Advisory Services	41 - 42
	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 24, 2025 concerning the continuation of Fleet Advisory Services for system implementation as required by Public Works be received and that the project consulting fees in the additional amount of \$70,000, a consolidated value of \$295,000, be single-sourced to Mercury Associates with funding allocated from within the 2025 Public Works Fleet and Equipment budget.	
7.6	Demolition of 628 Second Line West	43 - 45
	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 24, 2025 concerning demolition of 628 Second Line West as required by Public Works and Engineering Services be received and that the demolition be awarded to Rainone Services in the amount of \$124,500 plus HST, with funding from the uncommitted capital roads reserve fund.	
7.7	Window Replacements at Roberta Bondar Marina and Bay Street Active Living Centre	46 - 48
	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 24, 2025 concerning window replacements at Roberta Bondar Marina and Bay Street Active Living Centre, as required by Recreation and Culture be received and that the work be awarded to R.F. Contracting Inc. in the amount of \$174,390 plus HST.	
7.8	Leasing and Operation of Space John Rhodes Community Centre	49 - 50
	A report of the Manager of Purchasing is attached for the consideration of Council.	
	The relevant By-law 2025-26 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.9	By-law 2024-126 Amendment – Hub Trail Upgrades Funding Agreement	51 - 52

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

The relevant By-law 2025-39 will appear on an Addendum to the Agenda.

7.10 Heritage Property Tax Rebate – 143 McGregor Ave 53 - 54

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

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

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

7.11 Transfer of Tourism operating funds to Tourism Sault Ste. Marie – Wishart Park Recreational Bridge 55 - 57

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

The relevant By-law 2025-37 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Existing Sackville Road Reconstruction 58 - 60

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

7.13 Delegated Authority for Director of Planning 61 - 62

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

The relevant By-law 2025-32 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.14 Gladwyn Road Assumption, Closure and Sale 63 - 65

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

The relevant By-laws 2025-27 and 2025-28 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.15 Deeming By-Law – Sault Ste. Marie Park Subdivision Plan 7602, Brunswick 66 - 68

Avenue and Sydenham Road (City-owned properties)

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

The relevant By-law 2025-31 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 PUC Transmission – Licence to Occupy – Tree Clearing on Yates Avenue 69 - 70

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

The relevant By-law 2025-33 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.17 PUC (Transmission) LP – Amended Easement Option Agreement (Yates Avenue) 71 - 73

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

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

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-1-25-Z 22 MacDonald Avenue 74 - 162

A report of the Intermediate Planner is attached for the consideration of Council.

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

Resolved that the report of the Intermediate Planner dated February 24, 2025

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

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

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

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

8.7.1.1 ***Correspondence Received*** 163 - 175

8.8 **Boards and Committees**

8.8.1 **Supplementary Board and Committee Appointments** 176 - 177

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Bruni

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

8.8.1.1 **Committee of Revision**

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

8.8.1.2 **Community Development Award Selection Committee**

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

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

8.8.1.3 Fence Viewers

The relevant By-law 2025-38 appointing Katie Blunt, Elizabeth Filice, and Alexander White to the Fence Viewers Committee is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8.8.1.4 Parks and Recreation Advisory Committee

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

8.8.1.5 Property Standards Committee

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

8.8.1.6 Tourism Board

Mover Councillor L. Dufour

Seconder Councillor M. Bruni

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

8.8.1.7 Municipal Heritage Committee

The relevant By-law 2025-36 appointing Vanessa Ferlaino to the Municipal Heritage Committee is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

9.1 DeepSeek on City-Owned and City-Issued Devices

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

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

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

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

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

9.2 Snow Removal Service Delivery Assessment

Mover Councillor A. Caputo

Seconder Councillor S. Spina

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

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

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

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

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

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 S. Kinach

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

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

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

178 - 199

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

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

200 - 202

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

Resolved that By-Law 2025-25 being a by-law to authorize the execution of the Amending Agreement between the City and S&P Global Canada Corporation for the extension of the agreement for credit rating services be passed in open Council this 24th day of February, 2025.

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

203 - 213

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

- 12.1.4 By-law 2025-27 (Street Assumption) Gladwyn Road (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe and Frank Spina)** 214 - 215
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-law 2025-27 being a by-law to assume for public use and establish as a public street, Gladwyn Road described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY'S; SAULT STE. MARIE, Giuliani Subdivision be passed in open Council this 24th day of February, 2025.
- 12.1.5 By-law 2025-29 (Engineering) East End WWTP UV Upgrades Contract 2024-9E S & T Electrical Contractors Limited (Martin Girardi)** 216 - 220
- A report from the Manager of Purchasing is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-law 2025-29 being a by-law to authorize the execution of the Contract between the City and S&T Electrical Contractors Limited for UV Upgrades at the East End Wastewater Treatment Plant (Contract 2024-9E) be passed in open Council this 24th day of February, 2025.
- 12.1.6 By-law 2025-30 (Street Assumption) Parts 1 and 2 Nokomis Beach Road Extension (City request)** 221 - 222
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-law 2025-30 being a by-law to assume for public use and establish as a public street that portion of Nokomis Beach Road described as PART PIN 31615-0114 (LT) PART OF SECTION 16 PARKE PARTS 1 AND 2 1R-14220, SAULT STE. MARIE be passed in open Council this 24th day of February, 2025.
- 12.1.7 By-law 2025-31 (Subdivision Control) Deeming Brunswick Avenue and Sydenham Road (City Owned)** 223 - 226
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-Law 2025-31 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sault Ste. Marie Park Subdivision, pursuant to section 50(4) of the Planning Act be passed in open Council this 24th day of February, 2025.

- 12.1.8 By-law 2025-32 (Delegation to the Director of Planning) Affordable Housing Community Improvement Program (CIP) 227 - 271**
- A report from the Solicitor is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-law 2025-32 being a by-law law to authorize the Director of Planning, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie CIP affordable housing agreements in the form prescribed herein be passed in open Council this 24th day of February, 2025.
- 12.1.9 By-law 2025-33 (Agreement) PUC Transmission Licence to Occupy Yates Avenue (PUC Robert Brewer) 272 - 279**
- A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-law 2025-33 being a by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC. for the purpose of conducting tree clearing on Yates Avenue PART SECTION 34 KORAH as described in PIN 31609-0390 (LT) and shown on attached map for the PUC Transmission Project (PUC – Robert Brewer) be passed in open Council this 24th day of February, 2025.
- 12.1.10 By-law 2025-34 (Zoning) 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio) 280 - 282**
- A report from the Planner is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-Law 2025-34 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio) be passed in open Council this 24th day of February, 2025.
- 12.1.11 By-law 2025-35 (Development Control) 22 MacDonald Ave (Bellex Corporation c/o Joe Ruscio) 283 - 284**
- A report from the Planner is on the Agenda.
- Mover Councillor L. Dufour
 Secunder Councillor S. Kinach
 Resolved that By-Law 2025-35 being a by-law to designate the lands located

at 22 MacDonald Avenue an area of site plan control (Bellex Corporation c/o Joe Ruscio) be passed in open Council this 24th day of February, 2025.

12.1.12 By-law 2025-36 (Appointments to Local Boards) Municipal Heritage 285 - 285

Passed by Council Resolution on January 13, 2025.

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

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

12.1.13 By-law 2025-37 (Agreement) Tourism Funding for Wishart Park 286 - 298

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

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

Resolved that By-law 2025-37 being a by-law to authorize the execution of the Agreement between the City and Tourism Sault Ste. Marie for funding towards the construction and installation of a recreational bridge in Wishart Park be passed in open Council this 18th day of February, 2025.

12.1.14 By-law 2025-38 (Appointments to Local Boards) Fence Viewers Committee 299 - 299

A report from the Deputy City Clerk is on the Agenda.

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

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

12.1.15 *By-law 2025-39 (Agreement) Amendment By-law 2024-126 Funding Hub Trail Upgrades* 300 - 302

A report from the City Clerk is on the Agenda.

Mover Councillor L. Dufour

Secunder Councillor S. Kinach

Resolved that By-law 2025-39 being a by-law to amend Schedule "A" of By-law 2024-126 (being a by-law to authorize the execution of a Funding Agreement with the Minister of Infrastructure and Communities to accept funds that have been allocated to Sault Ste. Marie and proceed with Hub Trail upgrades be passed in open Council this 24th day of February, 2025.

12.2 By-laws before Council for FIRST and SECOND reading which do not require

more than a simple majority

12.2.1 **By-law 2025-28 (Street Closing and Conveyance) Gladwyn Road (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe and Frank Spina)** 303 - 304

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

Mover Councillor L. Dufour

Seconder Councillor S. Kinach

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

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 personal matter about an identifiable individual;
- one item concerning acquisition of land by the municipality or local board;
- two items concerning disposition of land by the municipality or local board; and
- one item subject to solicitor-client privilege;

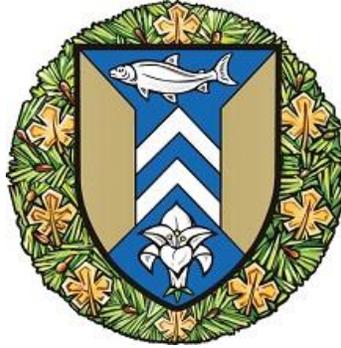
Further Be It Resolved that should the said closed session be adjourned, the Council may reconvene in closed session to continue to discuss the same without the need for a further authorizing resolution.

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

15. **Adjournment**

Mover Councillor L. Dufour

Secunder Councillor M. Bruni
Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, February 3, 2025

5:00 pm

Council Chambers and Video Conference

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

Absent: Councillor L. Vezeau-Allen

Officials: T. Vair, R. Tyczinski, S. Schell, P. Johnson, N. Ottolino, B. Lamming, P. Tonazzo, C. Rumiell, D. Perri, T. Anderson, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, N. Maione, S. Olar, R. Van Staveren, K. Pulkkinen

1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the Minutes of the Regular Council Meeting of January 13, 2025 be approved.

Carried

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

4. **Declaration of Pecuniary Interest**

4.1 Mayor M. Shoemaker – By-law 2025-13 (Official Plan Amendment) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West)

Applicant is a client of law firm.

4.2 Mayor M. Shoemaker – By-law 2025-14 (Zoning) 550 Second Line East (Orlando Rosa for Second Line Properties Ltd., Harvey West)

Applicant is a client of law firm.

5. Approve Agenda as Presented

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

6. Presentations

6.1 2024 Medal of Merit

Joel Syrette was in attendance to perform a smudge.

Connie Raynor-Elliott was presented with the Medal of Merit in acknowledgement of her outstanding contributions to the community.

Frank D'Addetta, representing 100 Guys Who Care, was in attendance to announce a \$20,000 donation for SOYA by March 2025, matched by another \$20,000 donation from an anonymous sponsor.

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

7.1 Annual Report of Integrity Commissioner 2024

The report of the Integrity Commissioner was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

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

Carried

7.2 Tax Sale Procedure Update and Delegated Authority

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

The relevant By-law 2025-22 is listed under item 12 of the Minutes.

7.3 Seasonal Security Services

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 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.

Carried

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

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated February 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.

Carried

7.5 Bus Wash Replacement – Transit

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

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated February 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.

Carried

7.6 RFP – Independent Claims Adjusting Services

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

The relevant By-law 2025-7 is listed under item 12 of the Minutes.

7.7 Insurance Program Renewal – Policy Period 2025-2026

The report of the Risk Manager was received by Council.

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

7.8 Outside Agency Grant Agreements 2025

The report of the Director of Community Services was received by Council.

The relevant By-laws 2025-15, 2025-16, 2025-17, and 2025-18 are listed under item 12 of the Minutes.

7.9 Green Shipping Corridor Funding Approval

The report of the Manager of Business Development was received by Council.

The relevant By-law 2025-23 is listed under item 12 of the Minutes.

7.10 Tourism Development Fund Applications – January 2025

Moved by: Councillor L. Dufour

Seconded by: 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).

Carried

7.11 Video Remote Interpreting Trial

The report of the Accessibility Coordinator was received by Council.

The relevant By-law 2025-24 is listed under item 12 of the Minutes.

7.12 Correspondence

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

Moved by: Councillor S. Kinach

Seconded by: 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.

	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	0	1
				Carried

9.2 AMO Healthy Democracy Partnership

Moved by: Councillor A. Caputo
 Seconded by: 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 four 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 five 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 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.

	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	9	1	0	1
				Carried

9.3 Sackville Road Extension

Moved by: Councillor R. Zagordo
 Seconded by: 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.

	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	9	0	0	2
				Carried

9.4 US Tariff Response

Moved by: Councillor A. Caputo
 Seconded by: Councillor C. Gardi

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

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

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

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

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

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

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

- Stand with Team Canada on the message that tariffs are not in the best interests of Canadian or American consumers and businesses; and
- Call on the Federal and Provincial governments to work with municipalities on measures to protect Canadian consumers and businesses; and

- Call on the Federal and Provincial governments to remove all barriers to municipalities preferring Canadian companies in procurement for capital projects and supplies as well as those that prevent municipalities from preferring Canadian companies for projects and supplies; and
- Call on the Federal and Provincial government to remove all trade barriers between provinces; and
- Endorse the Federal and Provincial call for Buy Canadian and encourage Saultites to Buy Canadian whenever possible.

	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	9	0	0	2

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 L. Dufour
 Seconded by: 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.

Carried

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

12.1.1 By-law 2025-6 (Agreement) 2 Diesel Bus Purchase Transit

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

Moved by: Councillor L. Dufour

Seconded by: 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.

Carried

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

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

Councillor Gardi assumed the Chair as Acting Mayor.

Moved by: Councillor L. Dufour

Seconded by: 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.

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

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

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

Moved by: Councillor L. Dufour

Seconded by: 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.

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

Carried

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

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

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

14. Closed Session

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

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

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

Carried

15. Adjournment

Moved by: Councillor L. Dufour

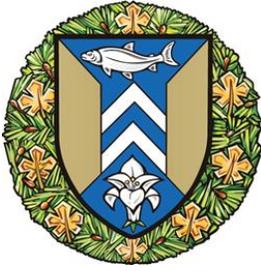
Seconded by: Councillor S. Kinach

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer &
Treasurer
DEPARTMENT: Corporate Services
RE: Extension of Agreement – Credit Rating Services

Purpose

The purpose of this report is to seek approval of the extension of the agreement for credit rating services.

Background

In 2020 a request for proposal (RFP) was issued for credit rating services. The successful proponent was S&P Global Canada Corporation. Council approved the agreement on June 20, 2020 for a five year term with the option for three additional years by mutual agreement.

Analysis

S&P Global Canada Corporation has agreed to extend the original agreement for three additional years. The original RFP included pricing for year six for \$26,500 plus HST. The additional years' pricing are: year seven \$27,300 and year eight \$28,100, plus HST. The annual increases are approximately 3% per year. Staff is recommending the extension as the service level has been very good, and the rating methodology will be comparable to prior years.

Financial Implications

Funding for the annual credit rating service for 2025 (year six) is included in the 2025 operating budget. Future budgets for 2026 and 2027 will include increases of approximately 3%.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2025 02 24 be received as information.

The relevant by-law 2025-25 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Extension of Agreement – Credit Rating Services

February 23, 2025

Page 2.

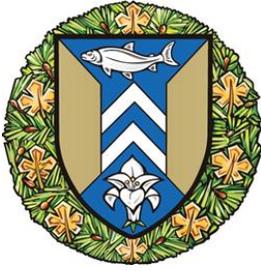
Respectfully submitted,

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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Tender for UV Upgrades East End Wastewater Treatment Plant

Purpose

The purpose of this report is to obtain Council Approval to award the work for UV Upgrades at the East End Wastewater Treatment Plant (EEWWTP) as required by Public Works and Engineering Services.

Background

The current UV disinfection system installed as part of the East End Plant upgrades and expansion was discontinued and non-standard parts will no longer be available beyond 2024. Additionally, the equipment is nearing the end of its useful life within the next 5 to 10 years. The City initiated the process to replace/upgrade the equipment, issuing a Request for Proposal in 2024 for professional services in relation to design, tender and contract administration services, awarded to Aecom Canada Ltd. at Council meeting September 19, 2023.

The tender was publicly advertised through the bidding system and notification issued through Construction Association plan room. Opening of the tenders took place after closing on December 18, 2024 within the e-bidding system.

Analysis

Submissions from four (4) bidders were received prior to closing deadline:

R.F. Contracting Inc, Sault Ste. Marie, ON
North America Construction (1993) Ltd., Morriston, ON
Industra Construction Corp., Mississauga, ON
S&T Electrical Contractors Limited, Sault Ste. Marie, ON

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, AECOM Canada ULC, and staff from Engineering Services. The consultant's report concerning the tenders received is attached for your reference.

Financial Implications

S. & T. Electrical Contractors Limited submitted low tendered price, meeting specifications, of \$5,967,538 for UV Upgrades EEWWTP, for a total cost of \$6,072,567 including non-rebateable HST.

The project was approved in the 2023 sanitary rate support budget and estimates were updated in 2025. Given the size of the project, cash flows are presented in 2023-2027.

The procurement, in total, is within the Council approved budget.

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 24, 2025 concerning UV Upgrades at East End Wastewater Treatment Plant be received and that the award to S. & T. Electrical Contractors Limited at \$5,967,538 plus HST, with funding provided from approved budget and estimated cashflows in 2025 and into 2026 be approved.

The relevant By-law 2025-29 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

Catherine Taddo, P.Eng.
Manager, Development and Environmental Engineering
Public Works and Engineering Services
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

February 13, 2025

Our Reference
60718973

**Subject: East End Wastewater Treatment Plant UV Upgrades
Contract No. 2024-9E
Tender Report**

1.0 Tender Summary

The City of Sault Ste Marie (City) has retained AECOM Canada ULC (AECOM) to provide engineering services for the East End WWTP UV Upgrades project. A complete set of Contract Drawings and Specifications were prepared for the project by AECOM for the purposes of tendering to prospective bidders. A tender advertisement was published at 10:45am on November 13, 2024, on the City's bids and tenders website to notify prospective bidders of the availability of tender documents.

During the tender period, three (3) Addenda were issued by AECOM to address the questions received. These addenda were distributed electronically to all plan takers via bids and tenders and included a one (1) week extension to the original closing date.

Four (4) tender submissions were received electronically by the City prior to the closing time of 3:00 pm on December 18th, 2024. Tenders were reviewed upon opening by the City's purchasing department for compliance with the mandatory tender requirements. All tenders opened met the mandatory requirements which included completion of a mandatory site visit, provision of tender deposit and agreement to bond, a completed form of tender and submission forms, and acknowledgement of all addenda.

The following table summarizes the Tender Prices submitted, listed from lowest to highest, which includes construction contingency and allowances:

BIDDER NAME	TENDER PRICE (Excluding HST)
S&T Electrical Contractors Limited	\$5,967,538.05
North America Construction Ltd.	\$6,257,165.00
Industra Contractors	\$6,348,902.67
RF Contracting Ltd.	\$6,390,000.00

2.0 Pre-Tender Cost Estimate

A Class 'A' pre-tender construction cost estimate was prepared by AECOM for this project, intended to be used for bid comparison purposes. This estimate was completed on October 04, 2024, based on the tender drawings and specifications.

The construction costs were estimated to be **\$6.05M** with an accuracy of -5%/+10% and an allowance for 10% adjustment for construction in Northern Ontario, providing an expected range of tender prices from **\$6.32M – \$7.15M**. All tender submissions were under the anticipated estimate or within the lower range.

3.0 Review of Tenders Received

All tender submissions were provided by the City to AECOM for review. In addition, a detailed post-tender breakdown was also submitted by the two lowest bidders in accordance with the tender document requirements.

The findings from AECOM's review of the submission of the lowest bidder, S&T Electrical Contractors Ltd., are summarized below:

1. The tender package appears complete meeting all the mandatory requirements at time of bid submission, including a Bid Bond in the amount of 10% of the Tender Amount, Agreement to Bond for a 100% performance bond and 50% labour and materials bond, and a properly signed and sealed Form of Tender with Addendum Acknowledgements, Submission Forms, and the Schedule of Items and Prices.
2. The Schedule of Items and Prices and the Post-Tender Breakdown appear complete and balanced with no mathematical errors or apparent irregularities. Items which appeared to be unbalanced were clarified with the bidder and the responses are satisfactory.
3. S&T Electrical Contractors Ltd. is a well-known locally based Contractor who has completed numerous public and private sector contracts in the past within the City of Sault Ste. Marie.

4.0 Conclusion

In summary, based on our detailed review of the tenders submitted, we recommend the following assuming the City wants to proceed with award:

1. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement.
2. AECOM should be authorized to issue an award letter to the successful Bidder which will include requirements for the Bidder to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for execution.

Please contact the undersigned should you wish to discuss any aspect of this tender report. Furthermore, we would be pleased to meet with you to discuss next steps.

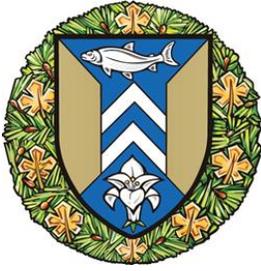
Yours sincerely,



John Griffiths, P. Eng.
Project Engineer

Encl.

Form of Agreement



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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Traffic Signal Controller Replacements

Purpose

The purpose of this report is to obtain Council approval to proceed with supply and delivery of Traffic Control Equipment for street improvements as required by Public Works and Engineering Services.

Background

As part of the Capital Transportation Program, replacement and upgrading of aged Traffic Signal Controller Equipment is required for street improvements, to be installed at six intersections throughout the City in 2025.

Analysis

Econolite Canada Inc. of Markham, ON provides traffic control equipment used by the City on its streets and intersections. This source of supply has been in place for many years. City staff is familiar and confident with its reliability, operation, and maintenance.

Included in this procurement are traffic control cabinets and other required internal equipment required for the upgrade replacements.

This sole source request is in accordance with Purchasing By-Law item 22.3 a), c) ensuring compatibility with existing products; where there is absence of competition for technical reasons only supplied by particular supplier; and where equipment is maintained by the manufacturer or its representative.

Financial Implications

Econolite Canada Inc. submitted pricing in the amount of \$188,734 including non-rebateable HST for the supply and delivery of the requested equipment.

During the 2025 Budget deliberations under the Capital Transportation Program, Council approved the allocation of \$200,000 for this project.

This request can be accommodated within this funding allocation.

Traffic Signal Controller Replacements

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

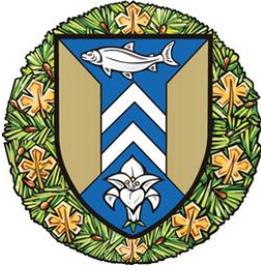
Respectfully submitted,

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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Factory Rebuild of Trackless Tractor

Purpose

The purpose of this report is to obtain Council approval to proceed with a factory rebuild of a City-owned trackless municipal tractor presently in use by Public Works and Engineering Services.

Background

Trackless equipment is used by Public Works for various purposes, primarily associated with clearing snow, winter sanding, and sweeping of City sidewalks. Trackless vehicles are equipped with various readily changeable attachments for performance of these functions as well as other duties inside and outside of the winter control season.

Public Works rebuilds one of the municipal tractors in its fleet annually to ensure reliable service and continuity of its fleet are maintained.

Analysis

The rebuild will include replacement of the engine, cab, seat & controls; a transmission rebuild, front and rear axles, and power take off clutch. A new one-year warranty on parts and labour, and a two-year 2,000-hour warranty on the engine provided, which is comparable to the warranty of a new unit. The rebuild process will take approximately 180-240 days to complete, subsequent to the 90 day engine supply lead-time.

Work Equipment Ltd. is a factory-authorized dealer who supplies the City with trackless municipal tractors. Factory rebuilds are only available at a Trackless Dealer. This sole source request is in accordance with the Purchasing By-law 22.3 a), c) as there is an absence of competition for technical reasons and the service can only be supplied by a particular supplier/manufacturer representative.

Financial Implications

Work Equipment Ltd. submitted pricing in the amount of \$183,168 including non-rebateable HST for the factory rebuild including shipping, a new snow blower and v-plov attachments (less trade-in allowances).

Factory Rebuild of Trackless Tractor

February 24, 2025

Page 2.

During the 2025 Budget deliberations, Council approved the allocation of \$2,543,000 for Public Works Equipment which included procurement of the rebuild for this particular piece of equipment.

This request can be accommodated within this funding allocation.

Strategic Plan / Policy Impact / Climate Impact

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

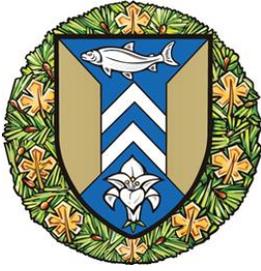
Respectfully submitted,

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 24, 2025

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

Purpose

The purpose of this report is to obtain Council approval to extend consulting services with Mercury Associates Inc. (Mercury) into 2025 for further advisory work on the Fleet Management Information System (FMIS) Implementation, as required by Public Works and Engineering Services.

Background

A full Public Works Fleet Services Review was conducted in 2021 by Mercury with findings and recommendations presented to Council on October 25, 2021.

Report to Council January 9, 2023, Fleet Management Improvement Initiatives indicated a component required in 2023 is the tender, selection and implementation of an FMIS, where the following resolution was passed:

Resolved that the report of the Director of Public Works dated January 9, 2023 concerning Fleet Management Improvement Initiatives be received and that Council recommend funding of the smooth replacement plan displayed in Figure 2 (attached) for 2023 budget with support in principle for 2024-2025 funding; further if Council approves the 2023 Capital Budget and funding for the Fleet Management Information System during budget deliberations that the project consulting fees in the amount of \$120,000 be single sourced to Mercury Associates, Inc.

The December 11, 2023 Council agenda (2024 Capital Budget) included \$105,000 for support service needs related to FMIS implementation which was provided by Mercury throughout 2024.

Analysis

It is recommended that single source, non-competitive approval be considered to extend services with Mercury into 2025 for further advisory work and project management on the FMIS implementation and update process/procedure documents for various fleet functions.

Fleet Advisory Services, Mercury

February 24, 2025

Page 2.

This single source request is in accordance with Purchasing By-Law item 22.3 h) whereby Mercury's past work helped form the backbone of the FMIS tendering process and has supported implementation thus far. Such continuity of service is in the best interest of the City.

Financial Implications

During the 2025 Budget deliberations, Public Works allocated \$70,000 to Fleet Consulting Funds – Mercury, from within the Public Works Fleet & Equipment funding total.

This request can be accommodated with these funding allocations.

Strategic Plan / Policy Impact / Climate Impact

This project aligns with the Corporate Strategic Plan in the Infrastructure focus area for Asset Management.

Recommendation

It is therefore recommended that Council take the following action:

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

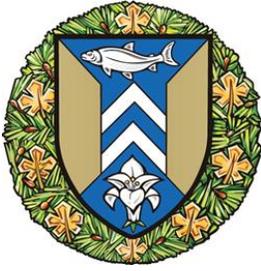
Respectfully submitted,

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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Demolition of 628 Second Line West

Purpose

The purpose of this report is to obtain Council approval to award the work for demolition and removal of building located at civic no. 628 Second Line West, as required by Engineering Division.

Background

The quotation was issued by invitation and notification was provided to all firms on the bidders list. Quotations closed at 4:00 p.m. local time on February 6, 2025 followed by opening of bids within procurement.

Analysis

Submissions from three bidders were received prior to closing deadline.

The quotations received have been thoroughly reviewed by a committee comprised of staff from Engineering Division. The low tendered price, meeting specifications and requirements, has been indicated on the summary attached.

Financial Implications

Rainone Services submitted pricing in the amount of \$126,692 including non-rebateable HST to complete the demolition work.

Funding for the demolition is being requested from the uncommitted capital roads reserve fund.

This request can be accommodated within this funding allocation.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated February 24, 2025 concerning demolition – civic no. 628 Second Line West as required by Public

Demolition of 628 Second Line West

February 24, 2025

Page 2.

Works and Engineering Services be received and that the demolition be awarded to Rainone Services in the amount of \$124,500 plus HST, with funding provided from the uncommitted capital roads reserve fund.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF QUOTATIONS
DEMOLITION - CIVIC NO. 628 SECOND LINE WEST

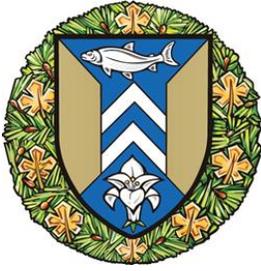
<u>Firm</u>	<u>Work Completion</u>	<u>Total Tendered Price</u> <u>(HST extra)</u>	<u>Remarks</u>
Rainone Services Sault Ste. Marie, ON	20 working days	\$124,500.00	Meets Specifications
Avery Construction Ltd. Sault Ste. Marie, ON	14 working days	\$133,125.79	Meets Specifications
Green Infrastructure Partners Inc. Markham, ON	12 working days	\$127,000.00	Meets Specifications

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

The total cost to the City will be \$126,692 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Rainone Services be accepted.

Karen Marlow
Manager of Purchasing



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Window Replacements at Roberta Bondar Marina and Bay Street Active Living Centre

Purpose

The purpose of this report is to obtain Council approval to award window replacements at Roberta Bondar Marina (RBM) and Bay Street Active Living Centre (Senior Centre), as required by Recreational and Culture Division – Community Development and Enterprise Services.

Background

The tender was publicly advertised through the bidding system and notification issued through Construction Association Plan Room. Opening of tenders took place after closing on February 6, 2025 within the e-bidding system

Analysis

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

The tenders received have been thoroughly reviewed by a committee comprised of staff from the Recreational and Culture Division of CDES and the City's consultant for the project, David Ellis Architect Inc. The low tendered price, meeting specifications has been indicated on the summary attached.

Financial Implications

R.F. Contracting Inc. submitted pricing in the amount of \$174,390 (HST being fully rebateable) to complete the window replacements at both facilities.

During the 2024 and 2025 Budget deliberations, Council approved the allocation of \$128,600 for various RBM upgrades including window replacements, of which \$110,160.54 remains.

During the 2023, 2024 and 2025 Budget deliberations, Council approved the allocation of \$185,000 for Senior Centre exterior windows, of which \$175,750 remains.

This request can be accommodated within these funding allocations.

Window Replacement Roberta Bondar Marina and Bay Street Active Living
Centre
February 24, 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 24, 2025 concerning window replacements at Roberta Bondar Marina and Bay Street Active Living Centre, as required by Recreational and Culture Division of CDES be received and that the work be awarded to R.F. Contracting Inc. in the amount of \$174,390 plus HST.

Respectfully submitted,

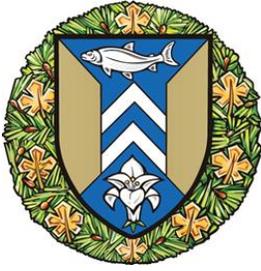
Karen Marlow
Manager of Purchasing
705.759-5298
k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
Window Replacements at Roberta Bondar Marina and Bay Street Active Living Centre

<u>Firm</u>	<u>Work Completion</u>	<u>RBM</u>	<u>Senior Centre</u>	<u>Total Tendered Price (HST extra)</u>	<u>Remarks</u>
R.F. Contracting Inc Sault Ste. Marie, ON	12 weeks	86,490.00	87,900.00	\$174,390.00	Meets Specifications
S&T Electrical Contractors Limited Sault Ste. Marie, ON	11 weeks	99,289.00	99,289.00	\$198,578.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
The total cost to the City will be \$174,390, HST being fully rebateable
It is my recommendation that the tendered prices, submitted by R.F. 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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Leasing and Operation of Space John Rhodes Community
Centre

Purpose

The purpose of this report is to obtain Council approval to award lease and operation of space for a Pro Shop at the John Rhodes Community Centre (JRCC) for a term of five years commencing March 1, 2025, and expiring May 30, 2030, with the option to renew for one additional term of five years subject to successful negotiation, as required by Community Development and Enterprise Services (CDES).

Background

The proposal was publicly advertised, and notification was provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on January 15, 2025.

Analysis

A proposal from one proponent was received prior to closing deadline:

- JAYTEQ PRO SHOP, Sault Ste. Marie, ON

The proposal received has been reviewed and evaluated by a committee of CDES staff. It is the consensus of the Evaluation Committee the proponent scored adequately in the evaluation process. JAYTEQ PRO SHOP is the existing tenant leasing the space for the past two years and will continue to operate as a Pro Shop. Staff recognizes the role the Pro Shop plays in providing a valuable service to patrons at the facility and fits well within the facility.

Financial Implications

JAYTEQ PRO SHOP proposed variable rent payments for winter (September to April) and summer (May to August), setting the annual base rent as \$11,560 plus HST (averaging \$963.33/month). The monthly common area rate cost will be \$96.33/month plus HST.

Jayteq Pro Shop is responsible to pay all property taxes associated with the space.

This agreement will not impact the Operating Budget.

Strategic Plan / Policy Impact / Climate Impact

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

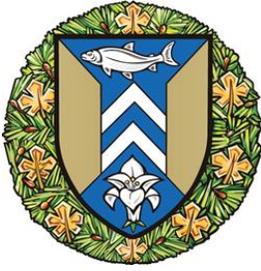
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-26 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
C O U N C I L R E P O R T

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: By-law 2024-126 Amendment – Hub Trail Upgrades
Funding Agreement

Purpose

The purpose of this report is to obtain approval of housekeeping amendments to a funding agreement with the Minister of Infrastructure and Communities for Hub Trail Upgrades.

Background

By-law 2024-126 (passed September 9, 2024) authorized execution of a funding agreement with the Minister of Infrastructure and Communities for upgrades to the Hub Trail.

The agreement has been executed by the Province. The project completion date has been extended from February 1, 2026 to January 31, 2027.

The following dates have also been amended:

- Agreement end date – from March 31, 2026 to March 31, 2027
- Final claim date – from March 31, 2026 to February 28, 2027

Analysis

This report is for housekeeping purposes only.

Financial Implications

This report is for housekeeping purposes only.

Strategic Plan / Policy Impact / Climate Impact

This report is for housekeeping purposes only.

Recommendation

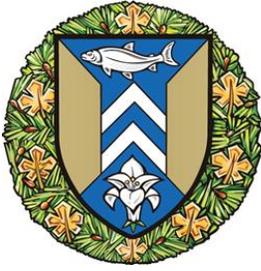
It is therefore recommended that Council take the following action:

The relevant amending By-law 2025-39 will be listed on an Addendum and will be read with all by-laws under item 12 of the Agenda.

By-law 2024-126 Amendment
February 24, 2026
Page 2.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Heritage Property Tax Rebate – 143 McGregor Ave

Purpose

The purpose of this report is to seek Council approval for tax rebates for the owner of 143 McGregor Avenue, a heritage property enrolled in the Heritage Property Tax Rebate Program.

Background

The Ontario Government, under the *Municipal Act*, allows municipalities to grant tax rebates of 10% to 40% on the value of an eligible heritage property to stimulate the restoration and preservation of Ontario's unique heritage assets. In the spring of 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in the community. By-law 2005-186 outlines the guidelines for those enrolled in the program.

Heritage properties are an important community resource; however, increased costs are often associated with restoration and maintenance. The Sault Ste. Marie Heritage Property Tax Rebate Program recognizes these costs. It is seen as an investment in the community by preserving the City's unique cultural heritage and supporting owners of heritage properties. There are 41 heritage sites in the city of Sault Ste. Marie designated under Part IV of the *Ontario Heritage Act*, and 6 registered sites of cultural heritage value are listed under Section 27(1.2) of the Act. Enrolment into the program requires the completion of a Heritage Easement Agreement between the City and the property owner, which is then registered on the property title.

Analysis

Owners enrolled in the Heritage Property Tax Rebate Program must complete an application for the rebate and indicate what work they plan to do to maintain their heritage property. Members of the Sault Ste. Marie Municipal Heritage Committee and a City Building Inspector conduct property inspections annually to ensure adequate ongoing maintenance and that owners are following maintenance plans. Based on current and previous inspections and the owners' maintenance plans identified in the application, recommendations for owners to receive the tax rebate are made.

Heritage Property Tax Rebate – 143 McGregor Ave

February 24, 2025

Page 2.

Applications for the 2022 and 2023 tax rebate for 143 McGregor Ave were received; however, the property was not included in the previous report to Council on December 2, 2024, due to a clerical error. The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their February 5, 2025, 2024, meeting:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommends to City Council that the Designated Heritage Property Tax Rebates for 143 McGregor Avenue for the 2022 and 2023 tax years be paid.

Financial Implications

The total rebate for 2022 and 2023 tax years is \$2,924.49 of which the municipal portion is \$2,658.88, and the education portion is \$265.61.

Strategic Plan / Policy Impact / Climate Impact

Quality of Life focus area: Arts and Culture—Support and grow the creative economy, celebrate arts and culture and promote and conserve heritage assets.

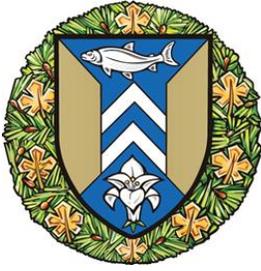
Recommendation

It is therefore recommended that Council take the following action:

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

Respectfully submitted,

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



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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director Tourism & Community
Development
DEPARTMENT: Community Development and Enterprise Services
RE: Transfer of Tourism operating funds to Tourism Sault Ste.
Marie – Wishart Park Recreational Bridge

Purpose

The purpose of this report is to seek Council permission to enter into a funding agreement with Tourism Sault Ste. Marie (TSSM) so that funds from the approved 2024 City's tourism operating budget can be allocated towards the construction and installation of a recreational bridge in Wishart Park.

Background

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

Outdoor adventure and trails are proven destination drivers that align with Destination Canada's and Destination Ontario's priorities. Furthermore, the enhancements to Wishart Park align with TSSM's strategic plan, which identifies this outdoor adventure as a competitive advantage and has set an aspirational goal of being Ontario's premier urban outdoor adventure capital. Creating a linear connection between Hiawatha Highlands and our downtown/waterfront is key to achieving this goal, as is the construction and installation of a recreational bridge crossing the Root River.

Once installed, the bridge will allow cycle tourists, hikers, and other trail users staying at local hotels and other accommodations to access Hiawatha Highlands from anywhere in the community. The connection increases the appeal of our outdoor recreation assets, as visitors can participate in all the amenities the community offers without using a car. The project is expected to increase the duration of stays and visitor spending in the community.

On March 18, 2024, staff requested that \$250,000 of the City's share of the MAT be allocated to support the construction of a recreational bridge in Wishart Park. Council approved the request through the following resolution:

Resolved that the report of the Director of Tourism and Community Development dated March 18, 2024, be received and that Council approve the use of the \$497,796 (City share of Tourism funds) towards the following initiatives.

- *\$11,150 to support the hiring of a Tourism Event Coordinator for 9 months in 2024 and ongoing approval for the term of the agreement with TSSM.*
- *\$250,000 to support the construction of a recreational bridge crossing that will allow for the connection of Hiawatha Highlands to the Hub Trail on Third Line;*
- *\$236,646 for future investment in Downtown/Waterfront Improvements/Activation.*

Analysis

TSSM, with the support of staff, advanced the design, procurement, and fabrication of the bridge in 2024. The bridge arrived at Wishart Park in January 2025 and is slated to be installed in early March. TSSM has incurred costs associated with its construction, and further costs will follow its installation.

A funding agreement between the City and TSSM will be entered before any funds are transferred. Furthermore, funds will be released on a reimbursable basis to ensure they are utilized specifically for the construction and installation of the bridge.

Financial Implications

No new funds are needed.

The funds requested were approved as part of the 2024 Tourism Operating budget, specifically to support TSSM with the construction and installation of the bridge in Wishart Park.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

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

There are no climate change impacts associated with this report.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-37 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Transfer of Tourism operating funds - TSSM – Wishart Park Bridge

February 24, 2025

Page 3.

Respectfully submitted,

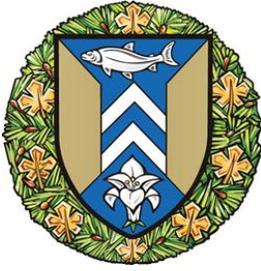
Travis Anderson

Director, Tourism &

Community Development

705.989.7915

t.anderson@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumieli, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Existing Sackville Road Reconstruction

Purpose

The purpose of this report is to address the Council resolution from February 3rd, 2025, which reads:

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.

Background

At its meeting on July 15, 2024, Council approved the Five-Year Capital Transportation Program (2025-2029), which includes extending Sackville Road from Mary Avenue northerly to Third Line in the summer of 2025. On January 27, 2025, MPP Ross Romano announced that the City would receive \$5.25 million from the Housing Enabling Core Services (HECS) Fund for the Sackville Road Extension.

Analysis

The HECS funds up to 50% of eligible projects, including any road and bridge asset physically connected to a housing development. In our Five-Year Capital Transportation Program, the City plans to spend \$4 million in 2025 and \$7.4 million in 2026 on extending Sackville Road. Therefore, the HECS will contribute \$2 million in 2025 and the remaining \$3.25 million in 2026, freeing up funds to reallocate to other initiatives.

Currently, the existing Sackville Road between Second Line and Mary Avenue is a Class B road that scores poorly in our Asset Management Plan. Resurfacing the existing Sackville Road is estimated to cost \$1.5-\$2 million. However, it requires a new storm sewer, sanitary sewer, and water main; therefore, it would be unwise to make such an investment without also constructing the underground portion of the road. A complete reconstruction and upgrade to Class A is estimated to cost \$8.6 million and would need to be phased over two construction seasons. Staff will be recommending adding this improvement to future years of the five-year plan. An update to the plan is expected in June of this year, and Sackville Road between Second Line and Mary Avenue may be included in 2028 and 2029. In the interim, Public Works staff will monitor the existing surface closely and perform added maintenance as required.

Also in our 2025 Capital Transportation Program is the reconstruction of East Street from Bay Street to Wellington Street. This project is an important north-south connection between the downtown and the waterfront and also requires new storm sewers, sanitary sewers, sidewalks, road, and streetscape features. As we are nearing completion of the detailed design and tender preparation, this project estimate is tracking above the budgeted amount of \$5.06 million. The \$2 million in savings from the HECS in 2025 should not be reallocated until final tenders from the 2025 program are submitted, and actual costs are known to ensure the entire program can be awarded within budget.

The updated Five-Year Capital Transportation Plan will include all additional savings remaining from the HECS and will recommend any new projects that can be funded as a result of these savings. Staff will also recommend the reconstruction of Sackville Road between Second Line and Mary Avenue be prioritized in the years 2028 and beyond to ensure the condition of the existing road is comparable with the new extension.

Financial Implications

There are no immediate financial impacts to this report, the update to the Five-Year Capital Transportation Program (2026-2030) will outline the estimated financial impacts to the years 2026 - 2030.

Existing Sackville Road Proposed Reconstruction

February 24, 2025

Page 3.

Strategic Plan / Policy Impact / Climate Impact

Improvements to capital infrastructure, including roads, storm and sanitary sewers, aqueducts, and bridges, are linked to the infrastructure component of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

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

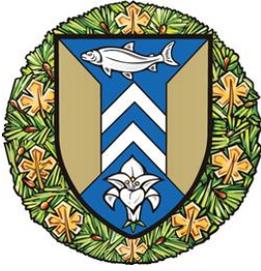
Respectfully submitted,

Carl Rumié, P. Eng.

Director of Engineering

705.759.5379

c.rumiel@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 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King
DEPARTMENT: Legal Department
RE: Delegated Authority for Director of Planning

Purpose

The purpose of this report is to seek Council approval to delegate authority by way of a by-law to the Director of Planning to allow them to sign agreements related to the City's Community Improvement Plan incentives for affordable housing.

Background

On August 12, 2024, City Council approved Report A-10-24-CIP Housing Community Improvement Plan, and adopted the *City of Sault Ste. Marie Housing Improvement Plan* (the "SSM CIP") pursuant to the community improvement provisions of the *Planning Act* (Ontario), as amended. As part of this approval process by-law 2024-133 appointed the Director of Planning as the Plan Administrator for SSM CIP.

Analysis

Since this appointing by-law, an agreement was created to ensure that the incentive recipient conforms to the conditions and terms of the fund eligibility. The agreement also creates a legal means for funds to be returned to the City should the recipient fail to adhere to the conditions, which includes adding any outstanding amounts returnable to the City to the tax roll. Section 28 of the *Planning Act* authorizes the municipality to use such an agreement where a CIP is in place and to register the agreement on title to notify future purchasers of the requirements. Standardized agreements for per-door grants tied to affordable rent and the Tax Increment Equivalent Grant TIEG have been prepared by Planning and vetted by Legal and Finance.

Delegating the responsibility to sign this agreement is consistent with other planning agreements, such as site plans, subdivision, or drainage agreements.

Provisos such as the agreement remaining in the standardized form, with only minor changes, and being reviewed by Legal and Finance before filing a fully signed copy with the City Clerk are included. Additionally, should the calculated incentive be greater than two million dollars (\$2,000,000) based on the size of the

Delegated Authority for Director of Planning

February 3, 2025

Page 2.

development and the time set for affordable rent, the Director will report to Council for approval to execute the agreement.

Financial Implications

There are no direct financial implications with this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-32 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

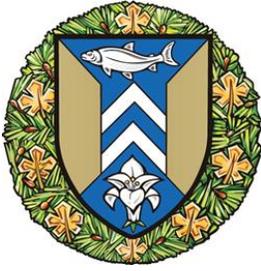
Respectfully submitted,

Jeffrey King

Solicitor

705.759.2662

j.king3@cityssm.on.ca



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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Gladwyn Road Assumption, Closure and Sale

Purpose

The purpose of this report is to seek Council's approval to assume, stop up, close and convey Gladwyn Road.

Attachment

Attached as Schedule "A" is a map of the subject property.

Background

The Legal Department has received various requests to acquire Gladwyn Road. The request was circulated to relevant City Departments and the Sault Ste. Marie Conservation Authority for comments.

The Public Works and Enterprise Services Department supports declaring Gladwyn Road as surplus. It is recommended the design and any alterations to the right of way be to the satisfaction of PWES to ensure that there are no maintenance and operational concerns created with the development of the new lots.

Engineering Services supports declaring Gladwyn Road as surplus. Engineering states that the easement requirements for PUC would present a challenge to build around; however, PUC has provided options to relocate the plant that would make the properties more suitable for the development of one or two lots. The relocation costs would be the responsibility of the owner/developer. Consideration must be provided to ensure access for the property located at 197 Grand Boulevard is maintained.

The Planning Department supports declaring Gladwyn Road as surplus and has provided possible configuration options for two lots, specifically being one lot with frontage on Grand Boulevard and a second lot with frontage on Wilson Street. Planning also notes that according to GIS there is a watermain traversing the property.

The Building Department has no objection but comments that building does have on file an agreement granting access off Gladwyn Road for the owner of 197 Grand Boulevard. Again, any development must ensure such access is maintained.

The Sault Ste. Marie Conservation Authority comments this is not located within an area under the jurisdiction of the Conservation Authority. SSMRCA has no objection to this request.

The Committee of Adjustment states depending on the plant relocation (PUC) there is a possibility of creating a large lot off Wilson Street and a large lot off Grand Boulevard.

Analysis

Not applicable.

Financial Implications

If Council approves the assume, stop up and close sale of Gladwyn Road, the property may be sold as surplus property. The current use of the property is exempt from property taxation. Upon sale of the property, it may be assessable depending on its ultimate use.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

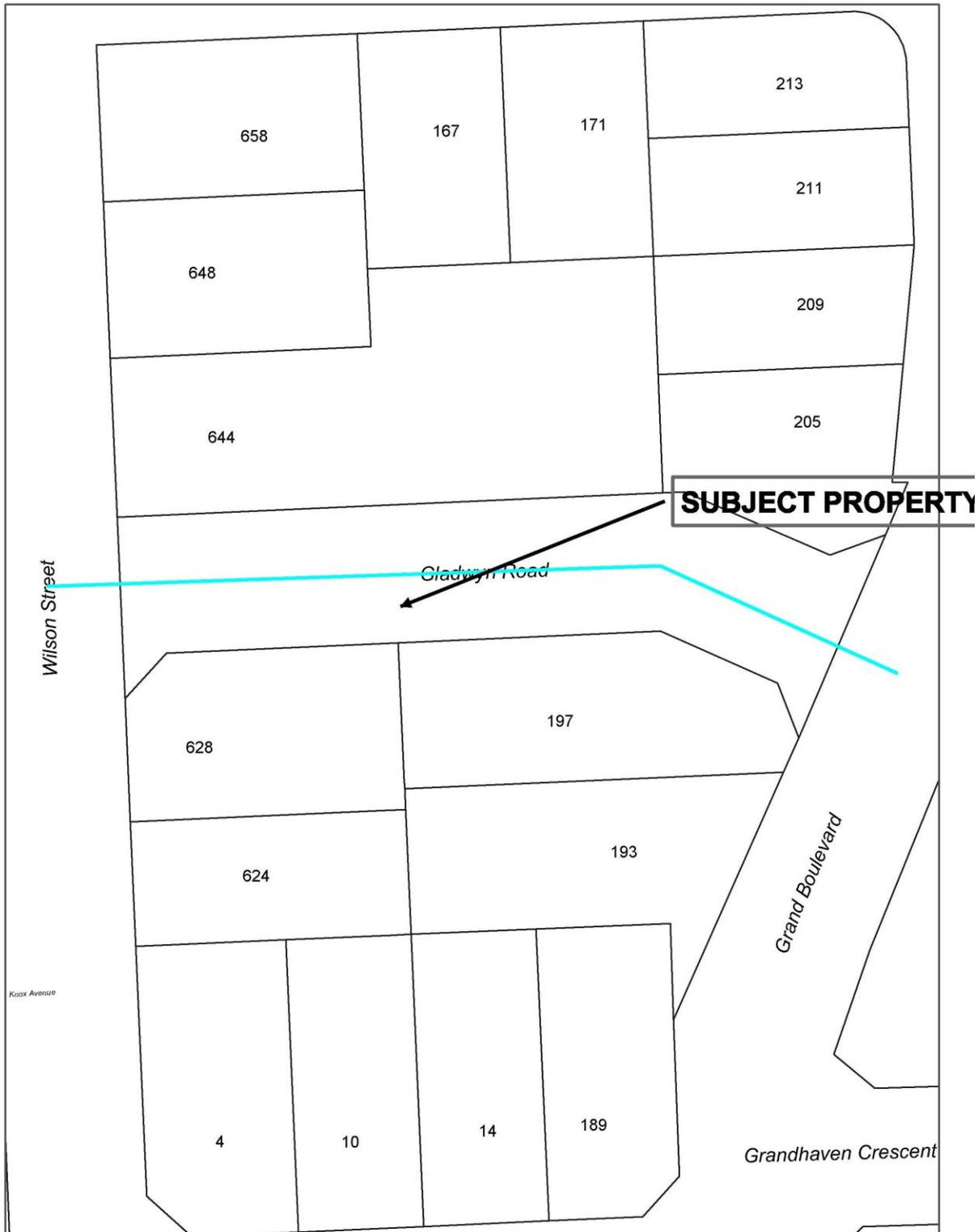
It is therefore recommended that Council take the following action:

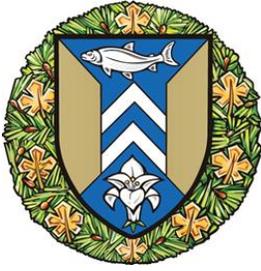
The relevant By-laws 2025-27 and 2025-28 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

Schedule "A"





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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Deeming By-Law – Sault Ste. Marie Park Subdivision Plan
7602, Brunswick Avenue and Sydenham Road (City-owned
properties)

Purpose

The purpose of this report is to request a Deeming By-law be passed as it relates to the property legally described as LT 703-705 PL 7602 KORAH; PT LT 706 PL 7602 KORAH AS IN T79140; SAULT STE. MARIE and LT 707-709 PL 7602 KORAH; PT LT 706 PL 7602 KORAH AS IN T144886; SAULT STE. MARIE (the “Subject Property”).

Attachment

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

Background

The City owns the Subject Property. Planning requested that a Deeming By-law be passed pursuant to Section 50(4) of the *Planning Act* for this property. The effect of the Deeming By-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

Analysis

Planning requested that a Deeming by-law be passed to consolidate the lots to assist with potential development in this area. A circulation was completed to Engineering, Secretary-Treasurer of the Committee of Adjustment and Building for information and given procedure for such requests. There are no objections to the request.

Financial Implications

Approval of this report will not impact municipal finances.

Strategic Plan / Policy Impact / Climate Impact

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

Deeming By-law – Sault Ste. Marie Park Subdivision Plan 7602, Brunswick Avenue and Sydenham Road (City-owned Properties)
February 24, 2025
Page 2.

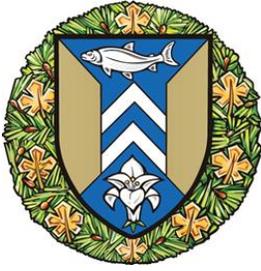
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-31 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: PUC Transmission - Licence to Occupy - Tree Clearing on
Yates Avenue

Purpose

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Agreement") between the City and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC. (the "Tenant") to permit the Tenant to conduct tree clearing on PIN 31609-0390 (LT) for the PUC Transmission Project (the "City Property").

Background

On April 8, 2024 an Easement Option Agreement was entered into by The Corporation of the City of Sault Ste. Marie and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC. (hereinafter the "PUC") to facilitate the PUC Transmission Project on the lands comprising the City Property and also PIN 31609-0392 (LT).

On January 23, 2025, the City was contacted by PUC to request permission to begin tree clearing on the City Property.

Analysis

The request was circulated to relevant departments for comment. No issues or concerns were raised.

The Agreement is necessary to provide PUC and its respective employees, agents, contractors, subcontractors, surveyors and workers (the "PUC Authorized Representatives") with permission to enter onto the City Property to commence tree clearing activities under the terms and conditions set out in the Agreement. The PUC and the PUC Authorized Representatives must all be compliant with and be an approved Contractor under the City's Contractor Prequalification Program. The Agreement sets out insurance requirements and ensures that PUC indemnifies and holds the City harmless from any matters that may arise directly or indirectly from the permission granted, the Agreement and the tree clearing activities.

Financial Implications

There is no financial impact to the City for the Agreement.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-33 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

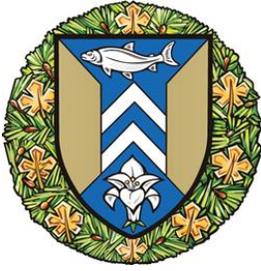
Respectfully submitted,

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel

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

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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: PUC (Transmission) LP – Amended Easement Option
Agreement (Yates Avenue)

Purpose

The purpose of this report is to seek Council approval of an Easement Option Agreement Amendment which seeks to amend the original Easement Option Agreement between the City and PUC (Transmission) LP by its General Partner (PUC Transmission) GP Inc. (hereinafter “PUC Transmission”) for an easement at 0 Yates Avenue.

Background

On April 8, 2024, Council passed By-Law 2024-41 which authorized the execution of an Easement Option Agreement between the City and PUC (Transmission) LP to facilitate the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) needed by Algoma Steel to operate its new electric arc furnaces.

Upon conducting field work, PUC Transmission notified the City that an Easement Option Agreement Amendment would be required as the map previously enclosed was no longer accurate. An Easement Option Agreement Amendment was drafted to replace the original map with new mapping to reflect the actual location of the easement. Specifically, Schedule A to the Easement Option Agreement Amendment depicts the actual easement location, which is denoted by cross hatch, proposed at 0 Yates Avenue.

Analysis

The Legal Department has reviewed the Easement Option Agreement Amendment. The terms and conditions are satisfactory.

The Legal Department circulated PUC’s request for the updated easement location to relevant City Departments and no objections were raised. Engineering advised that a Municipal Consent Permit would be required where any easements are

within the municipal road allowance and PUC Transmission has confirmed they understand the same.

Further, given the increase in the easement area required by PUC from the original 1.114 acres to 1.312 acres, PUC has increased the compensation payable on a prorata basis as per the following table:

	Total Area (m2)	Total Area (acres)	Appraised Value	Offer Value	Incentive Value (incl. Option Payment)	Total Purchase Offer
Original Proposal	4,508	1.114	\$16,710	\$16,700	\$12,525	\$29,225
Amended Proposal	5,308	1.312	\$19,680	\$19,700	\$14,800	\$34,500

The Easement Option Agreement Amendment provides for the increased “Purchase Price” as now being \$19,700 and the “Incentive Payment” as now being \$14,300 on closing. The option payment of \$500 was already received.

All other terms and conditions from the main Easement Option Agreement remain in effect.

Financial Implication / Policy Impact

There are no financial implications association with the Easement Option Agreement Amendment.

Recommendation

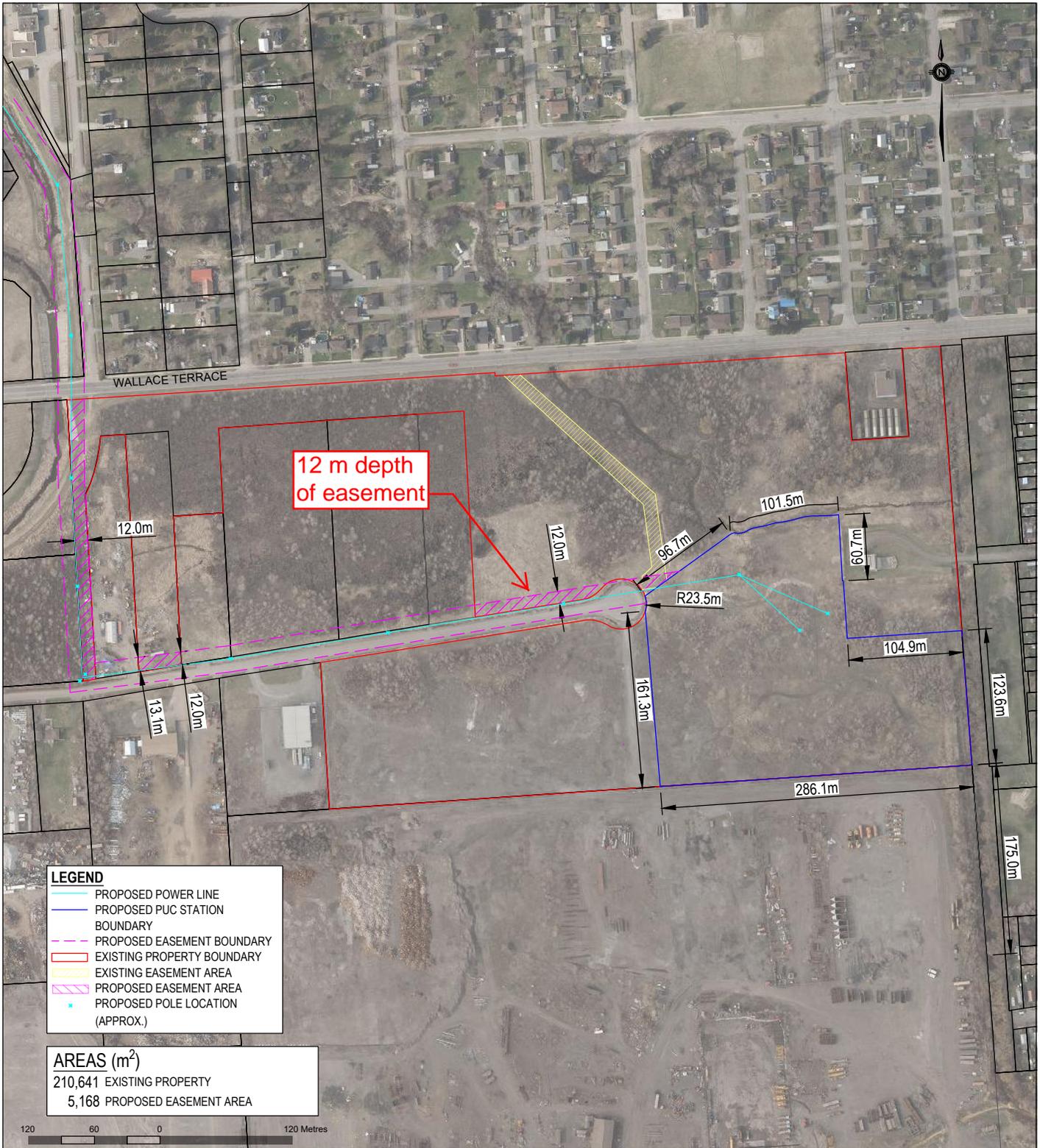
It is therefore recommended that Council take the following action:

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

Respectfully submitted,

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

Schedule "A"



LEGEND

- PROPOSED POWER LINE
- PROPOSED PUC STATION BOUNDARY
- - - PROPOSED EASEMENT BOUNDARY
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT AREA
- ▨ PROPOSED EASEMENT AREA
- * PROPOSED POLE LOCATION (APPROX.)

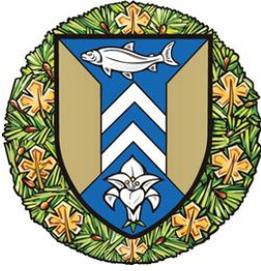
AREAS (m²)

210,641 EXISTING PROPERTY

5,168 PROPOSED EASEMENT AREA



	PROJECT: SAULT STE. MARIE 230 KV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:5,000
	TITLE: 060001003000000 0 YATES AVE	DRAWN BY: JB CHECKED BY: DS
	CLIENT: PUC TRANSMISSION LP	PROJECT NO: 221-01502-00 DATE: DECEMBER 2024 FIGURE NO: 4



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

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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-1-25-Z 22 MacDonald Avenue

PURPOSE

The applicant, Joe Ruscio, has submitted an application to rezone the subject property to permit the development of two, 9-storey residential buildings consisting of 230 units.

PROPOSED CHANGE

Rezone the subject property from 'High Density Residential Zone with Special Exception 391' (R5.S391) to 'High Density Residential Zone with amended Special Exception 391' (R5.S391 Amended), repealing Special Exception 391 in its entirety and replacing it with the following special exceptions:

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

Subject Property:

- Location: Located on the northwest corner of MacDonald and Gladstone avenues.
- Approximate Size: Irregular shaped lot, approximately 154m (505') of frontage along Gladstone Avenue, and 236m (774') of frontage along MacDonald Avenue, for an area total of 1.8 ha (4.5 acres).
- Present Use: Vacant.
- Owner: Bellex Corporation (c/o Joe Ruscio).

BACKGROUND

The subject property was formerly occupied by playing fields associated with the former Collegiate Heights High School. In 2000, the City acquired the property from the Algoma District School Board (ADSB) for use as a snow dump site. In 2013, Council declared the property surplus.

In 2014, the City put the property up for sale, and though a bid was accepted, the prospective buyer failed to meet the required conditions, so it remained under City ownership. Subsequently, the property was re-listed for sale in 2015, and again in 2017 due to a lack of bids, at which time a sole offer from the applicant was received.

In 2018, Council authorized the sale and the property was transferred to Bellex Corporation later that year. At that time, the City retained a drainage easement along the north and west portions of the property.

Application A-8-19-Z (February 2019)

The applicants filed a rezoning application to permit a 12-storey, 90-unit apartment building on the site, inclusive of a site-specific Official Plan amendment to waive the requirement that at least 30% of the dwelling units be affordable (Policy HO.6). Council approved the application.

Council's decision was appealed to the then Local Planning Appeal Tribunal (LPAT), later renamed the Ontario Land Tribunal (OLT). However, in August of 2019, the developers abandoned their development application and consequently, Council repealed the approval by-laws and the appeal case was closed before any LPAT hearing.

Application A-19-Z.OP (January 2020)

The applicants again filed a rezoning and Official Plan amendment application, however, this time, the development plan was replaced with an 8-storey, 65-unit apartment building. The OPA again sought to waive Policy HO.6 to eliminate the requirement that at least 30% of the dwelling units be affordable. Council's decision to approve this proposal was appealed to LPAT. The appeal was dismissed in favor of the applicants. Despite this approval, however, development never proceeded.

ANALYSIS

Conformity with Official Plan, 1996 (OP)

The Official Plan seeks to foster sustainable and inclusive neighborhoods by encouraging diverse housing options and promoting strategic intensification. It aims to balance growth and change with preserving residential amenities, ensuring that all developments enhance the overall character and functionality of the city's residential areas.

The OP designates the site as Residential. The following policies support this proposal:

Housing Policy

As per the recommendation of Planning staff, former policy HO.6, which required that at least 30% of residential units be affordable, was entirely repealed by City Council at its meeting on August 8, 2022. Policy HO.6 was the result of the early 1990's Provincial government's *Comprehensive Set of Policy Statements*. The specific 30% requirement was repealed by the subsequent Provincial government.

To address housing affordability issues in the absence of HO.6, Planning staff established a number of initiatives as outlined in the City's Housing Action Plan, 2023-2028. These include revising its regulatory framework to permit more types of dwelling units as-of-right without needing rezoning approvals and providing financial incentives to residential developments meeting certain performance standards, such as the provision of affordable units.

Section 2.5, Housing, of the Official Plan notes the vital role that affordable housing plays in the City's housing supply. The OP's 'market based approach' defines affordable rent as at or below the average market rent in the regional area. The average market rent is based on the Provincial 'Affordable Residential Units' bulletin, and is outlined in the table below. Note that these figures are based on averaging all market rents, including current rates and existing rates that have remained unchanged for a period of time due to a lack of tenant turnover. Therefore, these averaged rates are lower than current market rates. Further, these rates are adjusted at regular intervals to reflect the market.

Further, the OP establishes a long-term goal of securing 30% of all dwelling units as being affordable in the community.

Average Market Rents per Provincial Bulletin Date range: June 1, 2024 - May 31, 2025	
Bachelor	\$695
1 Bedroom	\$959
2 Bedrooms	\$1,149
3 Bedrooms	\$1,037

The applicant has indicated that 30% of all rental units will be rented at or below \$900, which is below the average market rents for one to three-bedroom units. No bachelor units are being proposed for this development. This equates to 70 out of the 230 dwelling units being affordable. Further, these units will need to comply with affordability requirements for a 20-year period. Therefore, this proposal is supported by the OP's Housing policies.

The provision of affordable units will be secured through Canada Mortgage and Housing Corporation. As a condition of this project having successfully received federal financial incentives, the developer is required to fulfill federal affordable housing requirements.

Residential Land Use

R.1: A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new developments.

Strategic Development Areas (SDA)

At its May 13, 2024 meeting, Council approved Official Plan Amendment #252 to introduce a new approach to city building and development referred to as Strategic Development Areas (SDA).

SDAs are designated areas within the built up, urban part of the city that are planned to accommodate a significant portion of the city's growth through intensification (e.g. increasing the density of development on vacant or underutilized lots), redeveloping sites, or expanding existing buildings to accommodate additional dwelling units on the same lot.

SDAs are strategically located, often around arterial roads or large-scale activity hubs, to promote mixed-use, pedestrian-friendly neighborhoods with access to services, amenities, and housing within walkable distances. These areas aim to optimize land use and support public transit and active transportation.

The subject property is located within the boundaries of the Great Northern Road 'Strategic Development Area' (SDA). Therefore, Official Plan policies support greater residential density due to the site's planned role in accommodating a significant portion of the city's growth through intensification. The property benefits from access to a well-connected street network, proximity to arterial roads, and a 6-minute walk to the Great Northern Road transit route bus stop, all of which are key to supporting higher density.

At present, no transit route extends to the subject property as neither Gladstone nor MacDonald are serviced, however, transit staff have been involved in the development of this proposal and will consider extending a transit route to better service this area. This will be further reviewed through the City's transit optimization study currently taking place.

Energy

E.2: Infill development to maximize the use of existing services shall be encouraged in all new development.

This application is an example of infill development.

The application is therefore consistent with the Official Plan.

Conformity with Provincial Planning Statement 2024 (PPS)

On August 20, 2024, the Province released the new Provincial Planning Statement, 2024, formerly known as the Provincial Policy Statement, to take effect on October 20, 2024. The PPS, 2024 has carried over existing policies and has introduced entirely new policies and definitions. The PPS, 2024 has a refreshed focus on intensification to implement its updated vision of ‘building more homes for all Ontarians’ to achieve its goal of getting at least 1.5 million homes built by 2031.

Its Housing policies (Section 2.2) provides direction to planning authorities to ensure an adequate and diverse range of housing options and densities to meet the needs of current and future residents. Its primary intent is to address housing affordability and inclusion by accommodating a broader spectrum of housing throughout the community. It emphasizes facilitating residential intensification, including repurposing underutilized commercial and institutional sites for housing, and promoting sustainable development that maximizes land and resource efficiency.

This proposal seeks to develop a strategically located vacant parcel of urban land into high-density development, where 30% of all units will be affordable as per CMHC’s definition. Population forecasting conducted by Dillon consulting in 2019, and internally updated by City staff in 2024 suggest a population increase and a need to boost housing supply to accommodate such growth.

Therefore, this proposal is consistent with the PPS.

Conformity with Growth Plan for Northern Ontario 2011 (GPNO)

The Growth Plan for Northern Ontario envisions residential development that supports the creation of strong, vibrant, and sustainable communities while addressing the unique characteristics and challenges of the region. Its vision for residential development aligns with broader goals of economic growth, environmental stewardship, and quality of life.

The plan encourages compact residential growth to make efficient use of land, infrastructure, and resources in an effort to minimize sprawl and to support cost-effective service delivery. The Plan also encourages the provision of a range of housing types and affordability levels to meet the needs of existing and future populations. The redevelopment and intensification of underutilized lands to support population growth and economic activity is also envisioned.

This application is consistent with the GPNO, 2011.

COMMENTS

Project description

Two, T-shaped residential rental buildings are being proposed on the corner lot located at Gladstone and MacDonald avenues. The overall development has been advertised as a 'comfortable age-at-home community', which refers to residential developments that are designed to support aging in place, allowing older adults to live independently and comfortably for as long as possible. Social infrastructure in the form of amenity space and accessibility design features form part of the proposal.

Each residential building is 9 storeys in height (27 metres/89 feet) and contains a combined unit count of 230 dwelling units. A 4-storey amenity building for residents will connect the two buildings.

The anticipated total breakdown of bedroom types is outlined in table below:

Bedroom Type	Approximate Number of Units
1-bedroom	74 (inclusive of 16 barrier-free)
2-bedrooms	148 (inclusive of 30 barrier-free)
3-bedrooms	2 (all barrier-free)

The site will include 288 parking spaces, of which 18 will be barrier-free. 192 spaces will be located within the two underground parking levels, and the remaining 92 spaces will be located outside. This satisfies the zoning by-law's parking provisions. Bicycle parking will also be provided.

In addition to every dwelling unit having its own balcony, communal outdoor amenity spaces, including a picnic and playground area, basketball court, and other recreational areas, will be located towards the west of the property. Landscaping features, such as trees will be incorporated throughout the site. There will also be rooftop amenity spaces.

Driveways and pedestrian pathways will be located on both Gladstone and MacDonald avenues. Main entrances into the buildings will be located on the south side of the buildings facing MacDonald. Parabus services, parcel deliveries, passenger pick-ups and drop-offs, and visitors would use the main entrances. A vehicle roundabout towards the west of the parking area will enable larger vehicles, including a parabus to easily maneuver out of the parking area.

Much of the property, particularly to its north and west, is undevelopable due to steep slopes and the ravine. These areas will be left in their natural state to the greatest degree possible.

Technical Studies

A number of technical studies and supporting documents were required to be submitted alongside the rezoning application. These documents, which are discussed below, are also attached to the report package.

Shadow Studies

The purpose of shadow studies is to assess the potential impact of new developments on the amount of sunlight or shadow that is casted on surrounding areas. A priority is to preserve sunlight as much as possible for public parks and outdoor amenity areas such as backyards and interior spaces of homes.

The shadow study was based on established standards for local seasonal variations in sun exposure. Tests were conducted for March 21, June 21, September 21 and December 21 at the recommended 1-hour intervals between 9:18am and 6:18pm.

Shadows are largely contained within the subject property or extend to the parking lot across Gladstone Avenue. Shadows are cast longest in the winter season, however, based on the visual models, this only exists for a minimal duration of the day. There are no significant shadow impacts on the public realm or on sensitive uses such as homes or backyards. A visual model of these findings is included in the attached report.

Sanitary Sewer Capacity (Tulloch Engineering)

The sanitary sewer memo evaluated the existing sanitary sewer system to determine if it could accommodate the increased demand from the new development. It concluded that the sewer system has sufficient capacity to accommodate the development and that no impacts are anticipated from the development of this proposal.

Preliminary Stormwater Management Report (Tulloch Engineering)

Stormwater management policies require that peak flow from the property does not increase as a result of development.

A significant portion of the site will remain in its natural, vegetated state. Runoff from these areas will naturally infiltrate into the ground or flow into the ravine system along the north side of the property.

The developed portion of the site will include storm sewer pipes, catch basins, oil-and-grit separators (OGS), and underground stormwater chambers to collect runoff. This runoff will then be discharged to designated locations such as the

ravine system on the north side of the property, and a city-owned and maintained stormwater detention and retention pond located east of Gladstone Avenue. The developer will construct a storm sewer pipe connecting the property to the stormwater management pond. Staff have no concerns with connecting to the municipal stormwater pond, but will further discuss maintenance and construction requirements during the site plan approval process.

Therefore, no stormwater run-off or management impacts are anticipated with the approval of this proposal.

Traffic Impact Statement

CIMA+ conducted a traffic impact statement in support of this application.

The study estimates that this project will result in approximately 1,204 additional vehicular trips per weekday based on return trips, where 50% of traffic will be west on MacDonald Avenue, 30% east on Macdonald Avenue, and 20% north on Gladstone Avenue. Morning and afternoon peak hour trips would be 71 and 83, respectively.

Overall, total traffic volumes on MacDonald Avenue (existing plus post-development) are estimated to be 307 vehicles per peak PM hours with daily volumes of 3,682 vehicles. The equivalent numbers for Gladstone Avenue would be 103 and 1,205 vehicles. These estimates are well within the capacity of both Gladstone and Macdonald avenues. Two-lane roads can accommodate peak-hour traffic volumes of up to 800 vehicles per hour and daily traffic volumes of up to 8,000 vehicles a day.

The study notes that these traffic figures are much lower than when Collegiate Heights (closed in 1995) and King George V Public School (closed in 1992) were open, where traffic volumes were 5,228 and 1,086 vehicles per day on MacDonald and Gladstone avenues, respectively.

	Existing Traffic (veh/day)	Post-Development Total Traffic (veh/day)	Road Capacity (veh/day)
MacDonald Avenue	3,000	3,600	8,000
Gladstone Avenue	1,000	1,205	8,000

Integration with Surrounding Area

The proposal represents a significantly sized development that is comparable to some of the city's largest apartment complexes. Typically, planning staff directs such proposals to locate outside of single-detached residential neighbourhoods for neighbourhood compatibility reasons. However, there are a number of site

specific circumstances that minimize neighbourhood impact, and therefore justify consideration of this proposal.

The subject property is visually, physically, and functionally buffered from the surrounding area, therefore neighbourhood impacts that are typically associated with large scale developments, such as shadow impacts, privacy overlook, and visually overwhelmed public realms and surrounding properties are minimized. As a result, despite the project's size, it does not significantly compromise the overall character of the neighbourhood.

The property can be described as being located beyond the edge of the surrounding neighbourhoods due to the street network, surrounding land uses and natural features. These features are discussed below in more detail:

Street Network and Pattern

MacDonald Avenue is designated and functions as a collector road, which collects local traffic from smaller neighbourhood roads and funnels it onto arterial roads. Because of the role in connecting internal neighbourhood streets to larger, more connected roads and the broader area, collector roads often serve as neighbourhood boundaries. This 'break' in neighbourhood continuity, particularly from the south, is especially more pronounced given the minimal number of homes that abut MacDonald Avenue, and that most of them do not have their formal entrance off this street, as they are more oriented towards their interior local roads such as Fauquier, Ferris and South Gladstone avenues.

In addition, several neighbourhood streets in the area, such as Salisbury, Lansdowne, Ferris, Borrón and South Gladstone avenues, form a tight-knit network within the neighbourhood. These streets terminate near the subject property, further emphasizing the subject property's position outside of any established neighbourhood.

Land Use

To the property's immediate east and south-west are institutional uses occupied by the school board (1 Blake Avenue), a place of worship (106 MacDonald Avenue), and a senior's centre (95 Fauquier Avenue). Like many other types of institutional uses, the ones that are adjacent to the subject property establish a visual and functional transition, if not a buffer, from the surrounding tightly knit residential lots.

These large institutional lots create a transition because they provide a 'break' in character from the more connected street network layout of the surrounding residential areas. Their uses are also distinct from the surrounding residential uses of the area, which further emphasizes their separation from the residential neighborhood. Further, these lots feature expansive landscaping and large

surface parking areas that visually reinforce a dividing line from the smaller-scale, tightly knit character of the surrounding residential fabric.

Tree Cover

A significant tree cover exists on the northern 22 meters (72') and western 65 meters (213') of the subject property, and further extends onto the abutting properties to the north and west sides. This dense tree cover acts as a natural barrier separating the subject property from the surrounding area, in both visual and physical methods.

With trees averaging 15 meters in height (50 feet), the tree line creates a distinct visual feature that also visually obscures the proposed buildings. The lack of physical connections, e.g., roads and paths, and visibility through the tree cover, results in a physical barrier that further supports the concept of the subject property being positioned outside of any neighbourhood. This tree cover will be maintained to the greatest extent possible, however, it is expected that some removal will be required to accommodate development. The site plan identifies the location where this is to occur.

On-site Landscaping

A landscaping strip consisting of trees and shrubbery will extend along the MacDonald and Gladstone avenues frontages. During the Site Plan Control stage, staff will secure high quality landscaping to visually soften the presence of the parking lot, and to add visual interest to the streetscape.

Other forms of landscaping will also be located throughout the interior of the lot.

Community Benefits

Housing, and specifically housing affordability, have emerged as key issues at the national and provincial levels. Both the province and federal government have set goals of building a significant number of homes by 2031. Locally, the city has established a Housing Action Plan 2023-2028, where 3,115 new housing units were identified as necessary in order for the community to meet its projected housing demand, as well as accommodate future population growth.

With rising home construction costs, resale prices, and rental rates, maintaining a healthy supply of affordable housing has become a priority at all levels of government. This development contributes to that goal by introducing additional rental units, with 30% of such allocated to fulfill affordable housing requirements.

Required Amendments

As part of the previous application, the subject property was rezoned from Parks and Recreational Zone (PR) to High Density Residential Zone (R5) with Special Exception 391. The R5 base zone itself allows for the most intense residential developments and no height limitations. However, the previous zoning was

coupled with Special Exception 391 to limit the number of buildings to one and its height to no more than 8 stories, as well as to limit the number of dwelling units on the site to no more than 65.

Site specific amendments to the zoning by-law are required in order to facilitate this development. This application proposes an entirely new development plan, and therefore, this Special Exception 391 needs to be entirely repealed and replaced with the following:

Limiting building height and number of dwellings

As per the developer's proposal, the number of dwelling units will be capped at 230, and limit building height to 9 storeys. This is to provide predictability for neighbours and the technical reports submitted in support of the application are based on these dwelling unit figures.

Vehicular parking and landscaping within a required front and exterior side yard

The required front and exterior side yard setback is 13.25 metres (43 feet), equivalent to half of the building height. For safety and aesthetic considerations, the zoning by-law limits the proportion of these yards that can be used for vehicular parking. It is noted that typically 7.5 metres is required, but due to the building's height, a different measure is implemented by default, which in this instance is excessive as it does not provide additional enhancement to the site. For similar reasons, planning staff are also supportive of the accessory building being located within 8 metres, as opposed to at least 13.25 metres.

This proposal seeks to amend this zoning provision to allow for the conversion of a significant portion of the front and exterior side yards into parking spaces. A continuous landscaped buffer along both frontages, approximately 8 metres wide along Gladstone Avenue and 2.5 metres along MacDonald Avenue, will still be retained and complemented by the municipal boulevard along MacDonald Avenue.

High-quality landscaping, including trees, shrubs, and ornamental features, will be secured through the site plan control process to soften the visual impact of parking and buildings. Given these design considerations, planning staff do not object to allowing parking spaces within the required front and exterior side yards.

Driveways will be limited to just one along MacDonald Avenue, and two along Gladstone Avenue.

Permit a 60 square metre accessory building to be located within 5 metres from the front lot line.

CONSULTATION

Public Notice of Council Meeting

Public notices were mailed to all property owners within the area bounded by Borron Avenue and Bruce and Pim Streets, greatly exceeding the legislated requirement of 120 metres from the edge of the subject property. This expanded notification area was followed in response to feedback received in earlier public notice efforts for this site. Residents living beyond the standard 120-metre radius expressed a strong desire to be included in any Planning Act application affecting the broader area. For the same reason, the applicant was required to follow this procedure for their own public information session.

To comply with the legislated Planning Act requirements, the newspaper notice was originally required by February 5 but was delayed to February 6. To ensure compliance with public notice requirements, physical signs were posted on February 5, in addition to the delayed newspaper notice.

Public notice procedures:

- Notice delivered to property owners in the enlarged area: January 31.
- Notice posted on City website: February 3.
- Notice posted on site as a sign: February 5.
- Notice posted in newspaper: February 6.

At the time of writing this report, no community members reached out to Planning staff.

Applicant-Hosted Neighbourhood Meeting

The applicant hosted a neighbourhood information session on Thursday, January 16th, 2025, across from the subject property at Our Lady of Good Counsel Church (114 MacDonald Avenue). Invitation letters were mailed to all property owners within the enlarged notification area, as discussed above. Approximately 30 individuals attended, in addition to a ward councillor and planning staff.

Visuals of the proposed development were available for public viewing. The applicant also conducted a presentation followed by a question and answer period.

There was a mix of support and concern for this project. Many attendees were excited to see new amenity-rich housing opportunities. Concerns that were raised are summarized below:

- Vibration nuisance and property damage as a result of piling:
The bedrock that needs to be drilled into for the structural support of the building is located relatively deep, and therefore, columns, or 'piles' are needed to be driven further down to make contact with the bedrock. This

practice of drilling is associated with vibration of the surrounding area and potential property damage.

The applicant noted that he does not anticipate a significant degree of vibration nuisance or property damage, but as a precaution, a qualified assessor will conduct a pre-construction survey to address any damage claims. The applicant further noted that vibration inducing activities will be limited in duration to minimize nuisance issues for the area.

- Traffic and congestion:
As mentioned earlier in this report, a qualified traffic engineering consultant was retained by the applicant to evaluate potential traffic impacts and mitigating measures. No significant impacts are anticipated from the approval of this project.

One individual noted that the change in grade just east of the intersection of MacDonald Avenue and Trelawne Avenue creates a blind spot for motorists, which poses safety concerns for pedestrians. This concern is unrelated to the proposal, however, it was forwarded to the City's engineering and traffic services for review. Many attendees expressed discontent that the automated speed camera initiative was cancelled as they believe that excessive vehicular speeds contribute to safety concerns in the area.

- Property values will be negatively impacted:
As per Provincial legislation and professional practice, City planning's primary focus is on land use, infrastructure, and community needs for the long-term benefit of the community. Property values are outside the scope of these considerations and therefore, Planning staff must remain neutral to these concerns. Further, it cannot be confirmed whether property values would be impacted as these are influenced by a variety of factors.
- Inappropriate location for a dense development:
A number of individuals raised concerns that the proposal is too dense for this location. While density itself is not inherently problematic, the impacts associated with it, such as increased traffic, shadowing, privacy concerns, servicing, and building scale, are associated impacts that need to be assessed.

While these issues have been discussed elsewhere in this report, in summary, when considering the Strategic Development Area land use policy, the site-specific features that partially isolate the subject property from its surroundings, and the technical reports addressing traffic, servicing, and shadowing impacts, this proposal does not present significant concerns.

It is important to note that the scale of the proposal differs from that of the surrounding community, but site-specific circumstances help to reduce its visual impact. Additionally, the resulting community benefits from this development, such as housing and affordable housing, must be weighed against the localized concerns it may generate.

Privacy impact refers to the unobstructed view that residents of the proposed new building will have into private areas of surrounding homes. As already discussed, the significant tree buffer visually obscures much of the surrounding homes, particularly those to the north. Significantly sized trees also exist just south of MacDonald Avenue that serves to obscure overlook onto the homes to the south, minimizing privacy impacts towards the south of the proposed buildings as well.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment.

The Sault Ste. Marie Conservation Authority (CA) noted that the subject property is located within an area under their jurisdiction and therefore, further site plan review and permits will be required before the issuance of a building permit. As part of the permitting process, the CA will require updated drawings and engineering studies, including a geotechnical report and stormwater management study to be submitted. The applicant is aware of this requirement and will address it during the site plan control stage.

The Accessibility Advisory Committee (AAC) provided several recommendations regarding site design, maintenance, and interior design to enhance accessibility, safety, and comfort for individuals with mobility challenges. Many of these recommendations can be incorporated during the site plan control stage; however, those related to interior design fall outside the scope of municipal planning approvals. To address this, the AAC and Planning staff will reach out to the applicant for an informal discussion to share best practices for accessible interior design.

The Engineering Department provided the following comments:

- It is our understanding that this project will be developed under site plan control. Any servicing or grading issues will be addressed through the Site Plan Agreement process.
- The property is subject to a municipal easement related to stormwater drainage. The proposed development appears to encroach on this easement. Development within this easement can be further discussed during the site plan approval process.

- There is no objection to the use of a municipal stormwater detention facility located northeast of the development. Further maintenance and construction requirements will be discussed during the site plan approval process.
- Installation of stormwater infrastructure within the municipal right of way may require a development agreement.
- The Traffic Impact Statement was noted to have an error within the introduction of the proposed development. CIMA references the construction of one 8 storey, 230 unit apartment building while the proposed application proposes two 9 storey buildings, with 230 units total. In terms of the traffic analysis and results, the information is deemed to be satisfactory.

No concerns were reported from the Building Division.

FINANCIAL IMPLICATIONS

Approval of this application will not result in any incremental changes to municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Key objectives of the Strategic Plan's Community Development, and Quality of Life focus areas is to deliver affordable housing while ensuring the community remains affordable and accessible for residents.

Infill development and intensification is associated with reduced greenhouse gas emissions as it enables people to live closer to various amenities as well as supports alternative modes of transportation such as walking, cycling and taking public transit.

SUMMARY

Two T-shaped residential rental buildings are being proposed on the corner lot located at Gladstone and MacDonald avenues. Each building is 9 storeys in height (27 meters/89 feet) and contains a combined total of 230 dwelling units.

This is a large-scale development situated in a single-detached residential neighbourhood. Site-specific factors such as the street network, surrounding land uses, tree cover, and on-site landscaping minimize neighbourhood compatibility concerns. Additionally, the site is within a Strategic Development Area, designated to capture a significant portion of the city's growth due to its proximity to mixed uses and major transportation infrastructure. Community benefits, including housing and affordable housing, will also be secured as part of this proposal.

For the purposes of the applicant-hosted neighbourhood information session and city public notice, the notice area was significantly enlarged well beyond the legislated 120-metre radius to specifically address concerns that were raised in the previous rezoning application back in 2018. A mix of positive comments and

concerns were raised during the applicant-hosted neighbourhood information session.

The implementing by-law was prepared concurrently with the planning report to ensure that the legislated appeal period begins at the February 24, 2025, Council meeting, rather than at the following meeting in March when the by-law would typically be prepared. This approach shortens the approval process by one month.

Given that this project relies on federal funding and considering the current uncertainties at the federal level, the applicant has requested that the implementing by-laws be available should council wish to approve this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Rezone the subject property from 'High Density Residential Zone with Special Exception 391' (R5.S391) to 'High Density Residential Zone with amended Special Exception 391' (R5.S391 Amended), repealing Special Exception 391 in its entirety and replacing it with the following special exceptions:

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

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

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

Respectfully submitted,

Jonathan Kircal
Intermediate Planner
705.759.6227
j.kircal@cityssm.on.ca

Tenant and Parking Spaces = 288
BF Parking Spaces = 18
Total Above Ground Parking Provided = 96
Total Under Ground Parking Provided = 192
Total Parking Provided = 288



 DENOTES REQUIRED DRAINAGE EASEMENTS OVER CITY PROPERTY FOR STORM SEWER TO OUTFALL AT EXISTING CITY CONTROL STRUCTURE
 DENOTES REQUIRED EASEMENTS (OR AMENDMENT TO EXISTING EASEMENTS) OVER PART 1, PLAN 1R-13427
 REFERENCE PLAN TO EXCAVATE & FILL, REMOVE TREES AND CONSTRUCT PARKING RAMP STRUCTURE AND ACCESS ROADS WITHIN EXISTING DRAINAGE AND UTILITY EASEMENT (PART 1, PLAN 1R-13427)

 SOD
 All sod to be laid upon 100mm of topsoil as per specifications - ensure positive drainage.
 NEW CONCRETE SIDEWALK
 Refer to Civil drawings for detailing and specifications.

 **Proposed Site Plan**
 Project North Scale 1:400

not to be used for construction unless sealed and signed by the architect
 Seal

Project
Proposed Apartment Complex
 22 McDonald Avenue
 Sault Ste. Marie, ON
david ELLIS architect inc.
 267 cathcart street sault ste. marie p6a 1e5 ph.705 253 4333 e.r.david.ellis@ellisdesign.ca

Revisions
 1. 10/10/24
 2. 10/10/24
 3. 10/10/24
 4. 10/10/24
 5. 10/10/24
 6. 10/10/24
 7. 10/10/24
 8. 10/10/24
 9. 10/10/24
 10. 10/10/24

scale 1:200
 date October 10, 2024
 checked by d.ellis
 drawn by smackey

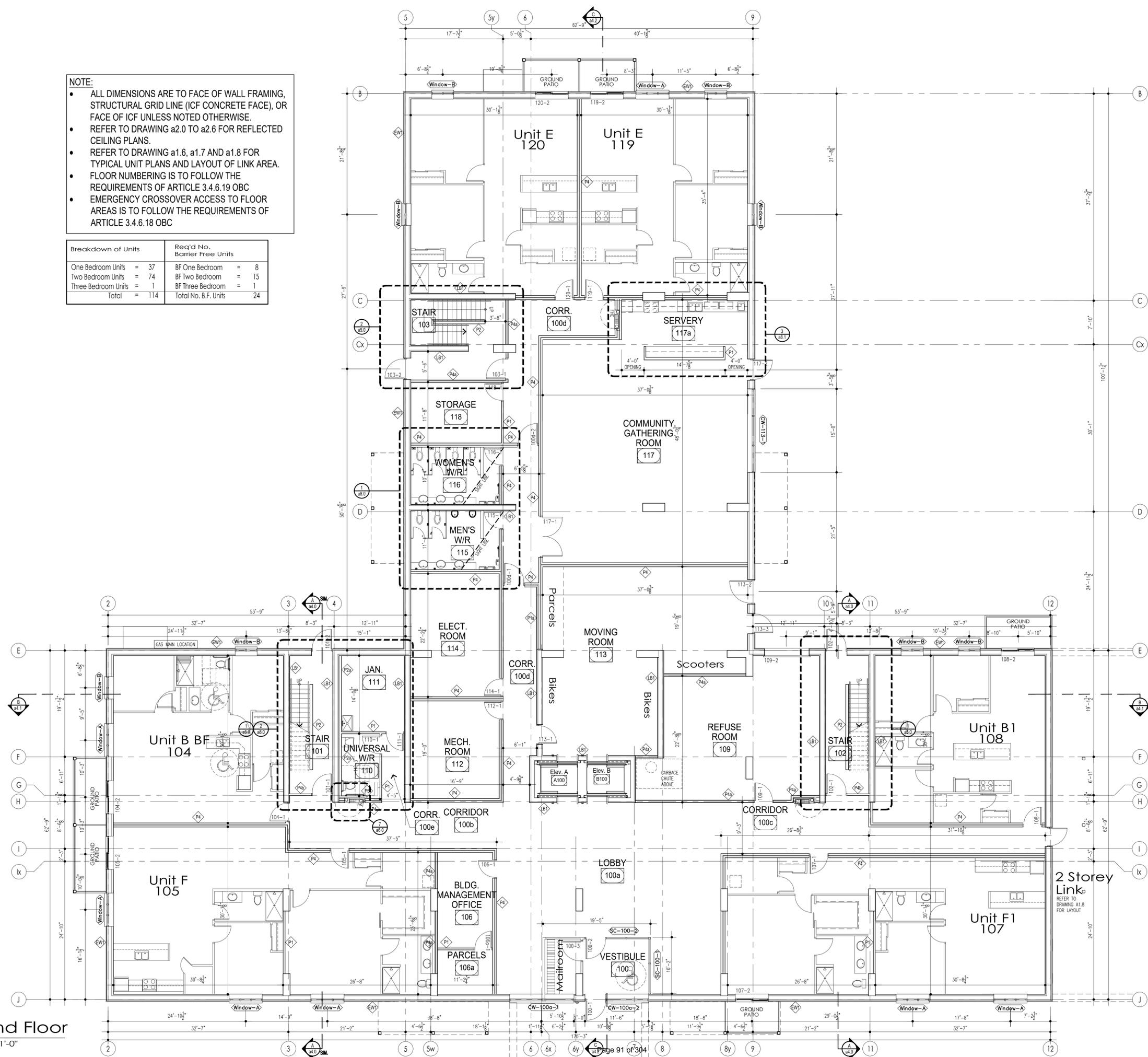
drawing
Proposed Site Plan
 project number
24-31



NOTE:

- ALL DIMENSIONS ARE TO FACE OF WALL FRAMING, STRUCTURAL GRID LINE (ICF CONCRETE FACE), OR FACE OF ICF UNLESS NOTED OTHERWISE.
- REFER TO DRAWING a2.0 TO a2.6 FOR REFLECTED CEILING PLANS.
- REFER TO DRAWING a1.6, a1.7 AND a1.8 FOR TYPICAL UNIT PLANS AND LAYOUT OF LINK AREA.
- FLOOR NUMBERING IS TO FOLLOW THE REQUIREMENTS OF ARTICLE 3.4.6.19 OBC
- EMERGENCY CROSSOVER ACCESS TO FLOOR AREAS IS TO FOLLOW THE REQUIREMENTS OF ARTICLE 3.4.6.18 OBC

Breakdown of Units		Req'd No. Barrier Free Units	
One Bedroom Units	= 37	BF One Bedroom	= 8
Two Bedroom Units	= 74	BF Two Bedroom	= 15
Three Bedroom Units	= 1	BF Three Bedroom	= 1
Total	= 114	Total No. B.F. Units	= 24



not to be used for construction unless sealed and signed by the architect

seal

project

Proposed Apartment Complex
22 McDonald Avenue
Sault Ste. Marie, ON

revisions

scale	1/8"=1'-0"
date	October 25, 2024
checked by	d ellis
drawn by	smackey

drawing

Ground Floor Plan

project number

24-31

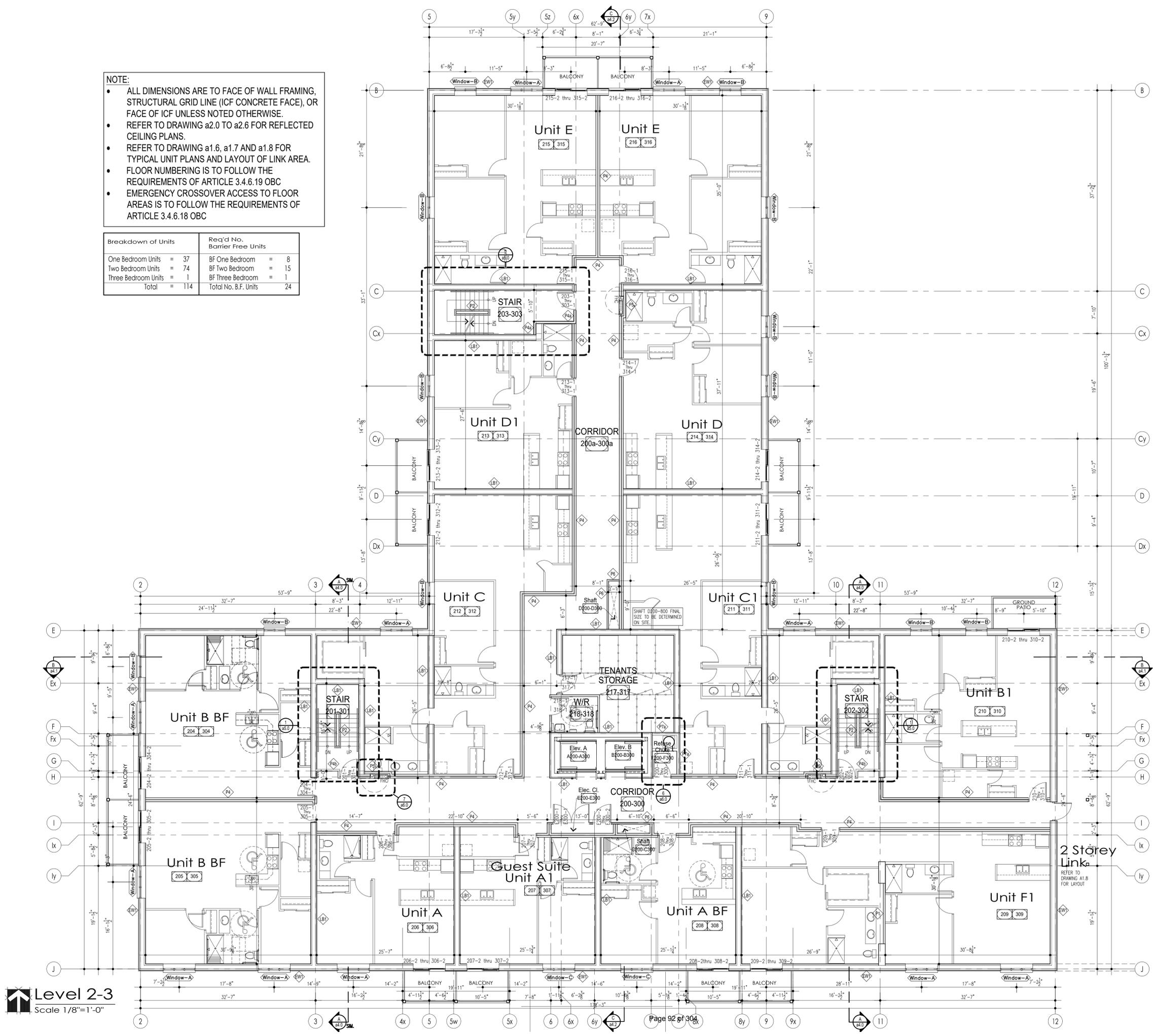
project

david ELLIS architect inc.
267 cathcart street sault ste. marie p6a 1e5 ph: 705 253 4333 e: david.ellis@ellisdesign.ca

NOTE:

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Breakdown of Units	Req'd No. Barrier Free Units
One Bedroom Units = 37	BF One Bedroom = 8
Two Bedroom Units = 74	BF Two Bedroom = 15
Three Bedroom Units = 1	BF Three Bedroom = 1
Total = 114	Total No. B.F. Units = 24

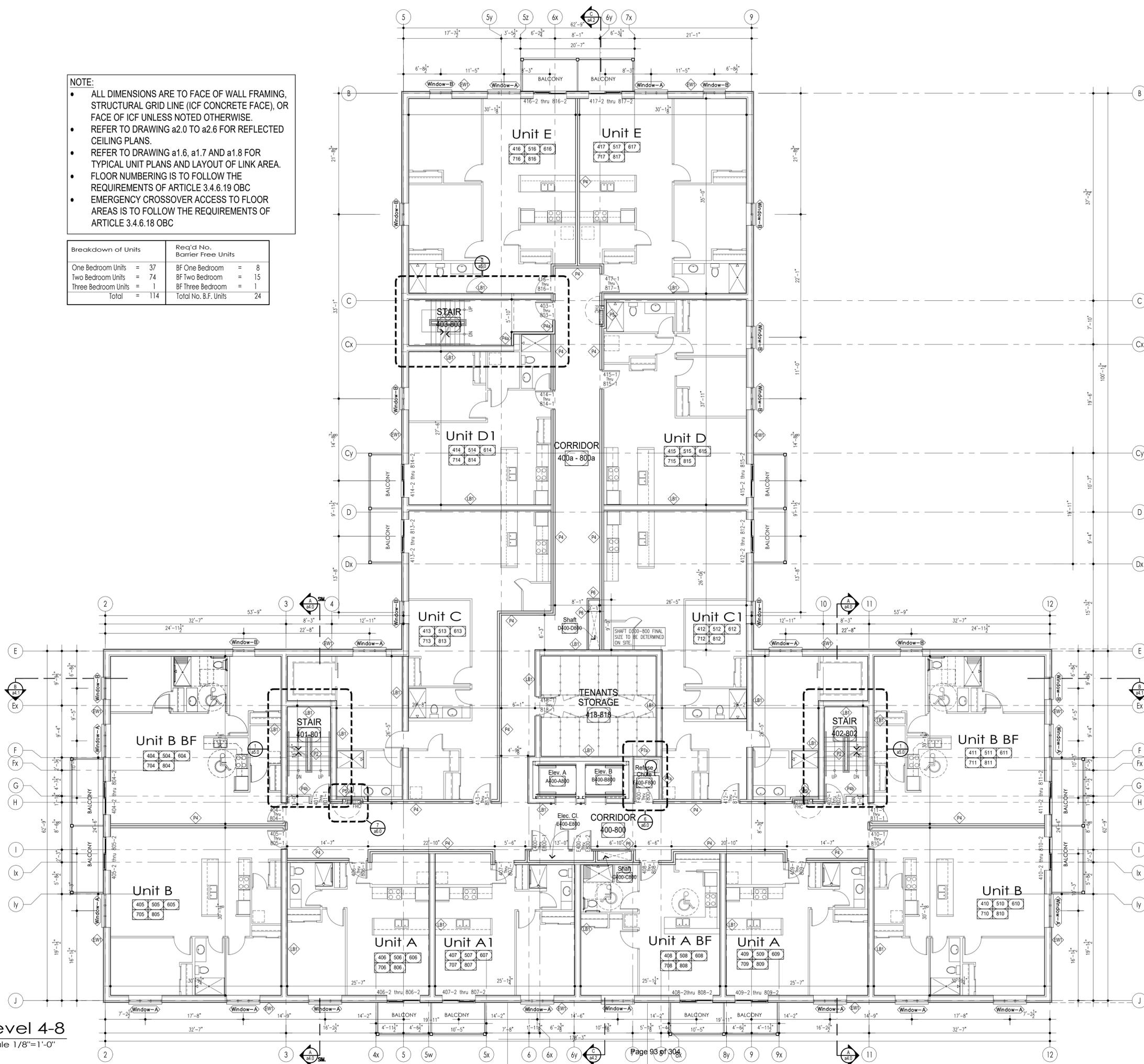


Level 2-3
 Scale 1/8"=1'-0"

NOTE:

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- REFER TO DRAWING a1.6, a1.7 AND a1.8 FOR TYPICAL UNIT PLANS AND LAYOUT OF LINK AREA.
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Three Bedroom Units	= 1	BF Three Bedroom	= 1
Total	= 114	Total No. B.F. Units	= 24



drawing	
Level 4-8	Scale 1/8"=1'-0"
Floor Plan	October 24, 2024
checked by	d ellis
drawn by	smackey
project number	24-31

Proposed Apartment Complex
22 McDonald Avenue
Sault Ste. Marie, ON

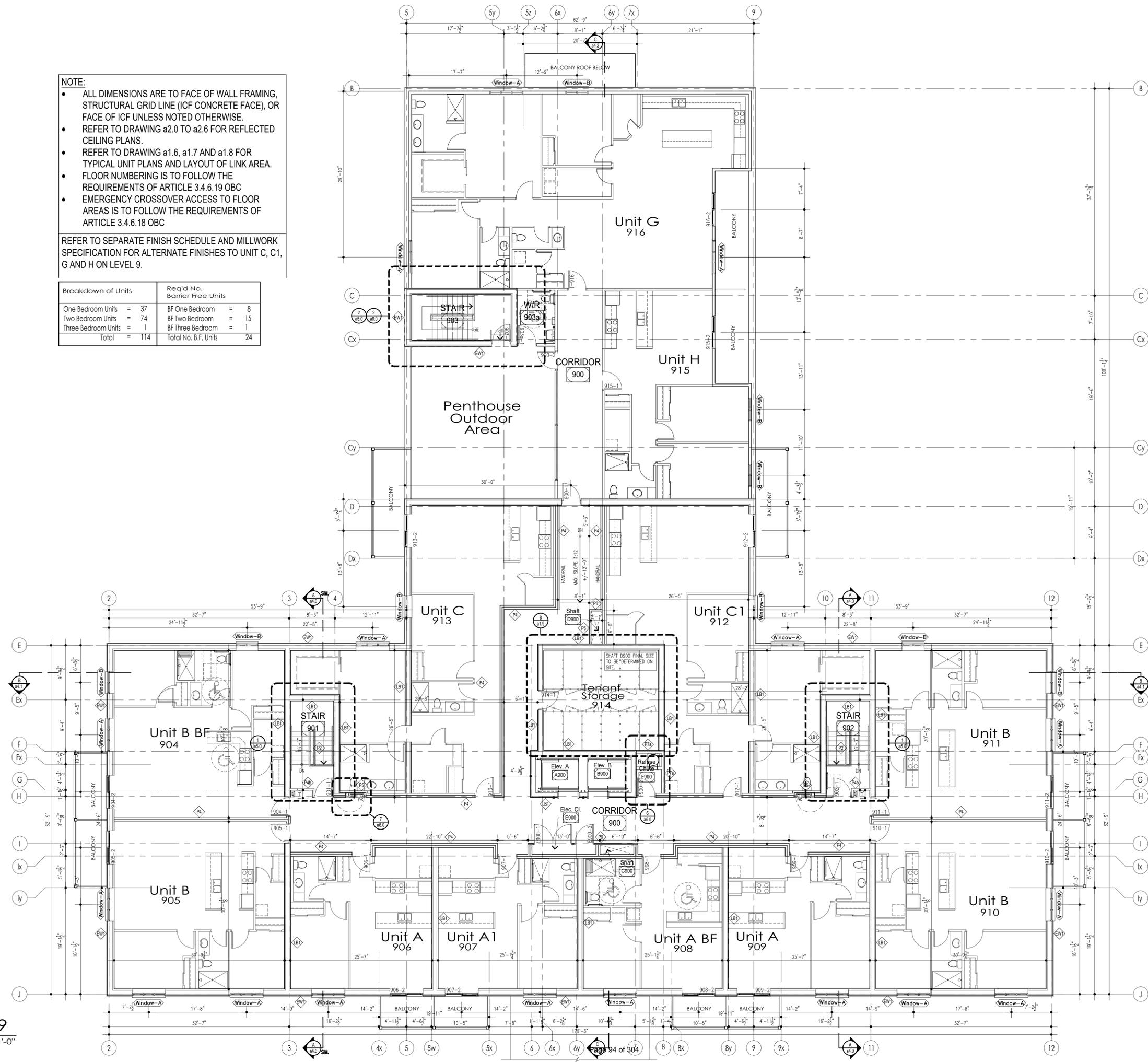
david ELLIS architect inc.
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REFER TO SEPARATE FINISH SCHEDULE AND MILLWORK SPECIFICATION FOR ALTERNATE FINISHES TO UNIT C, C1, G AND H ON LEVEL 9.

Breakdown of Units		Req'd No. Barrier Free Units	
One Bedroom Units	= 37	BF One Bedroom	= 8
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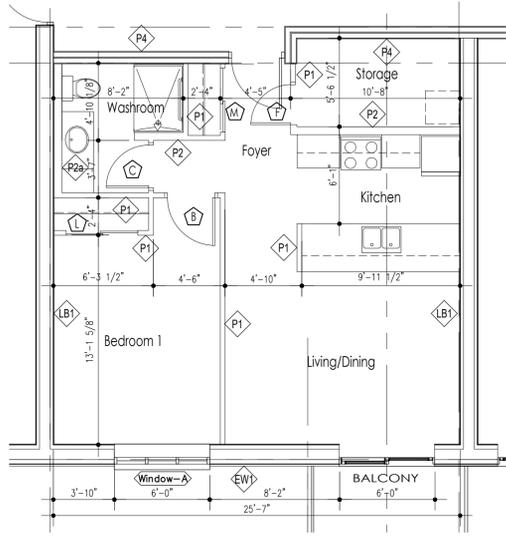


not to be used for construction unless sealed and signed by the architect

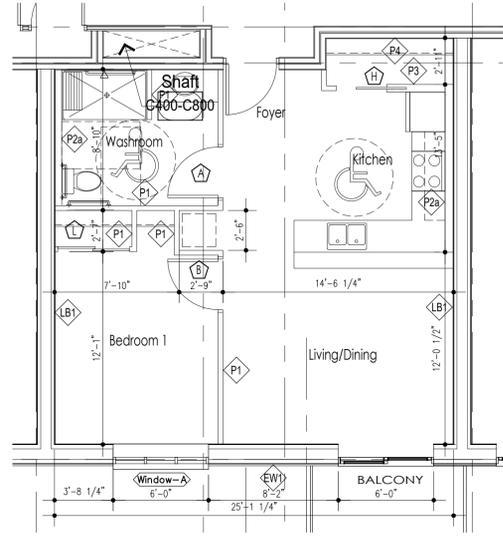
project
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267 cathcart street sault ste. marie p6a 1e5 ph: 705 253 4333 e: david.ellis@ellisdesign.ca

drawing	scale	date	checked by	drawn by	project number
Level 9 Floor Plan	1/8"=1'-0"	October 29, 2024	d ellis	smackey	24-31

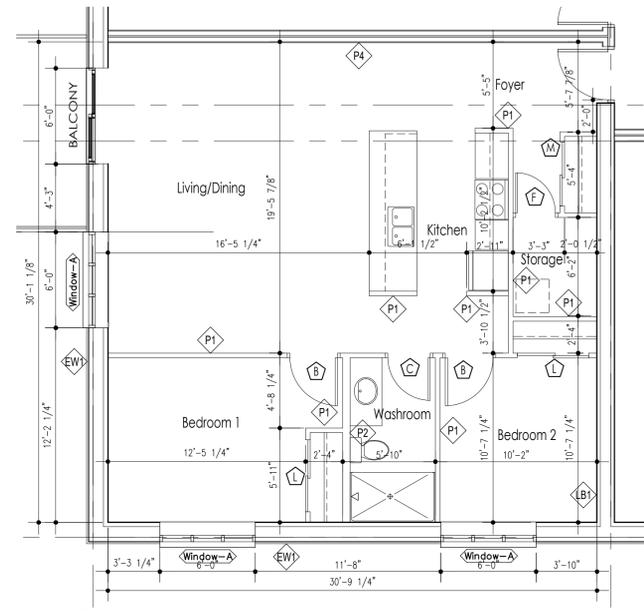
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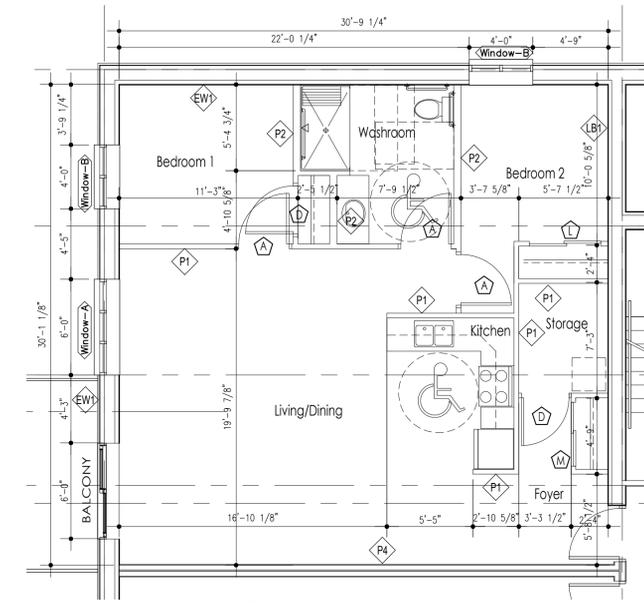
ONE BEDROOM - UNIT A
SCALE: 3/16"-1'-0"



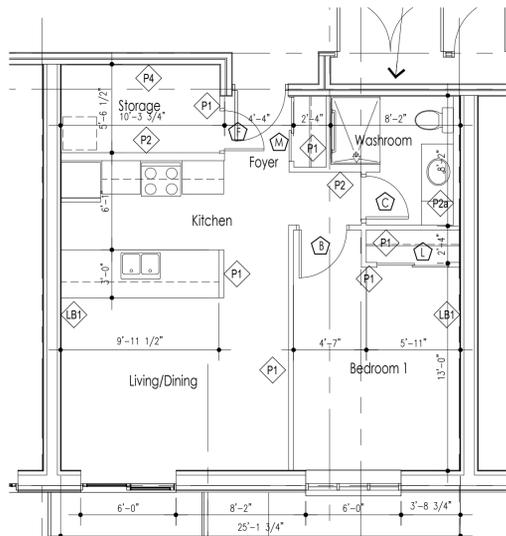
BARRIER FREE ONE BEDROOM - UNIT A
SCALE: 3/16"-1'-0"



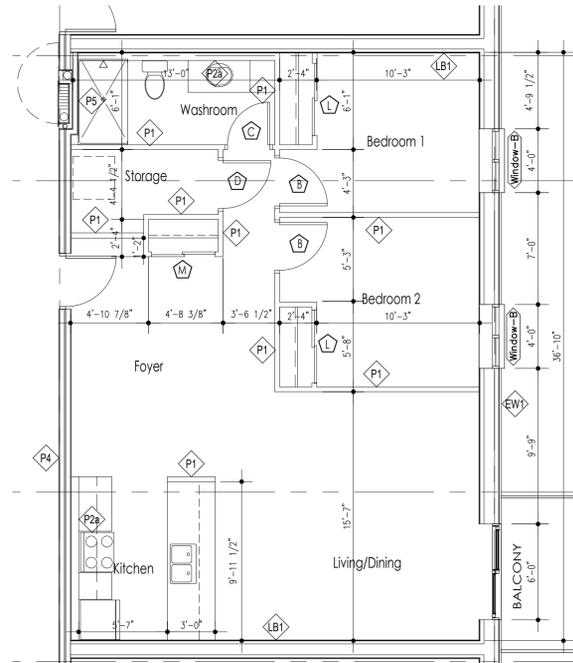
TWO BEDROOM - UNIT B
SCALE: 3/16"-1'-0"



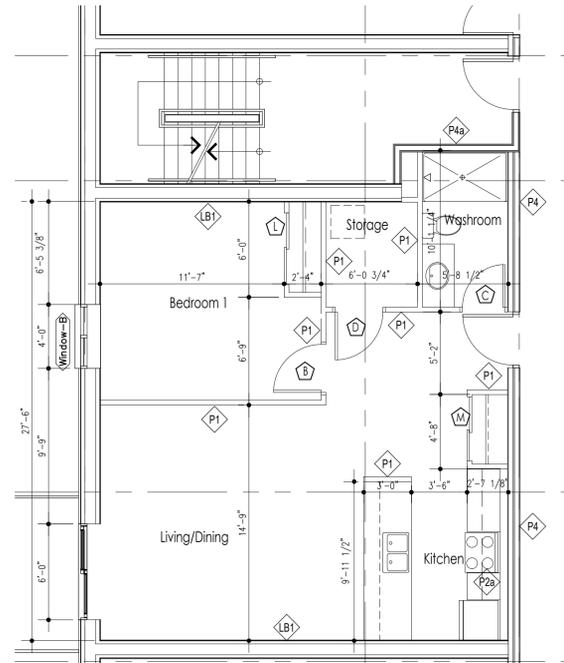
BARRIER FREE TWO BEDROOM - UNIT B
SCALE: 3/16"-1'-0"



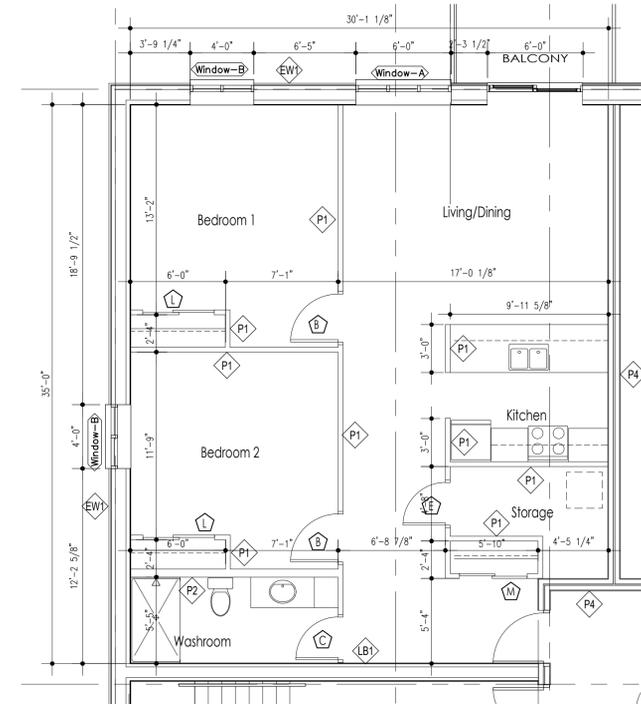
ONE BEDROOM - UNIT A1, GUEST SUITE
SCALE: 3/16"-1'-0"



TWO BEDROOM - UNIT D
SCALE: 3/16"-1'-0"



ONE BEDROOM - UNIT D1
SCALE: 3/16"-1'-0"



TWO BEDROOM - UNIT E
SCALE: 3/16"-1'-0"

NOTE:

- Refer to overall plan and exterior elevations for window types.
- Refer to overall plan for unit door numbers.
- Refer to overall plan for unit orientation.
- Refer to drawing a2.0 to a2.6 for Reflected Ceiling Plans.
- Refer to drawing a8.2 for Washroom/Kitchen Plans and Elev.
- Refer to drawing a8.3 for Typical Millwork Section Details

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not to be used for construction unless sealed and signed by the architect

Proposed Apartment Complex
22 McDonald Avenue
Sault Ste. Marie, ON
david ELLIS architect inc.
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revisions

scale 3/16" = 1'-0"

date October 10, 2024

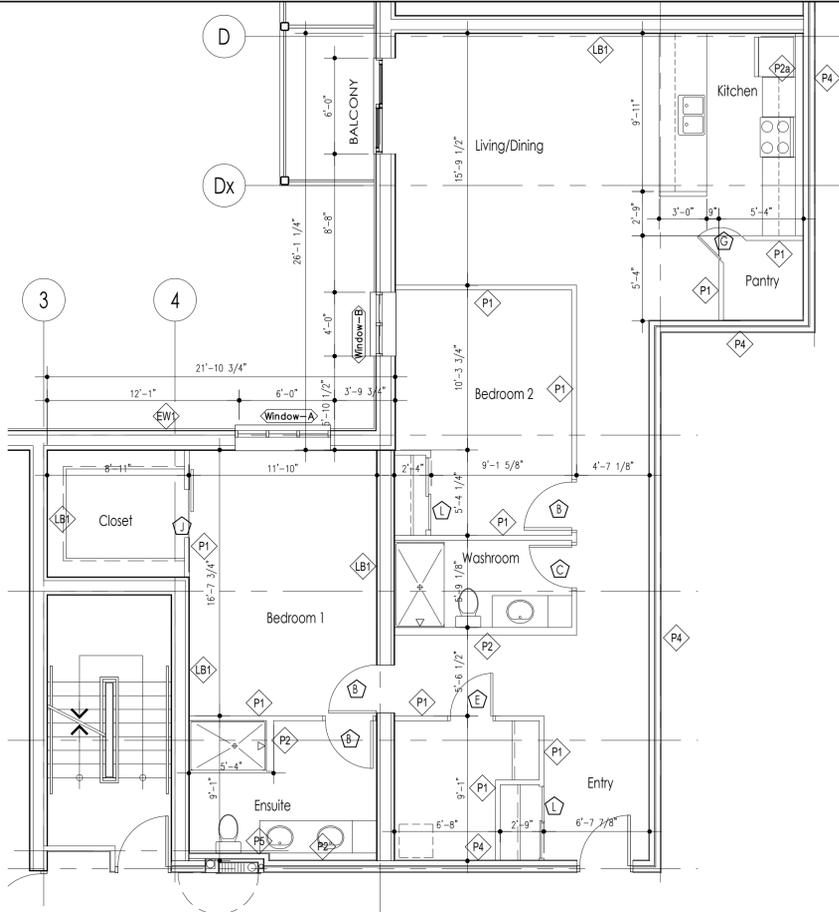
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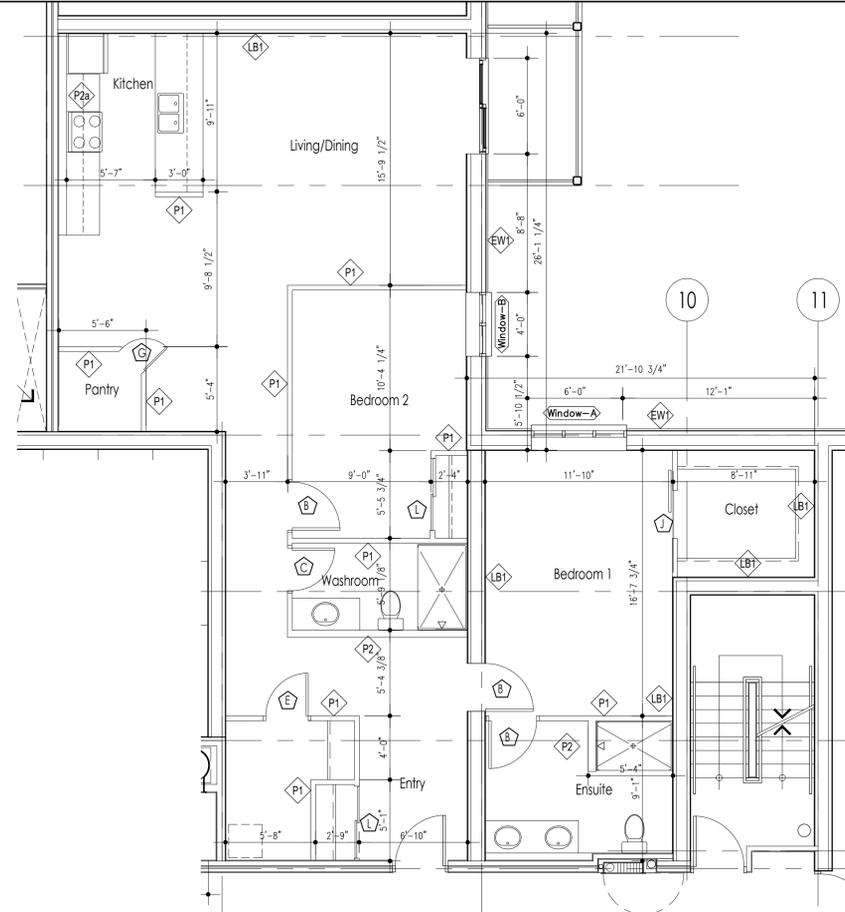
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project number 24-31

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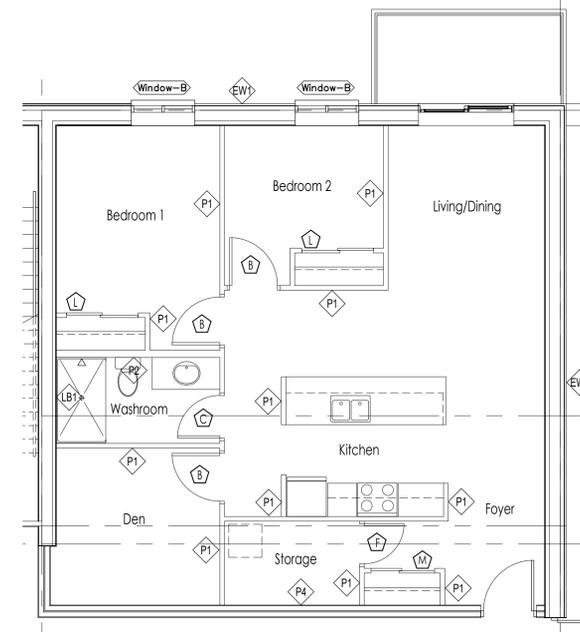


TWO BEDROOM - UNIT C
SCALE: 3/16"-1'-0"

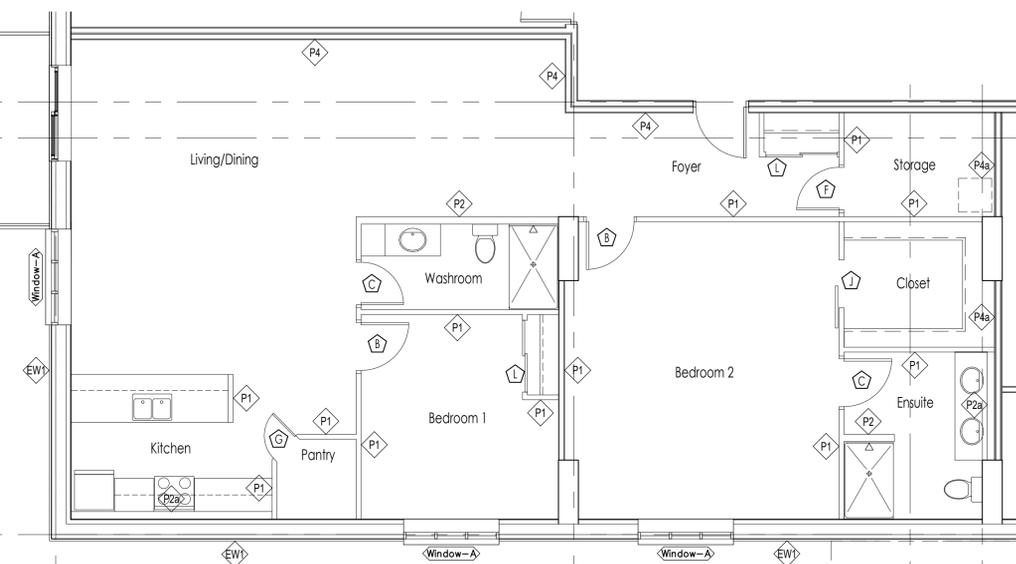


TWO BEDROOM - UNIT C1
SCALE: 3/16"-1'-0"

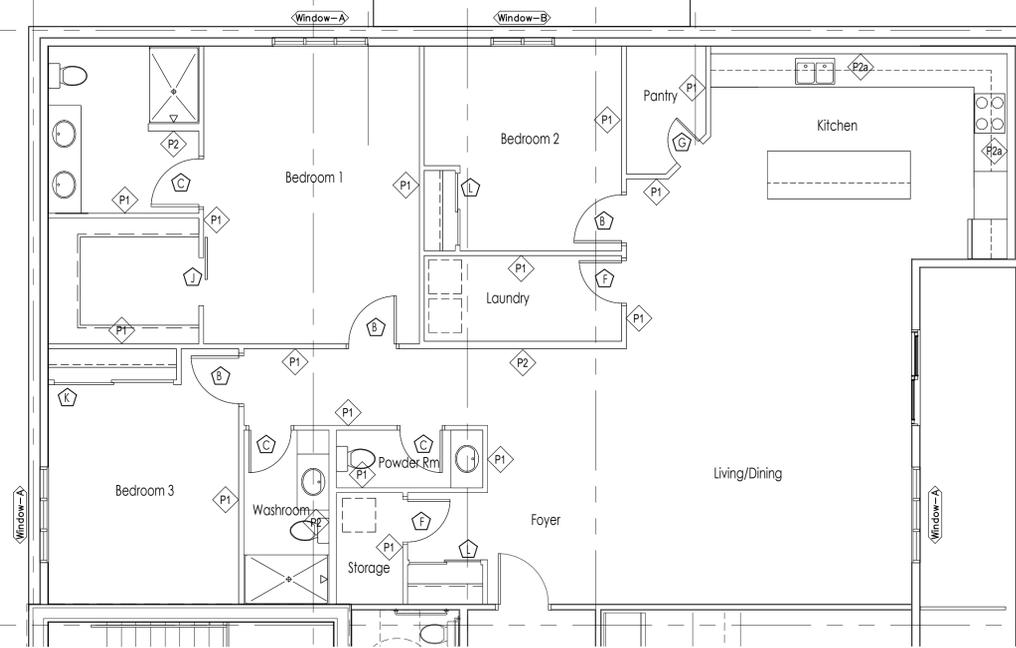
Breakdown of Units	Req'd No. Barrier Free Units	REFER TO SEPARATE FINISH SCHEDULE AND MILLWORK SPECIFICATION FOR ALTERNATE FINISHES TO UNIT C, C1, G AND H ON LEVEL 9.
One Bedroom Units = 37	BF One Bedroom = 8	
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Three Bedroom Units = 1	BF Three Bedroom = 1	
Total = 114	Total No. B.F. Units = 24	



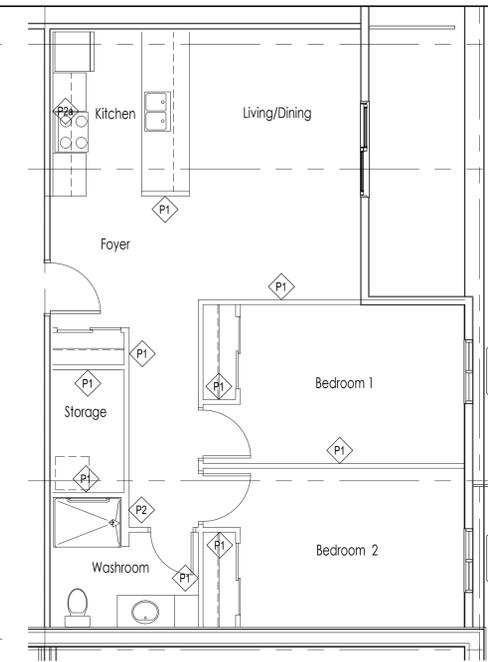
TWO BEDROOM - UNIT B1
SCALE: 3/16"-1'-0"



TWO BEDROOM - UNIT F, SIMILAR F1
SCALE: 3/16"-1'-0"



THREE BEDROOM - UNIT G
SCALE: 3/16"-1'-0"



TWO BEDROOM - UNIT H
SCALE: 3/16"-1'-0"

- NOTE:
- Refer to overall plan and exterior elevations for window types.
 - Refer to overall plan for unit door numbers.
 - Refer to overall plan for unit orientation.
 - Refer to drawing a2.0 to a2.6 for Reflected Ceiling Plans.
 - Refer to drawing a8.2 for Washroom/Kitchen Plans and Elev.
 - Refer to drawing a8.3 for Typical Millwork Section Details

not to be used for construction unless sealed and signed by the architect

Project
Proposed Apartment Complex
 22 McDonald Avenue
 Sault Ste. Marie, ON
david ELLIS architect inc.
 267 cathcart street sault ste. marie p6a 1e5 pr: 705 253 4333 e: david.ellis@ellisdesign.ca

scale
 3/16" = 1'-0"

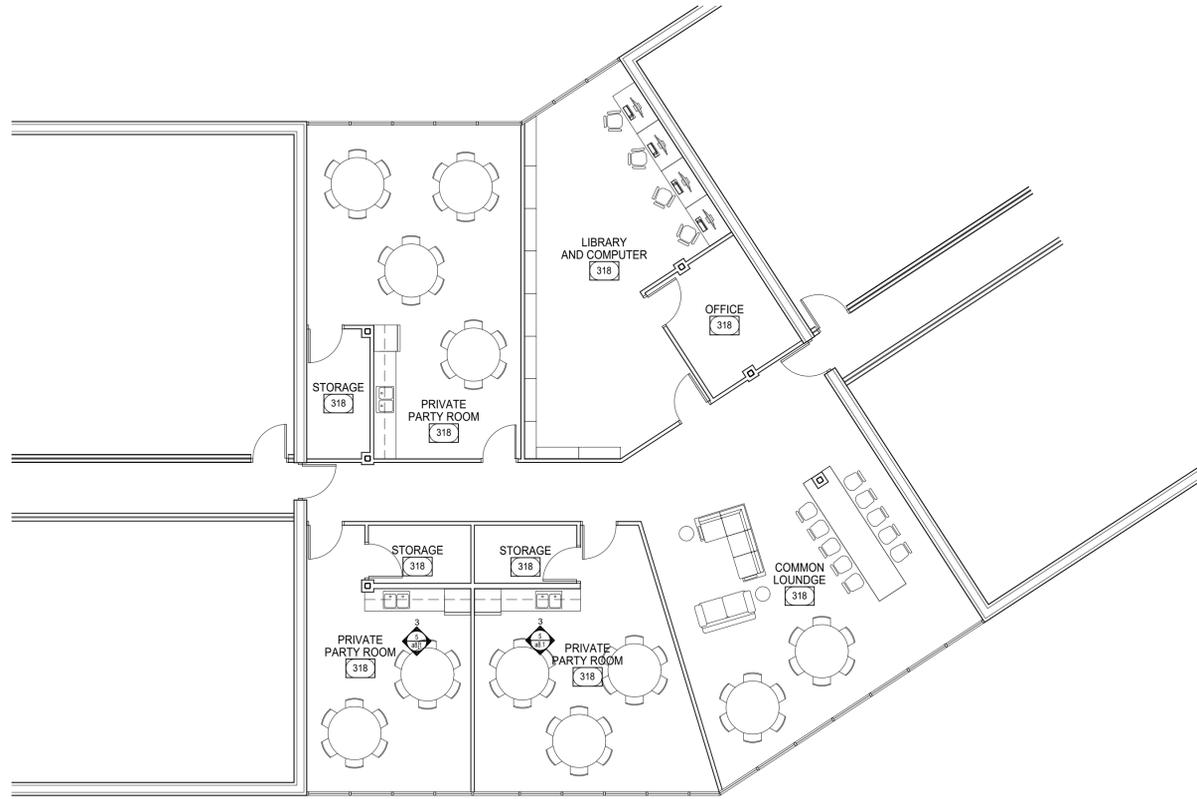
date
 October 10, 2024

checked by
 d ellis

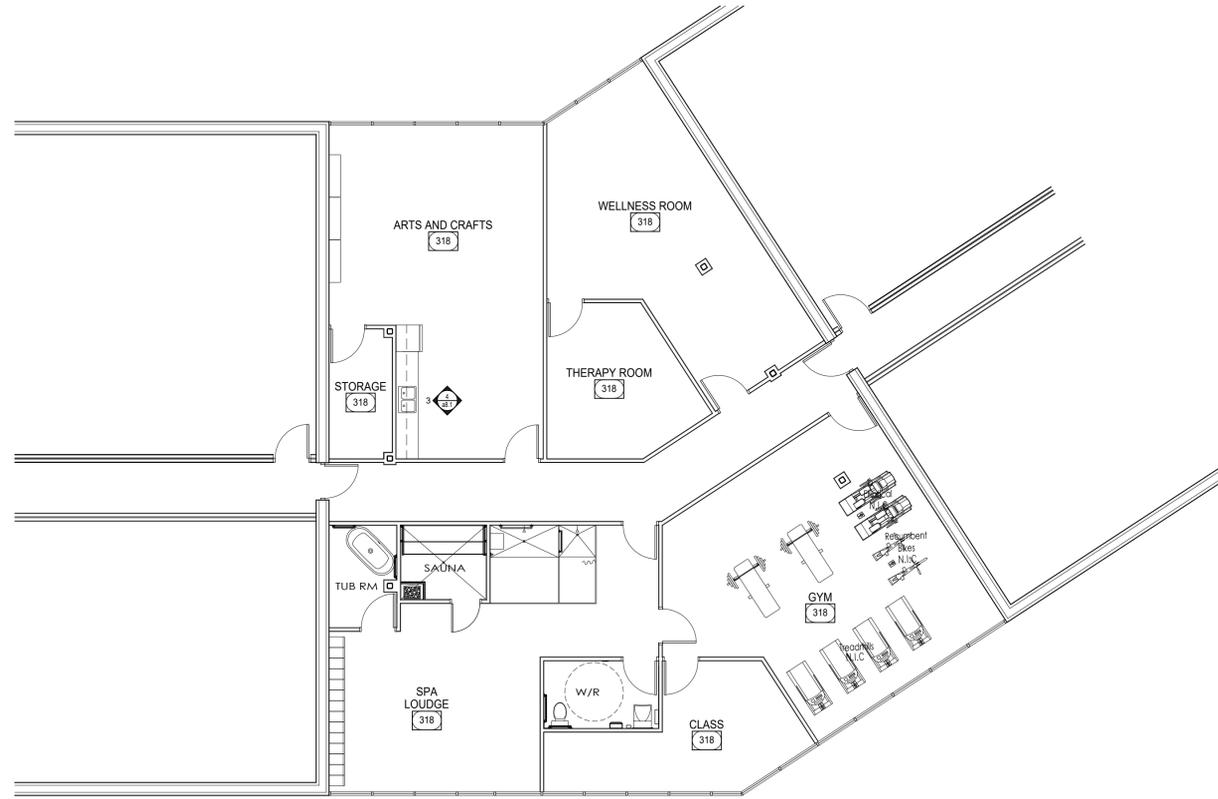
drawn by
 smackey

Unit Detail
 Plans
 project number
 24-31

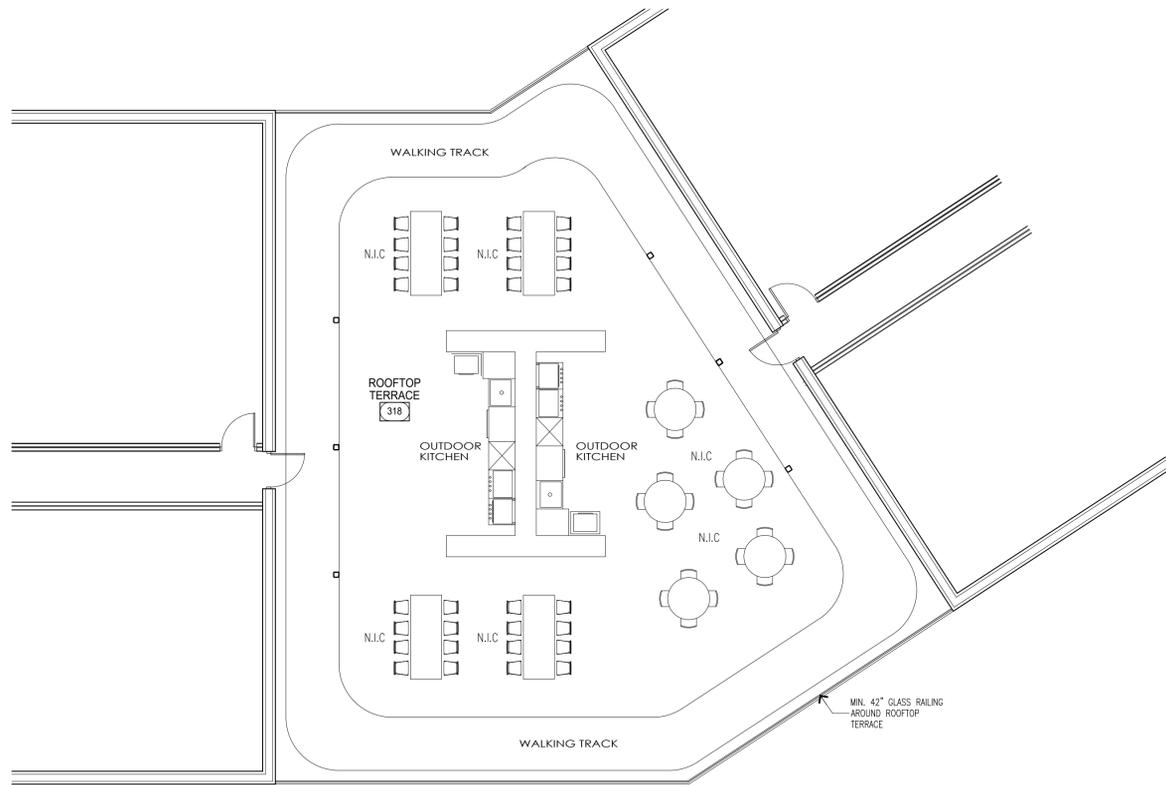
9-1.7



Ground Floor
Scale 1/8"=1'-0"



Level 2
Scale 1/8"=1'-0"



Level 3
Scale 1/8"=1'-0"

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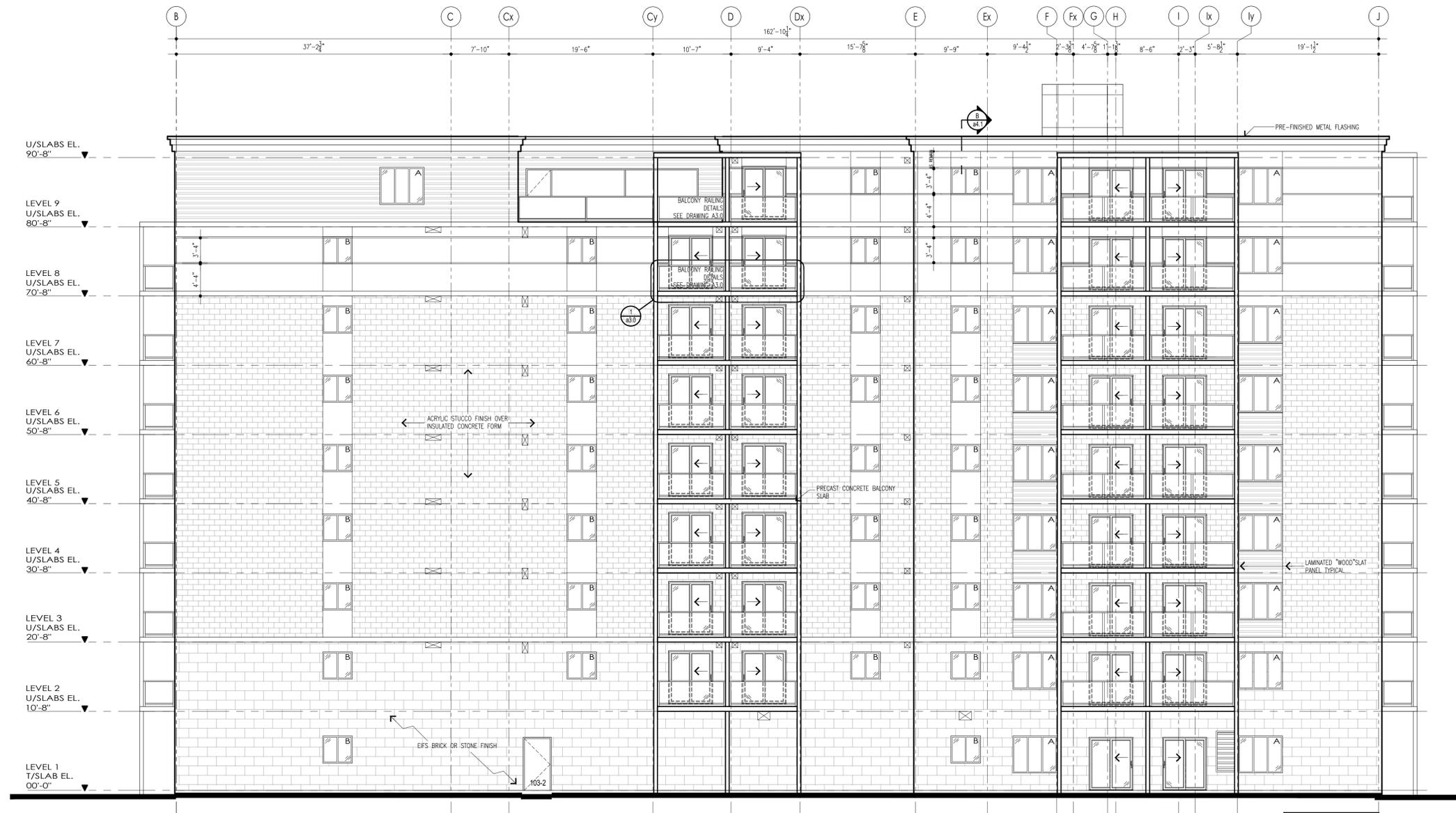
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 267 cathcart street sault ste. marie p6a 1e5 pr: 705 253 4333 e: david.ellis@ellisdesign.ca

revisions

scale
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 date
 October 30, 2024
 checked by
 d ellis
 drawn by
 smackey

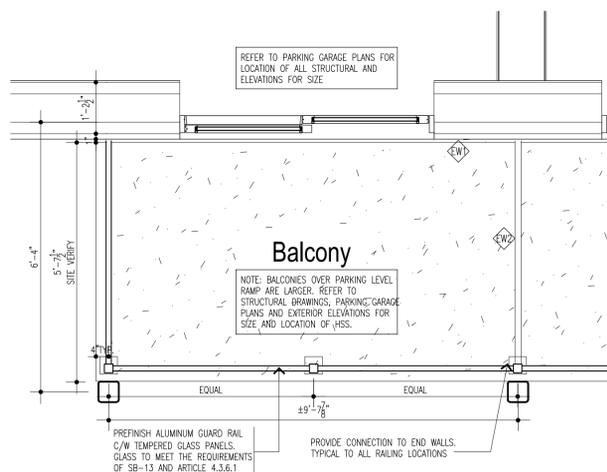
drawing
Link Layout
Level 1, 2
and 3
 project number
24-31

Q-1.08

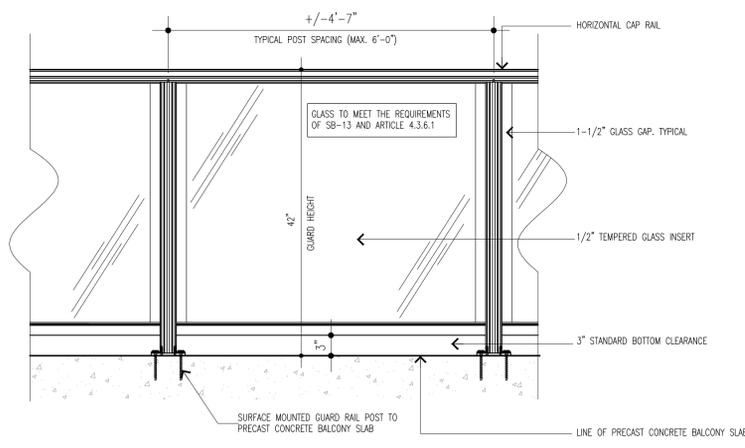


WEST ELEVATION
SCALE 1/8"=1'-0"

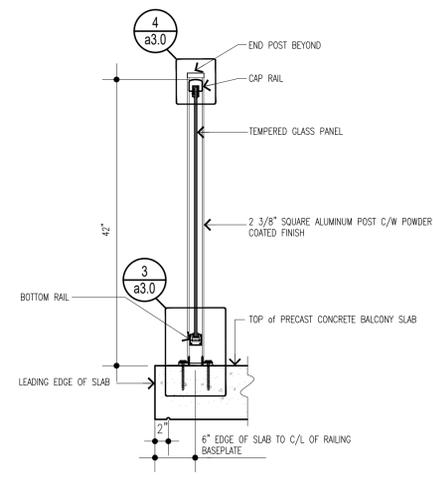
REFER TO DRAWING a3.1 AND DOOR SCHEDULE FOR SIZE OF EXTERIOR WINDOWS/DOORS AND CURTAIN WALLS.



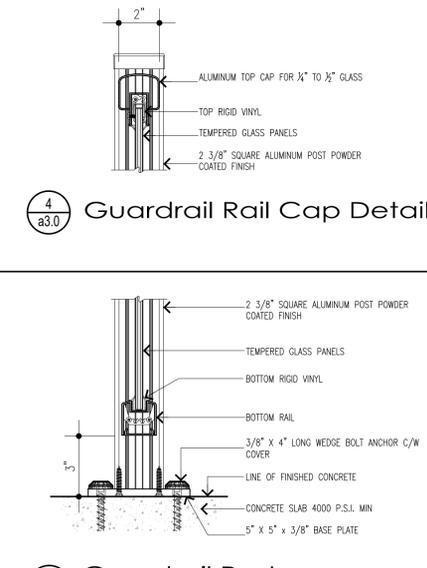
Typical Balcony Rail Layout



1 a3.0 Balcony Guard Rail Elevation Tempered Glass Panels



2 a3.0 Typical Balcony Rail Section



3 a3.0 Guardrail Post Surface Mounting Detail

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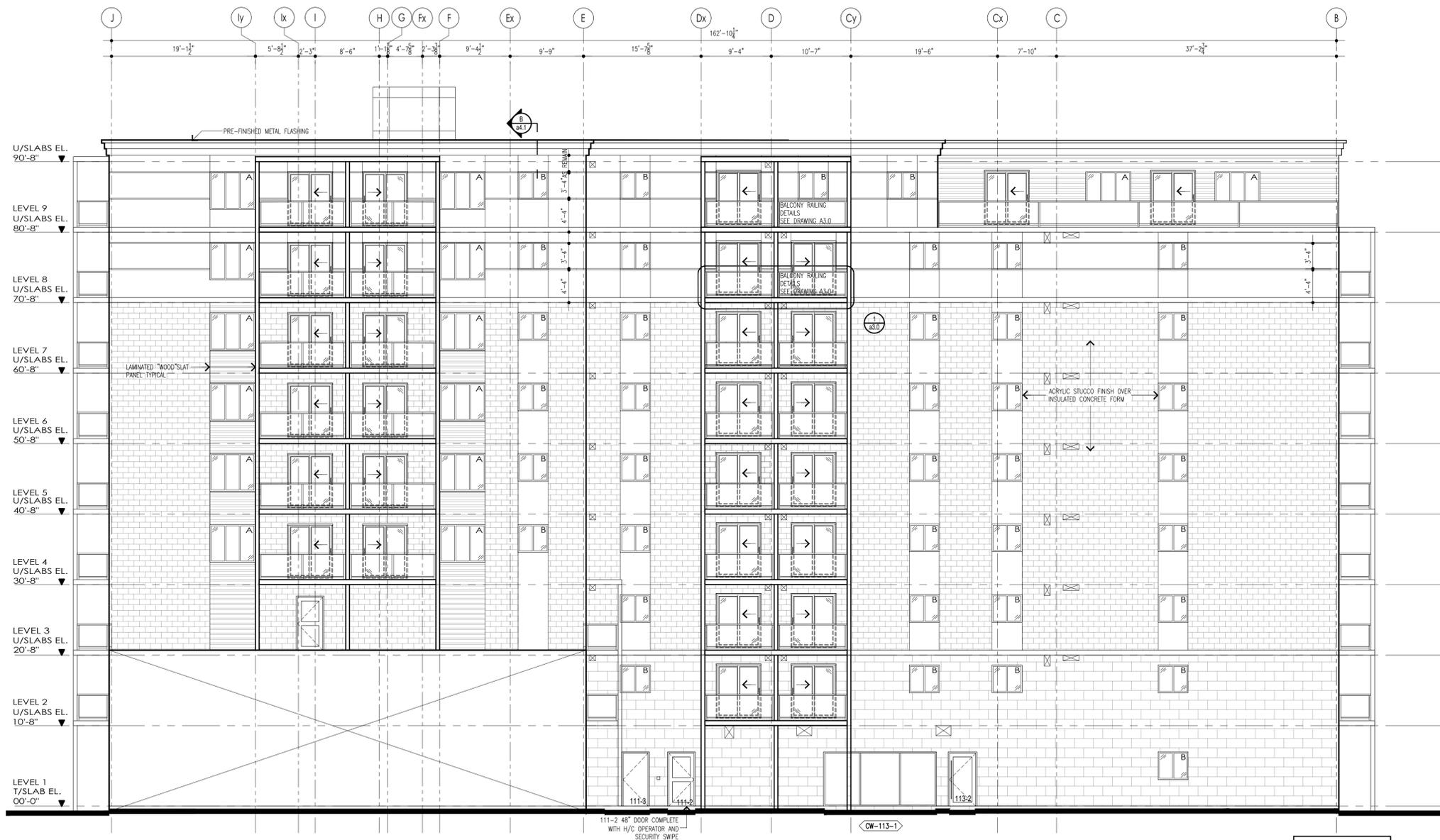
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Proposed Apartment Complex
22 McDonald Avenue
Sault Ste. Marie, ON
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revisions

scale	1/8"=1'-0"
date	October 24, 2024
checked by	d ellis
drawn by	smackey

drawing
West Elevation
project number
24-31

a-3.0

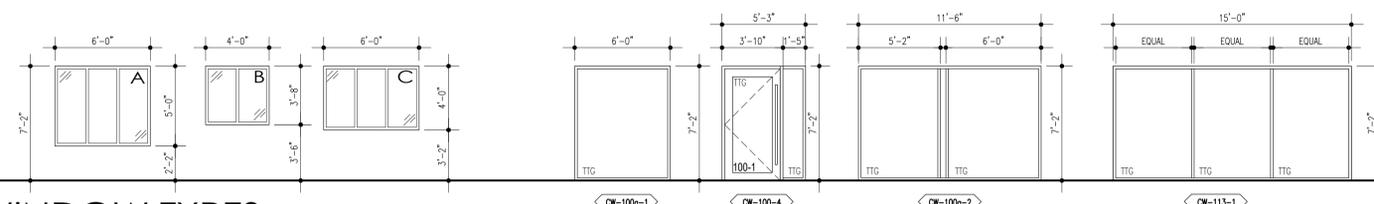


EAST ELEVATION
SCALE 1/8"=1'-0"

REFER TO DRAWING 03.1 AND DOOR SCHEDULE FOR SIZE OF EXTERIOR WINDOWS/DOORS AND CURTAIN WALLS.

Exterior Aluminum Entry Doors
ALUMICOR - Thermaporte 7700 T600B
or WINDSPEC - 5500 Series Wide Stile
Refer to hardware schedule for door prep requirements

Exterior Aluminum Curtain Wall
ALUMICOR - 2600 Series
or WINDSPEC - 5500 HTP Series
1-3/4" Triple Thermal Glazing
4" Deep Back Sections
Clear Anodized Finish
Extruded Aluminum Sills
Capped Joints



WINDOW TYPES
SCALE 3/16"=1'-0"

ABBREVIATION LEGEND
TTG - TEMPERED THERMAL GLAZING
TG - 1/4" TEMPERED GLAZING
FR - FIRE RATED GLAZING

ALL DIMENSIONS SHOWN ARE APPROXIMATE FOR ESTIMATING PURPOSES. CONTRACTOR IS RESPONSIBLE FOR SITE VERIFYING ALL MEASUREMENTS PRIOR TO ORDERING MATERIALS OR COMMENCING FABRICATION.

ALUMINUM NOTES:
ALL THERMAL GLAZING TO BE TEMPERED GLAZING TO BOTH INSIDE AND OUTSIDE LITES

ALL EXTERIOR FRAMES/GLAZING/DOORS, FLASHINGS, EXTRUDED SILLS BLOCKING, CALKING ETC. ARE TO BE PROVIDED AND INSTALLED FOR A COMPLETE WEATHER TIGHT INSTALLATION, AND TO MEET ALL APPLICABLE O.B.C. REQUIREMENTS.

PROVIDE TOP AND BOTTOM FLASHING, TYPICAL

PROVIDE ROPE AND CALKING TO VERTICAL JUNCTION OF WINDOW OPENINGS. IF GAP OVER 3/4", PROVIDE ALUMINUM FILLER AND CALKING, TYPICAL.

NOTE: ALL THE SUITE WINDOWS TO HAVE BRICK MOULDS

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scale 1/8"=1'-0"

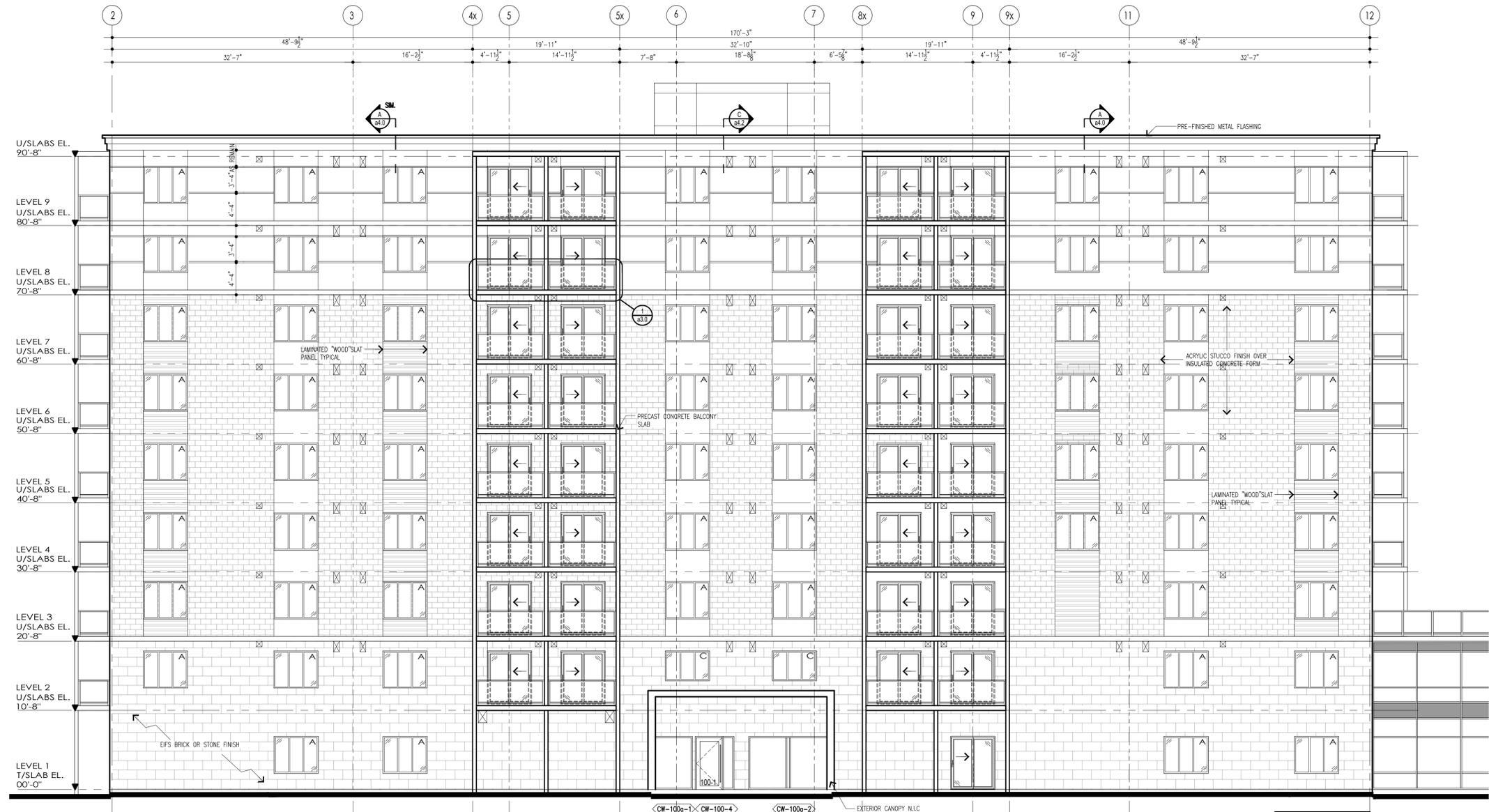
date October 24, 2024

checked by d ellis

drawn by smackey

drawing
East Elevation
project number
24-31

a-3.1



SOUTH ELEVATION
SCALE 1/8"=1'-0"

not to be used for construction unless sealed and signed by the architect

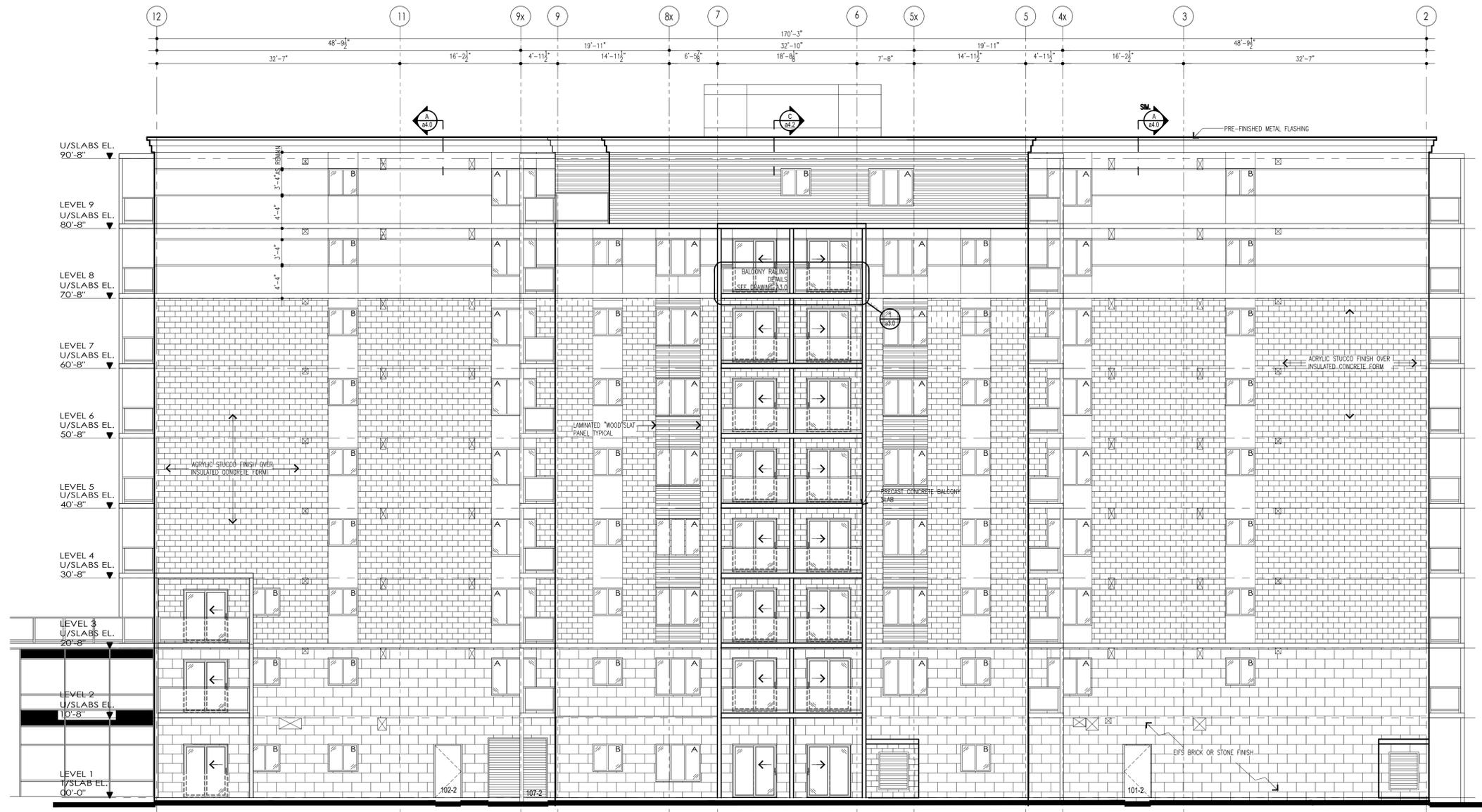
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revisions

scale 1/8"=1'-0"
 date October 24, 2024
 checked by d ellis
 drawn by smackley

drawing South (Front) Elevation
 project number 24-31

a-3.2



NORTH ELEVATION
SCALE 1/8"=1'-0"

REFER TO DRAWING 3.1 AND
DOOR SCHEDULE FOR SIZE OF
EXTERIOR WINDOWS/DOORS AND
CURTAIN WALLS.

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Revisions

scale 1/8"=1'-0"
 date October 24, 2024
 checked by d ellis
 drawn by smackley

drawing
North Elevation
 project number
24-31

A-3.3









December 18, 2024

SUN SHADOW STUDY

22 MacDonald Ave, Sault Ste. Marie

Project No : 24027

INTRODUCTION

Context

The subject property is located on the north side of MacDonald Avenue, just west of Gladstone Avenue, in Sault Ste. Marie. The lot fronts on to MacDonald Avenue and is situated between Gladstone Avenue and MacDonald Avenue, with residential buildings behind it (to the north).

The project proposes 9 levels of residential units. This will result in a building of approximately 27.0 m in height. MacDonald Avenue contains a mix of uses including residential, commercial and community facilities. Most of the neighbouring buildings sit at a two storeys height, including a Catholic Church located at the corner of Gladstone Avenue and MacDonald Avenue, and a retirement residence situated south of MacDonald Avenue and Fauquier Avenue.

Study Parameters

The selected time intervals are based on established standards for local seasonal variations in sun exposure. Tests were conducted for March 21, September 21, June 21 and December 21 at the recommended 1-hour intervals between 9:18am and 6:18pm. Captured images of the proposed site conditions at these prescribed times can be found in this package.

Analysis

March 21

The shadows produced by the proposed development are minimal. Morning and afternoon shadows are cast onto the subject site, with no impact to the surrounding properties. The shadows produced by the proposed development will cast shadows onto the church property to the east of the subject site between 4:18pm and 6:18pm.

There are no impacts to parks, open spaces, natural areas or other shadow sensitive properties as none fall within the range of the shadow extents.



June 21

The shadows produced by the proposed development are minimal.

Morning and afternoon shadows are cast onto the subject site, with no impact to the surrounding properties. In the evening, the lengthening shadows reach the church property to the east.

September 21

The fall equinox shadows show similar patterns of impact to those of the March Study.

Morning and afternoon shadows are cast onto the subject site, with no impact to the surrounding properties. In the evenings the lengthening shadows reach the church property to the east of the subject site.

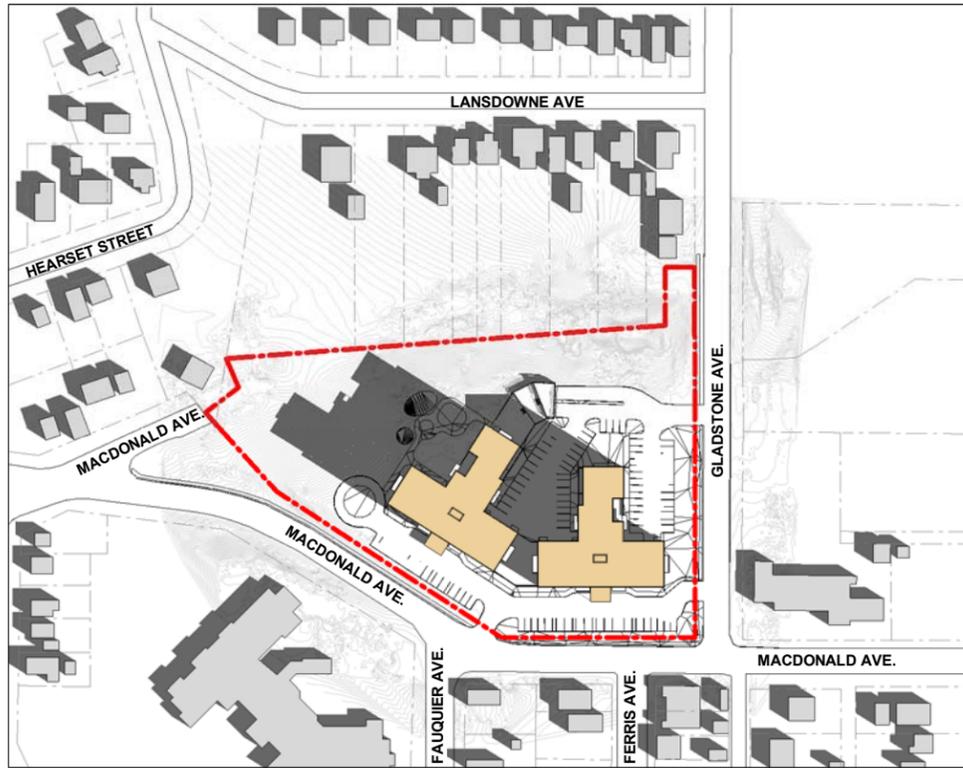
There are no impacts to parks, open spaces, natural areas or other shadow sensitive properties as none fall within the range of the shadow extents.

December 21

The greatest shadow coverage occurs on the neighboring lots to the north-west and north-east in the morning and evening. During the day there is minimal shadow impact to a portion of the yards to the north.

Summary

In conclusion, the shadow impact upon the public realm and neighbouring properties are minimal. Although more extensive than the shadows created by the existing conditions, it is evident from the studies that the shadows produced by the proposed development have limited impact on the surrounding context.



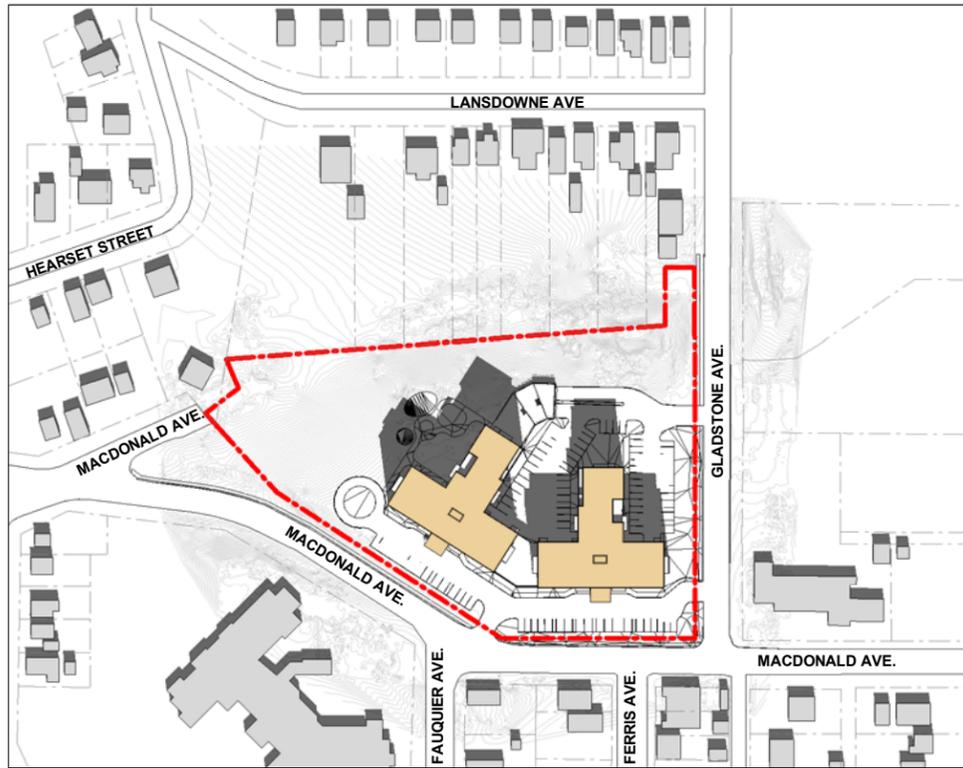
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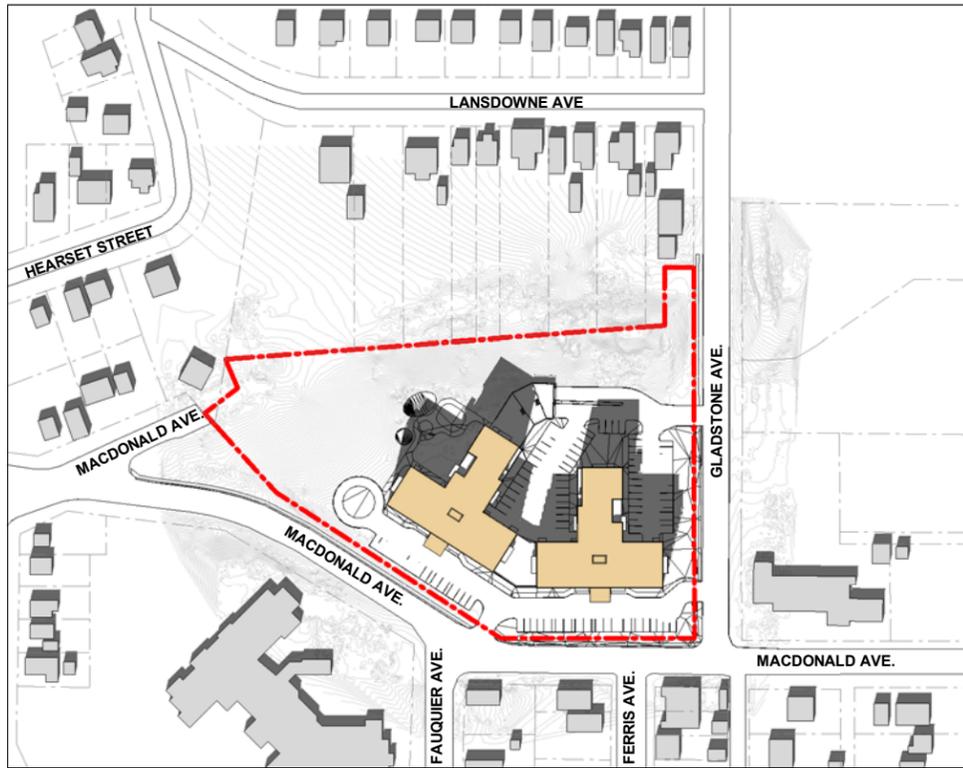
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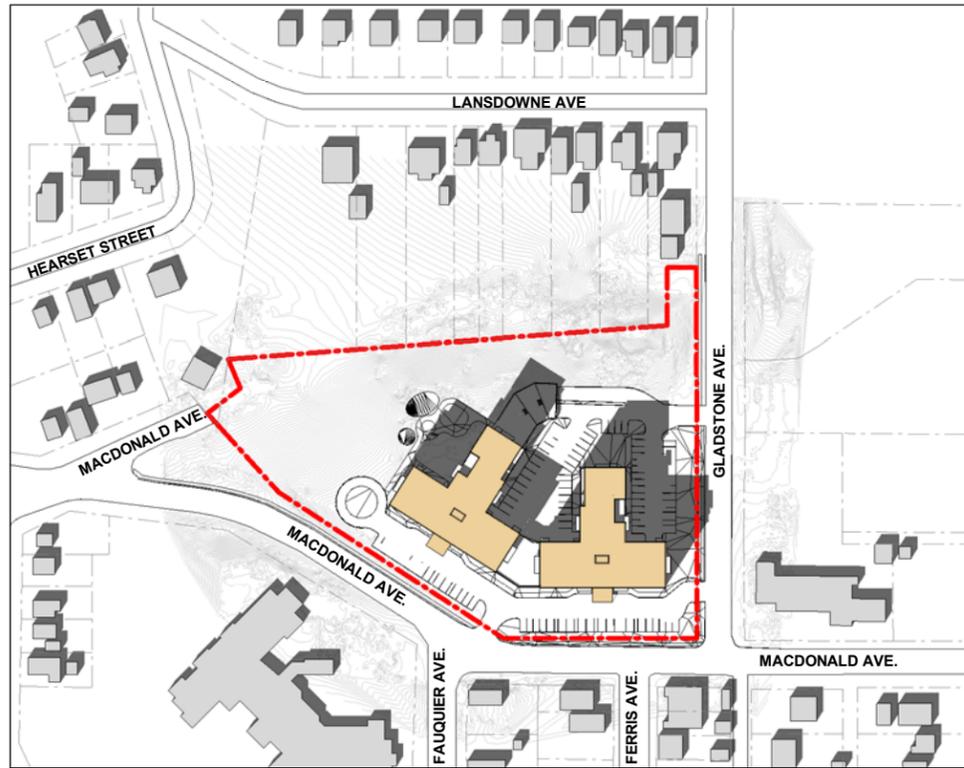
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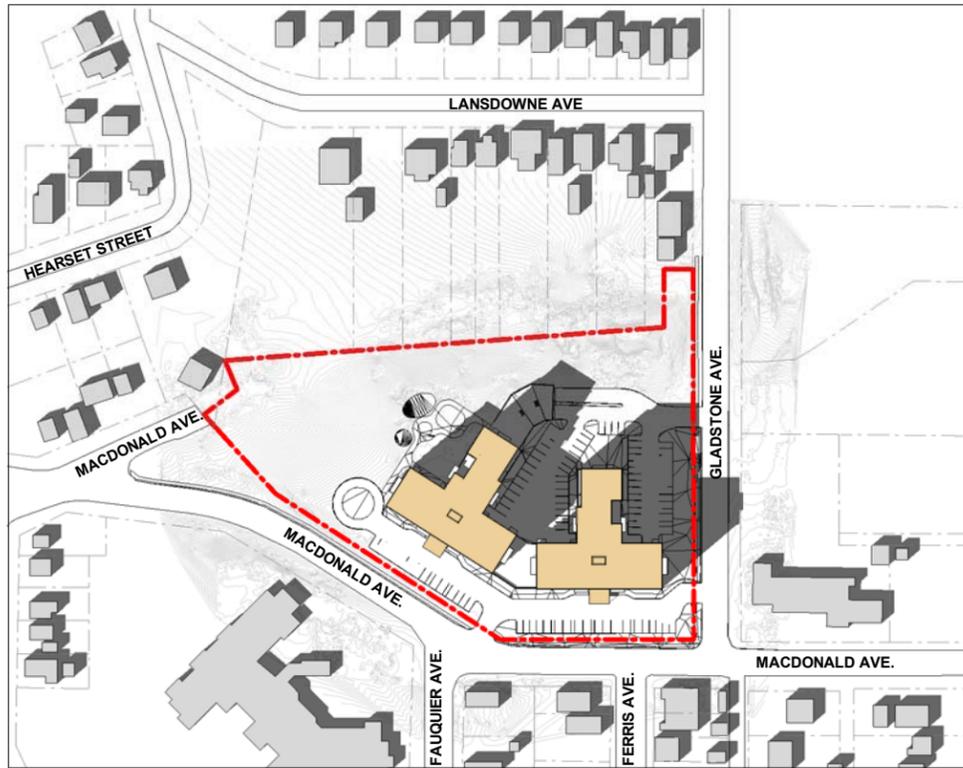
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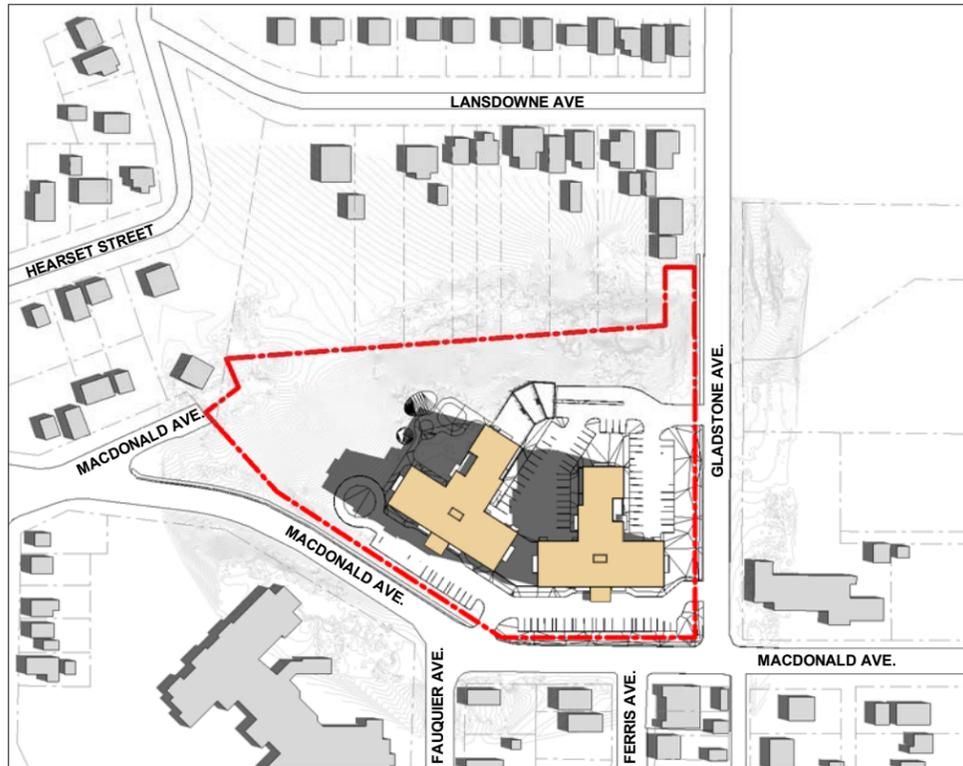
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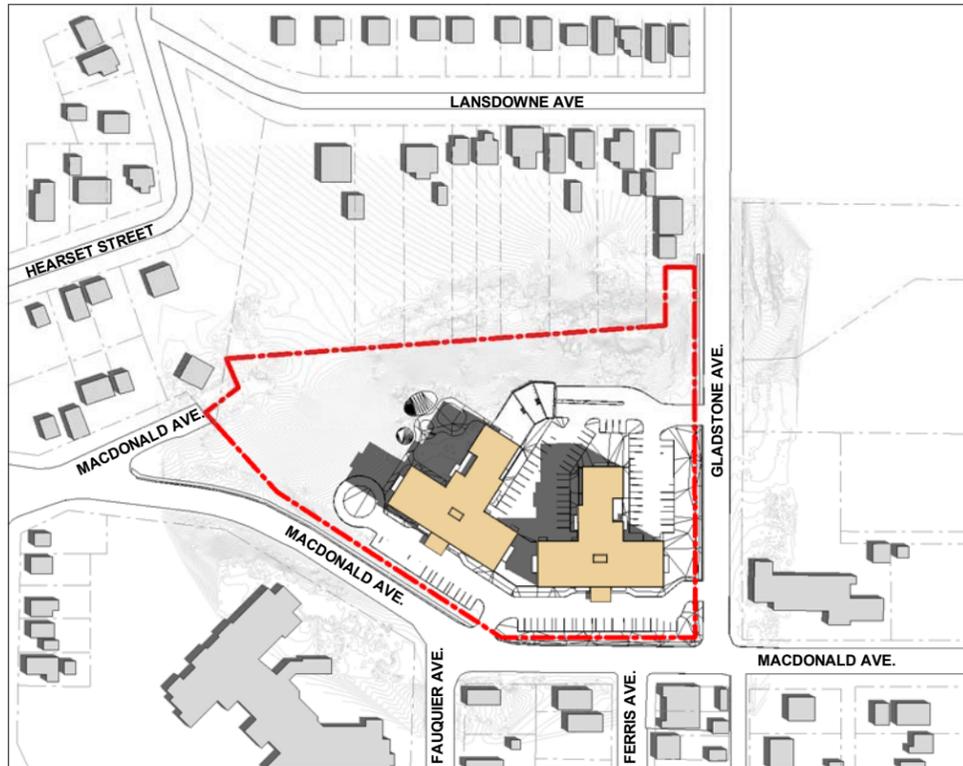
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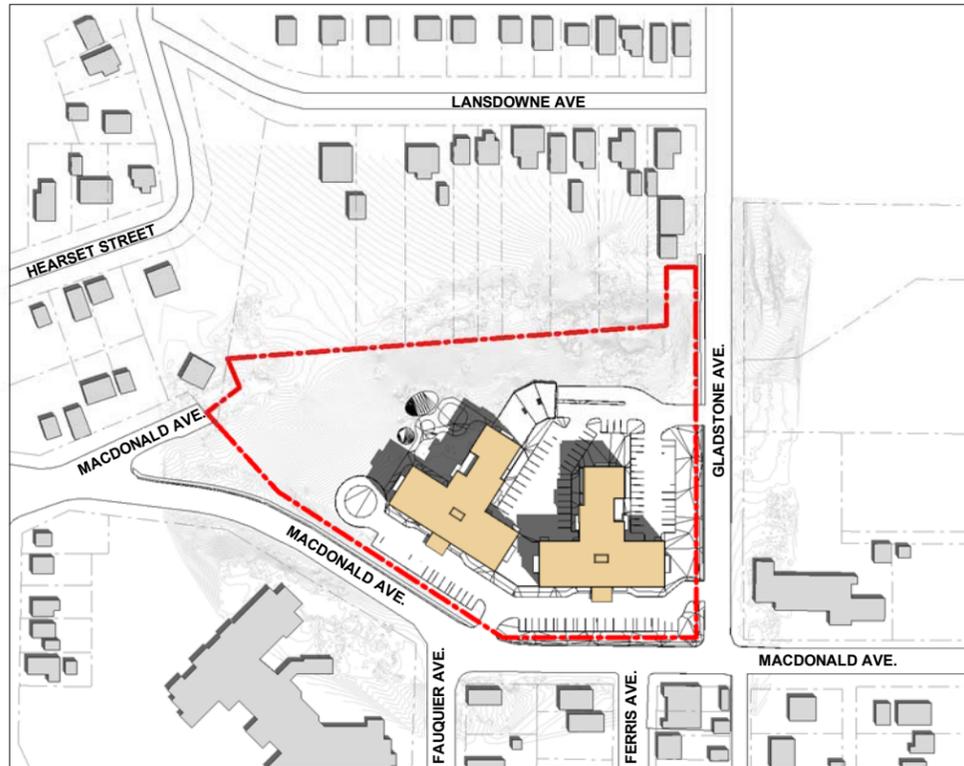
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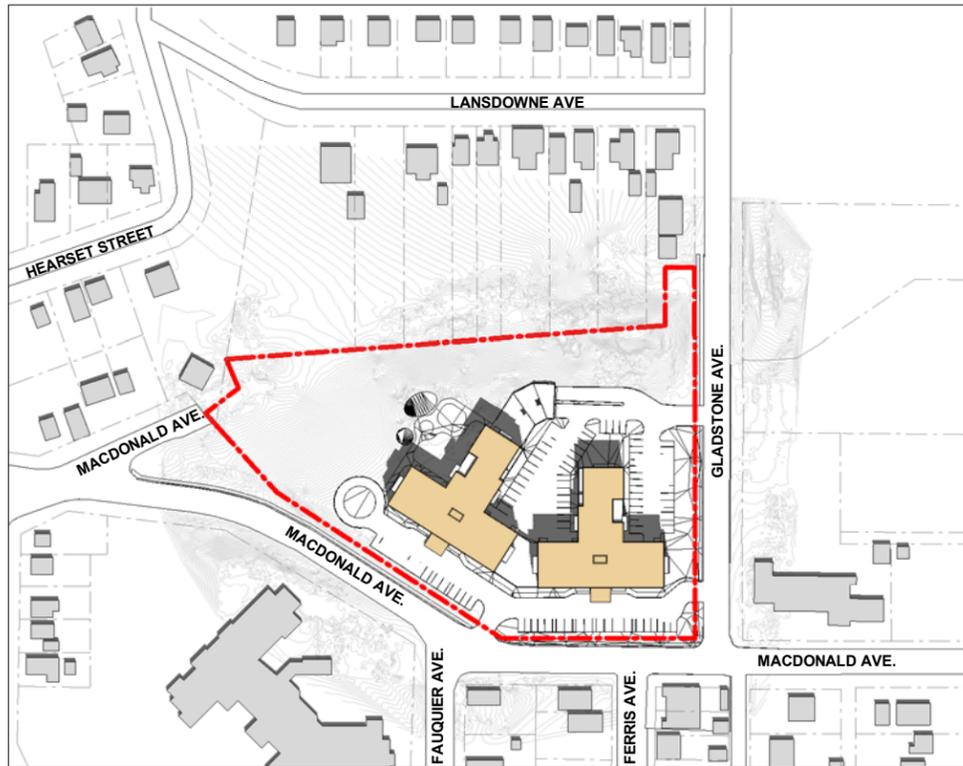
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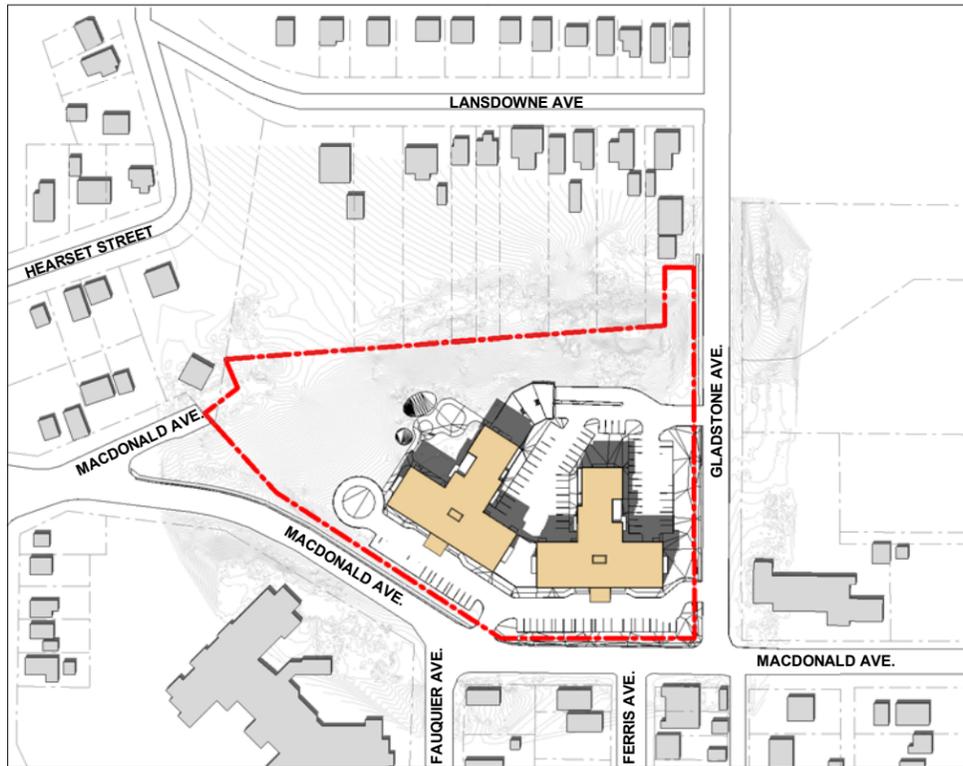
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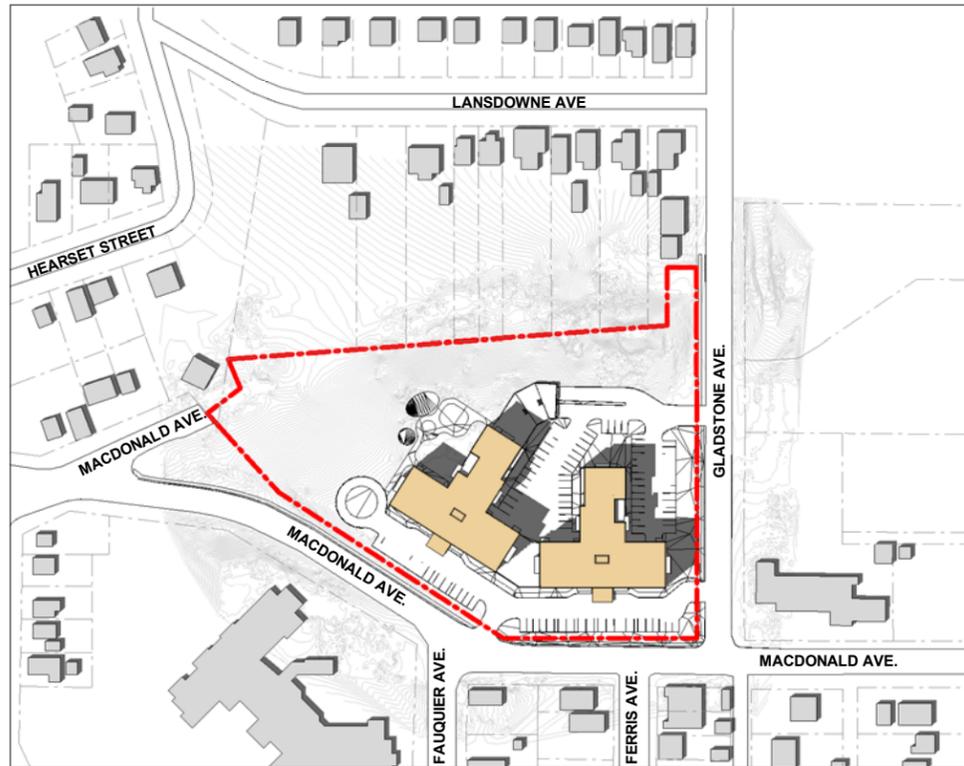
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21 JUNE 12:18PM



21 JUNE 1:18PM



21 JUNE 2:18PM

CARICARI LEE ARCHITECTS

113 Miranda Avenue
Toronto, ON M6B 3W8
t/ 416 962 9670 f/ 416 962 9671
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PROJECT NAME
22 MACDONALD AVE
22 MACDONALD AVE, SAULT STE. MARIE, ONTARIO

DRAWING TITLE
SUN/SHADOW STUDY - JUNE

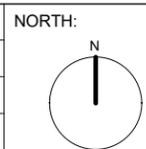
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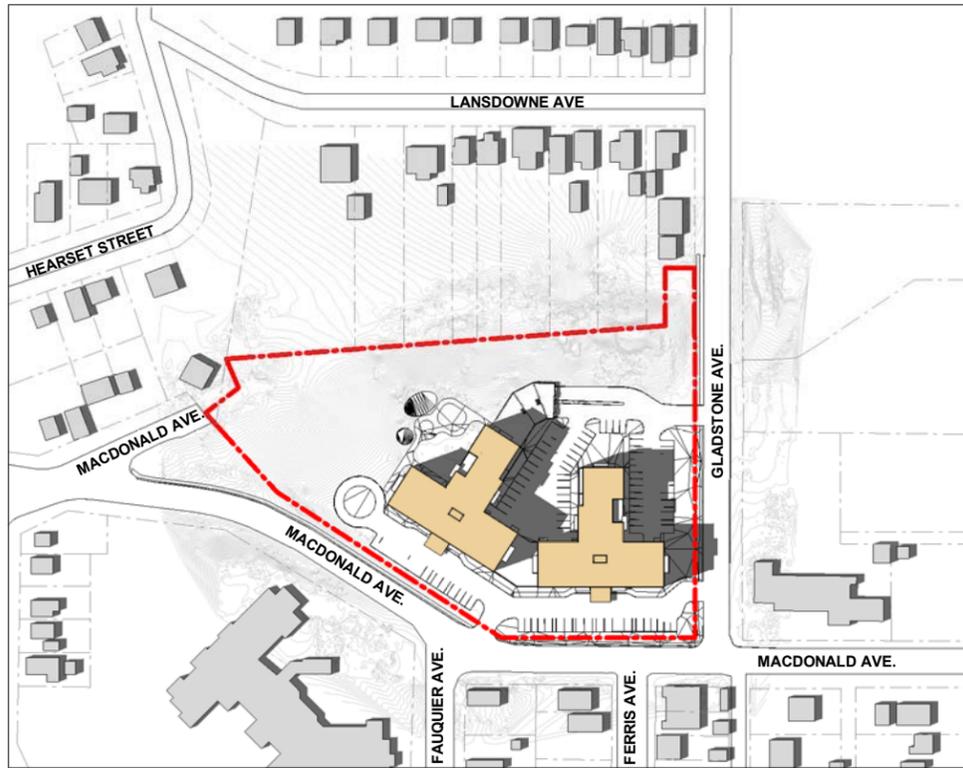
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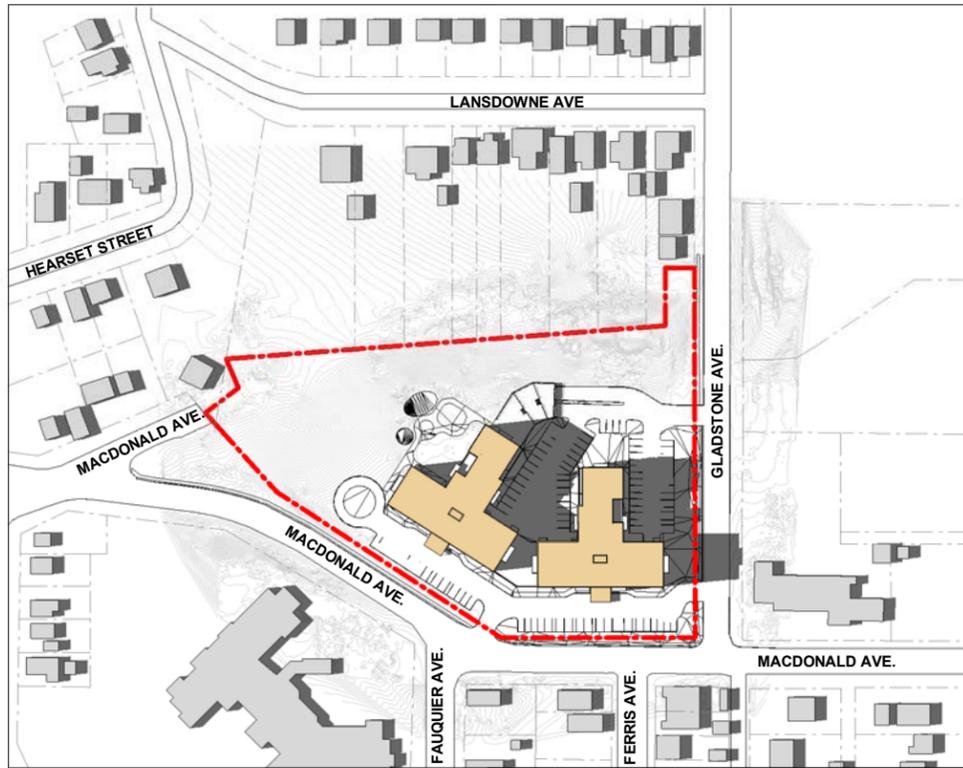


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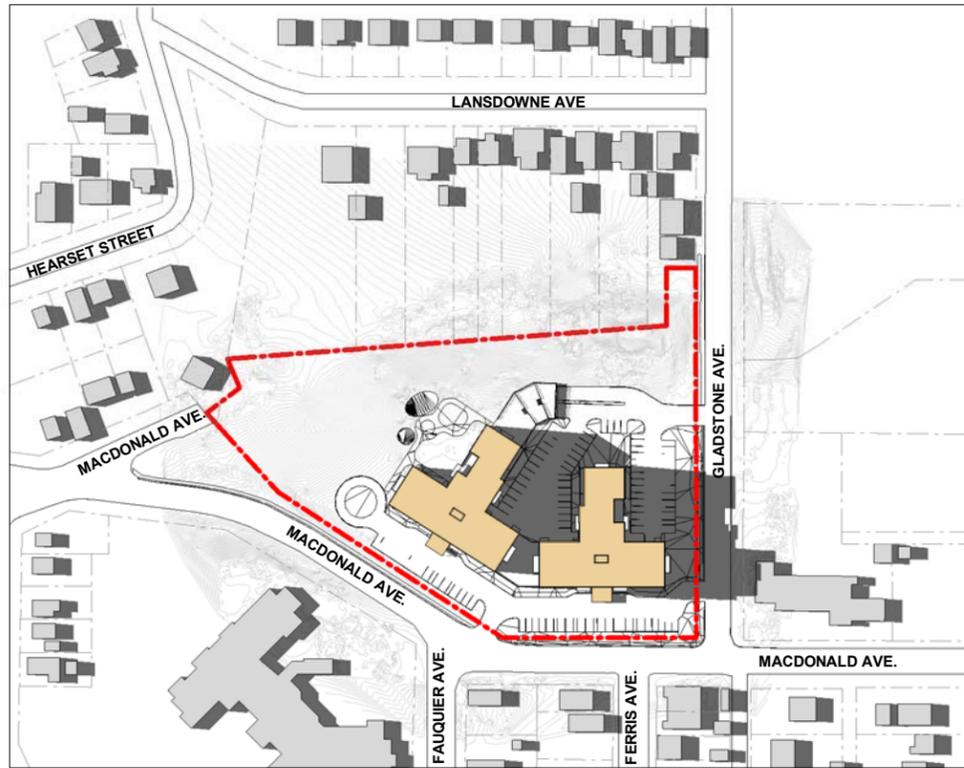
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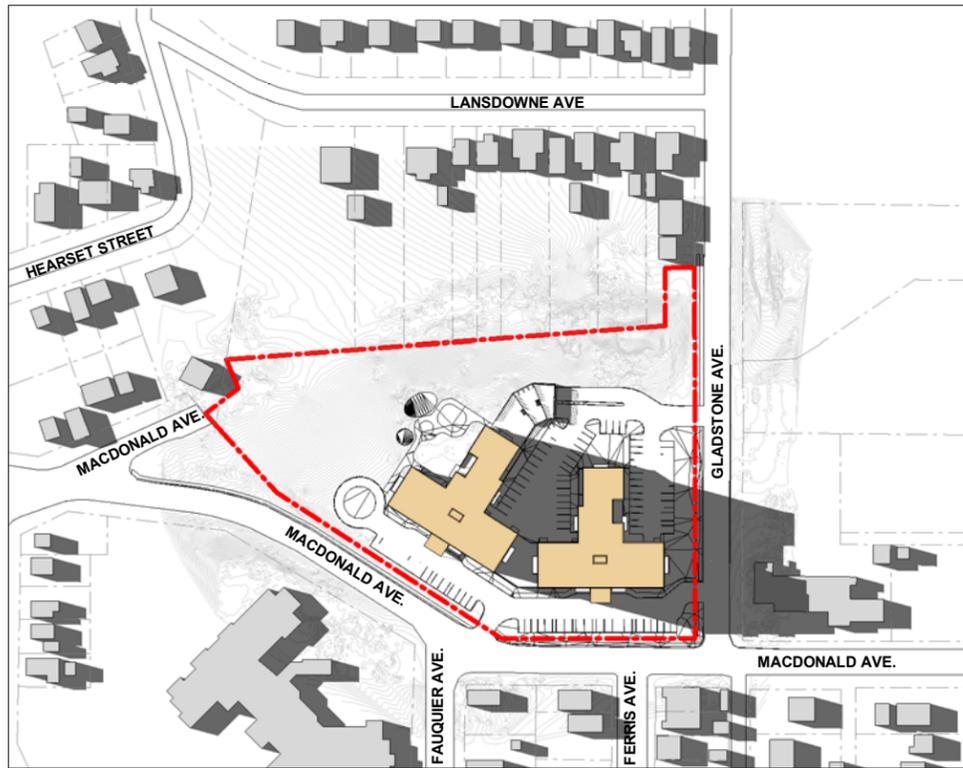
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21 JUNE 4:18PM



21 JUNE 5:18PM



21 JUNE 6:18PM

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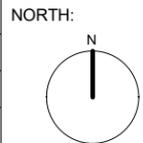
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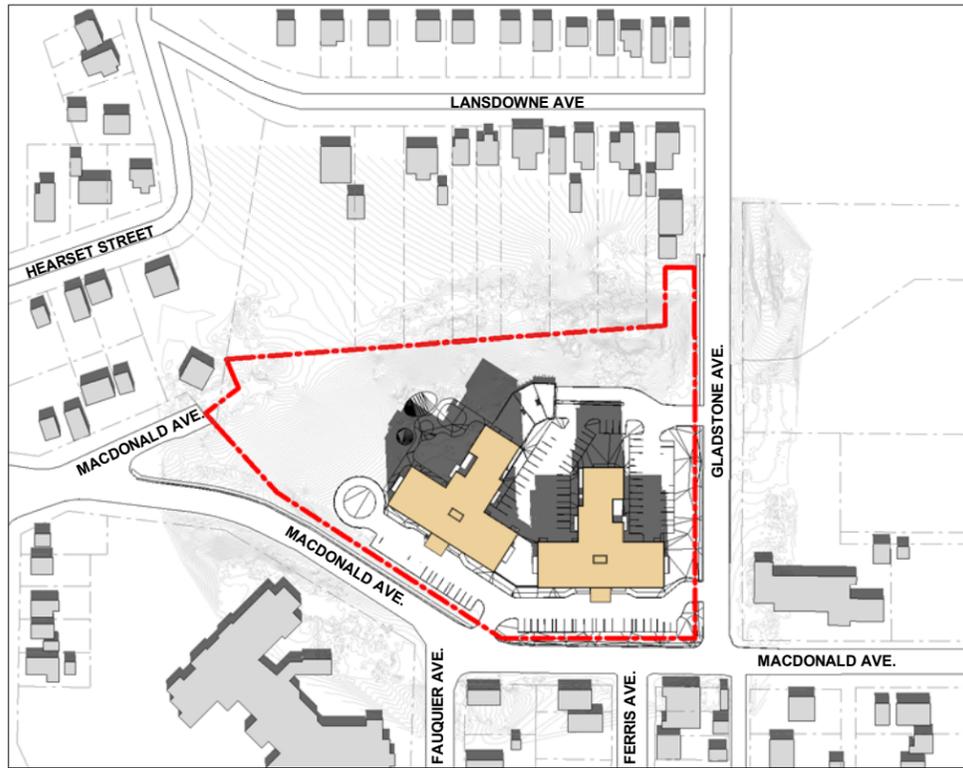
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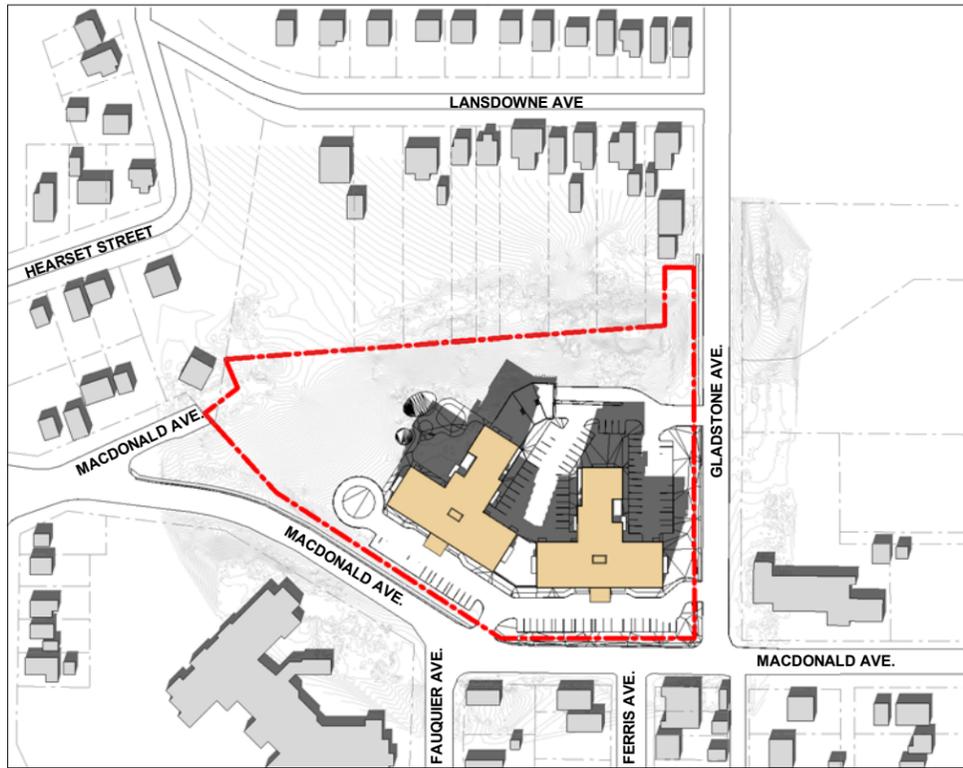
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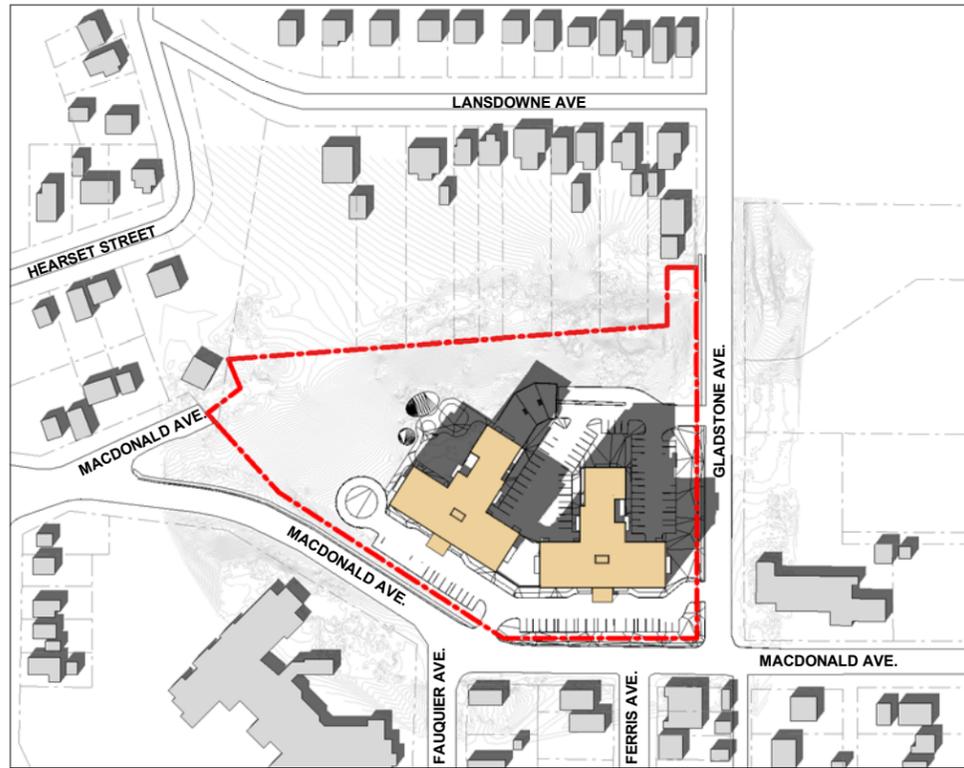
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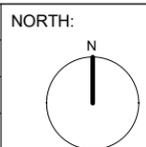
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21 SEPTEMBER 3:18PM



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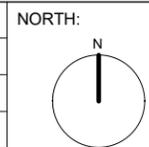
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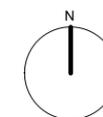
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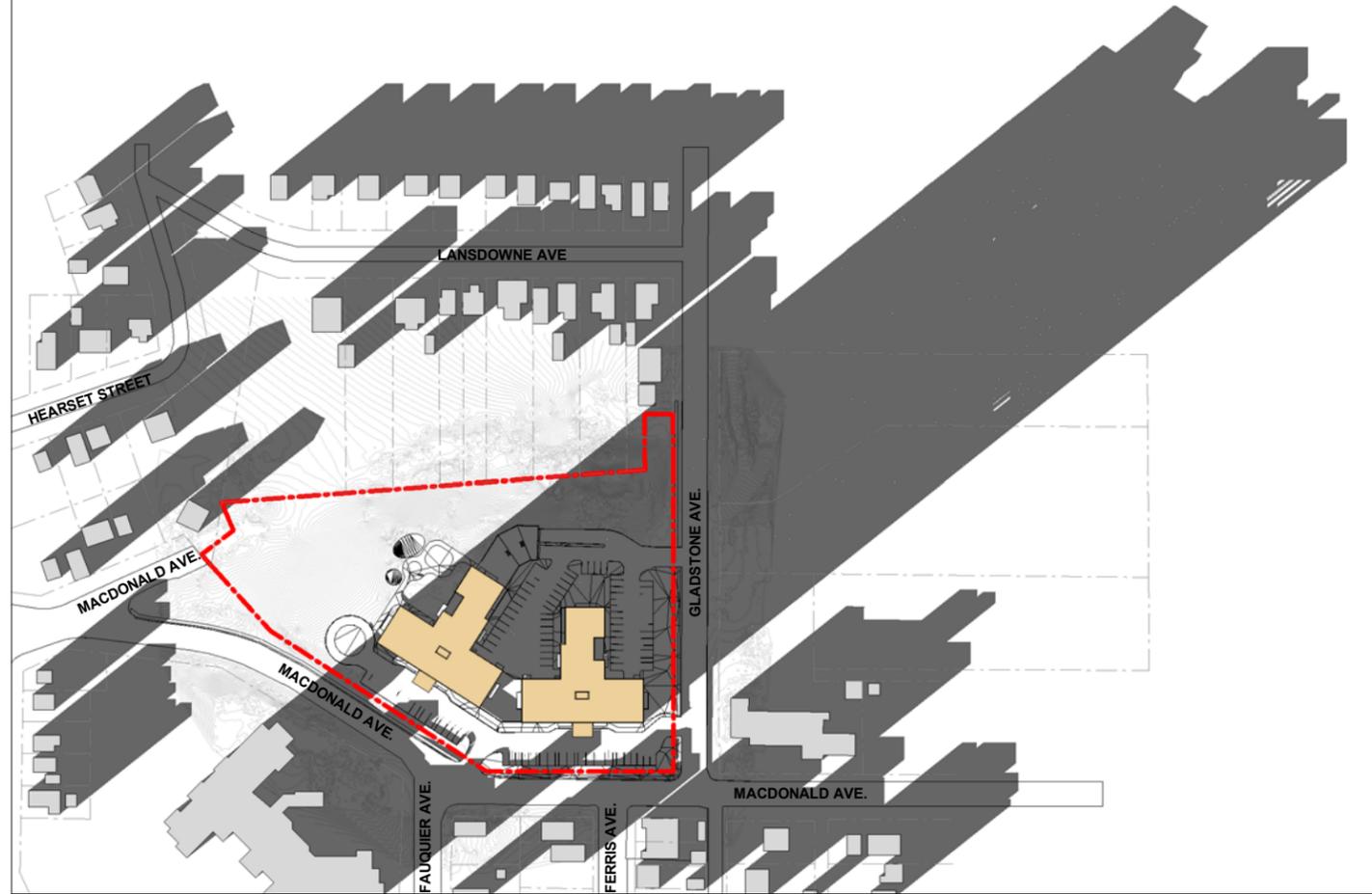


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DRAWING TITLE

SUN/SHADOW STUDY - DECEMBER

No.	Date:	Issued / Revision:	By:

Page 115 of 304

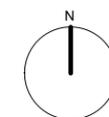
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SCALE	1 : 3000
PROJECT NO.	24027
DATE	DECEMBER 2024
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Planners | Surveyors | Biologists | Engineers

February 10, 2025
19-1108

The Corporation of the City of Sault Ste. Marie
Department of Engineering and Planning
Level V – Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

**Attention: Maggie McAuley, P. Eng.
Manager, Design and Transportation Engineering**

**Re: Sanitary Sewer Study Memo
22 MacDonald Ave. Apartment Buildings
MacDonald Avenue, Sault Ste. Marie, ON**

Ms. McAuley

We have concluded our downstream analysis of the sanitary sewer system serving the above-noted proposed development consisting of two 9-storey apartment buildings with a total of 220 units. This study examines the Pim Street Sanitary Drainage Area with the addition of the proposed MacDonald Ave. Apartment Building Development. (See attached overall plan on SK1).

Sanitary Sewer System Analysis

This drainage study focuses on the area starting from manhole #5473 on Fauquier Avenue (south of the proposed development) to manhole #827 at the intersection of Pim Street and Queen Street. The downstream study was concluded at manhole #827 as the sewer splits eastwards and southward, and generally is part of the trunk sewer system which is influenced and collected by the Pim Street Pumping Station.

This analysis is based on the assumption that the apartment buildings include 220 units with an average of 1.6 persons per unit, therefore adding a population flow to the sanitary system of 1.83 L/s excluding infiltration. The Pim Street Sanitary Drainage Area is approximately 113 hectares.

Flow monitoring data for the Pim Street Pump Station completed in 2017 and 2018 indicates a peak design flow of 1290 L/s. Comparing peak flow data to population flow for all sanitary drainage areas feeding the Pim Street Pump Station allowed for TULLOCH to estimate an infiltration flow rate of 1.0 L/ha.s., which is similar to the conclusion presented in Section 6.4.2: Extraneous Flows, from the report titled "Sault Ste. Marie Sewage Report, 1977", prepared by Proctor and Redfern Ltd.

The MacDonald Ave. Apartment Building Development adds approximately 352 persons to the population contributing to the Pim Street sanitary sewer drainage area and system.

The sanitary sewer network along the drainage path to the Pim Street pump station was analyzed for capacity. The contributing areas and drainage path are depicted in the attached drawings SK1 and SK2. Pipe network data was obtained from City GIS data and input into the attached sewer design sheet. Population-generated flows and infiltration flows were combined to determine the peak design flow, which was then compared to the sewer capacity.

Conclusion

Based on the analysis of the downstream sewer, the development contributes relatively minor sewage flows to the downstream pipe network. As indicated in the Sanitary Sewer Design Sheet, no downstream pipe exceeds 70% of its computed capacity, and the velocities remain within an acceptable range of 0.6 m/s to 6.0 m/s.

We are therefore of the opinion that the downstream sanitary sewer infrastructure has sufficient capacity to support the proposed development.

Closure

We trust that the information in this report will be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this project, TULLOCH would be pleased to provide assistance.

Sincerely,



Niraj Neupane
Engineering Intern

cc. **John McDonald, P.Eng.**
Project Manager, Principal

Encl. 3

SANITARY SEWER DESIGN SHEET
PROJECT: 19-1108 MacDonald Ave. Apartments - Pim Street Drainage Area
Post-Development Peak Flows

Design:	NN	q = average daily flow	450 L/cap.day	$M = 1 + 14/(4+P^{0.5})$
Checked:	J. McDonald	l = peak extraneous flow	0.22 L/ha.s (new areas)	(where P is population in 1000's)
Date:	10-Feb-25	l = peak extraneous flow	1.0 L/ha.s (exist. Areas)	$Q(p) = PqM/86.4$ (L/s)
Rev.		M = peaking factor		$Q(i) = IA$ (L/s)
		Q(p) = peak population flow (L/s)		(where A = area in hectares)
		Q(l) = peak extraneous flow (L/s)		$Q(d) = Q(p) + Q(i)$
		Q(d) = peak design flow (L/s)		

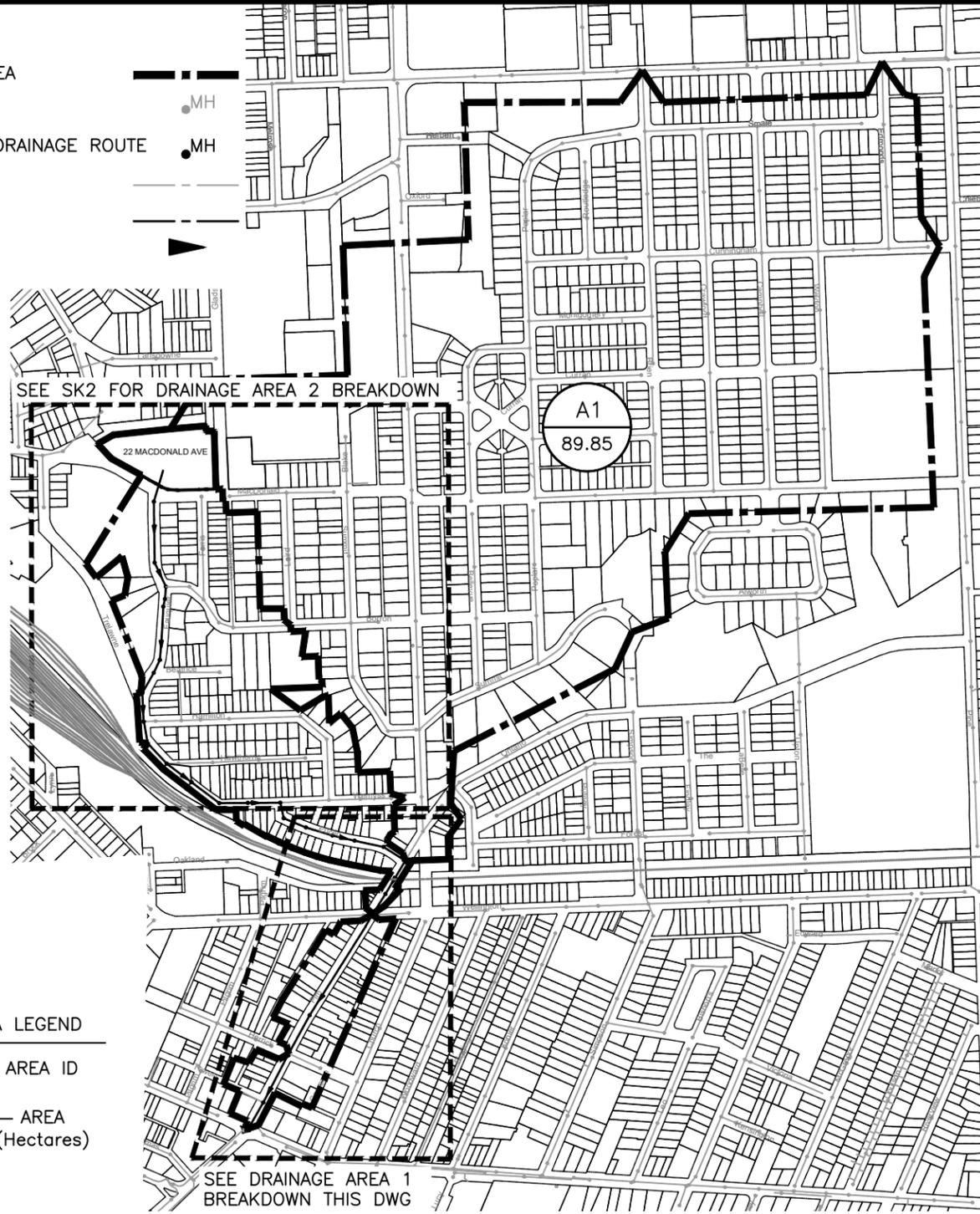
Population estimates based on 3.2 people/house, 1.6 people/apartment and 12 people/ha for commercial

Location		Individual		Cumulative		Peaking	Pop.	Peak	Peak	Proposed Sewer									
Street	From	To	Pop.	Area	Pop.	Area	factor	flow	extraneous	Design	Length	Pipe	Type	Grade	Capacity	Full	Actual	Qd/Qc	
	(MH)	(MH)		(ha)		(ha)	M	Q(p)	flow Q(i)	flow	(m)	size	of	(%)	(L/s)	flow	velocity	(%)	
								(L/s)	(L/s)	(L/s)		(mm)	pipe		(n=0.013)	velocity	@ Q(d)		
																(m/s)	(m/s)		
Fauquier Ave.	5473	5626	512	2.96	512	2.96	3.97	10.6	3.0	13.5	110.0	250		0.53	43.3	0.88	0.78	31.3	
Fauquier Ave.	5626	38093	6	0.35	518	3.31	3.97	10.7	3.3	14.0	39.9	250		1.87	81.3	1.66	1.24	17.2	
Fauquier Ave.	38093	38094	312	4.76	830	8.07	3.85	16.7	8.1	24.7	20.4	250		1.54	73.8	1.50	1.47	33.5	
Fauquier Ave.	38094	38095	0	0.00	830	8.07	3.85	16.7	8.1	24.7	10.4	250		8.05	168.7	3.44	2.72	14.7	
Fauquier Ave.	38095	5441	10	0.76	840	8.83	3.85	16.8	8.8	25.7	113.7	200		8.49	95.6	3.04	2.80	26.9	
Fauquier Ave.	5441	5363	0	0.02	840	8.85	3.85	16.8	8.9	25.7	23.9	200		5.81	79.1	2.52	2.42	32.5	
Fauquier Ave.	5363	SAN A	6	0.02	846	8.87	3.85	17.0	8.9	25.8	39.3	200		2.09	47.4	1.51	1.19	54.5	
Wemyss St.	SAN A	SAN B	6	0.20	853	9.07	3.84	17.1	9.1	26.1	45.4	250		1.08	61.8	1.26	0.92	42.3	
Wemyss St.	SAN B	SAN C	179	2.79	1032	11.86	3.79	20.4	11.9	32.2	35.9	300		0.25	48.4	0.68	0.60	66.7	
Wemyss St.	SAN C	SAN D	6	0.80	1038	12.66	3.79	20.5	12.7	33.2	51.7	300		0.25	48.4	0.68	0.60	68.6	
Wemyss St.	SAN D	SAN E	83	1.38	1122	14.04	3.77	22.0	14.0	36.0	49.6	375		0.24	85.9	0.78	0.59	42.0	
Wemyss St.	SAN E	SAN F	3	0.28	1125	14.32	3.77	22.1	14.3	36.4	55.7	375		0.25	87.7	0.79	0.60	41.5	
Wemyss St.	SAN F	SAN G	19	0.24	1144	14.56	3.76	22.4	14.6	37.0	53.1	375		0.24	85.9	0.78	0.60	43.0	
Wemyss St.	SAN G	SAN H	16	0.43	1160	14.99	3.76	22.7	15.0	37.7	53.2	375		0.24	85.9	0.78	0.60	43.9	
Euclid Rd.	SAN H	58594	86	2.18	1246	17.17	3.74	24.3	17.2	41.4	25.3	375		1.00	175.3	1.59	1.40	23.6	
Euclid Rd.	58594	58595	45	0.67	1291	17.84	3.73	25.1	17.8	42.9	40.4	375		0.40	110.9	1.00	0.98	38.7	
Euclid Rd.	58595	58596	0	0.00	1291	17.84	3.73	25.1	17.8	42.9	46.0	375		0.40	110.9	1.00	0.98	38.7	
Euclid Rd.	58596	58597	38	0.63	1330	18.47	3.72	25.7	18.5	44.2	37.8	375		0.40	110.9	1.00	0.99	39.9	
Euclid Rd.	58597	58598	0	0.00	1330	18.47	3.72	25.7	18.5	44.2	48.5	375		0.40	110.9	1.00	0.99	39.9	
Euclid Rd.	58598	4456	3	0.15	1333	18.62	3.72	25.8	18.6	44.4	45.4	375		0.50	124.0	1.12	1.07	35.8	
Pim St.	4456	38914	1952	90.03	3285	108.65	3.41	58.3	108.7	167.0	64.0	450		3.01	494.6	3.11	2.77	33.8	
Pim St.	38914	38908	6	0.14	3291	108.79	3.41	58.4	108.8	167.2	40.8	450		3.01	494.6	3.11	2.77	33.8	
Pim St.	38908	674	90	1.88	3381	110.67	3.4	59.8	110.7	170.5	198.8	450		1.56	356.1	2.24	2.19	47.9	
Pim St.	674	699	26	0.57	3406	111.24	3.39	60.2	111.2	171.5	71.9	450		2.04	407.2	2.56	2.41	42.1	
Pim St.	699	722	205	1.04	3611	112.28	3.37	63.4	112.3	175.7	93.0	450		1.86	388.8	2.44	2.32	45.2	
Pim St.	722	827	8	0.39	3620	112.67	3.37	63.6	112.7	176.2	45.7	450		1.82	384.6	2.42	2.30	45.8	

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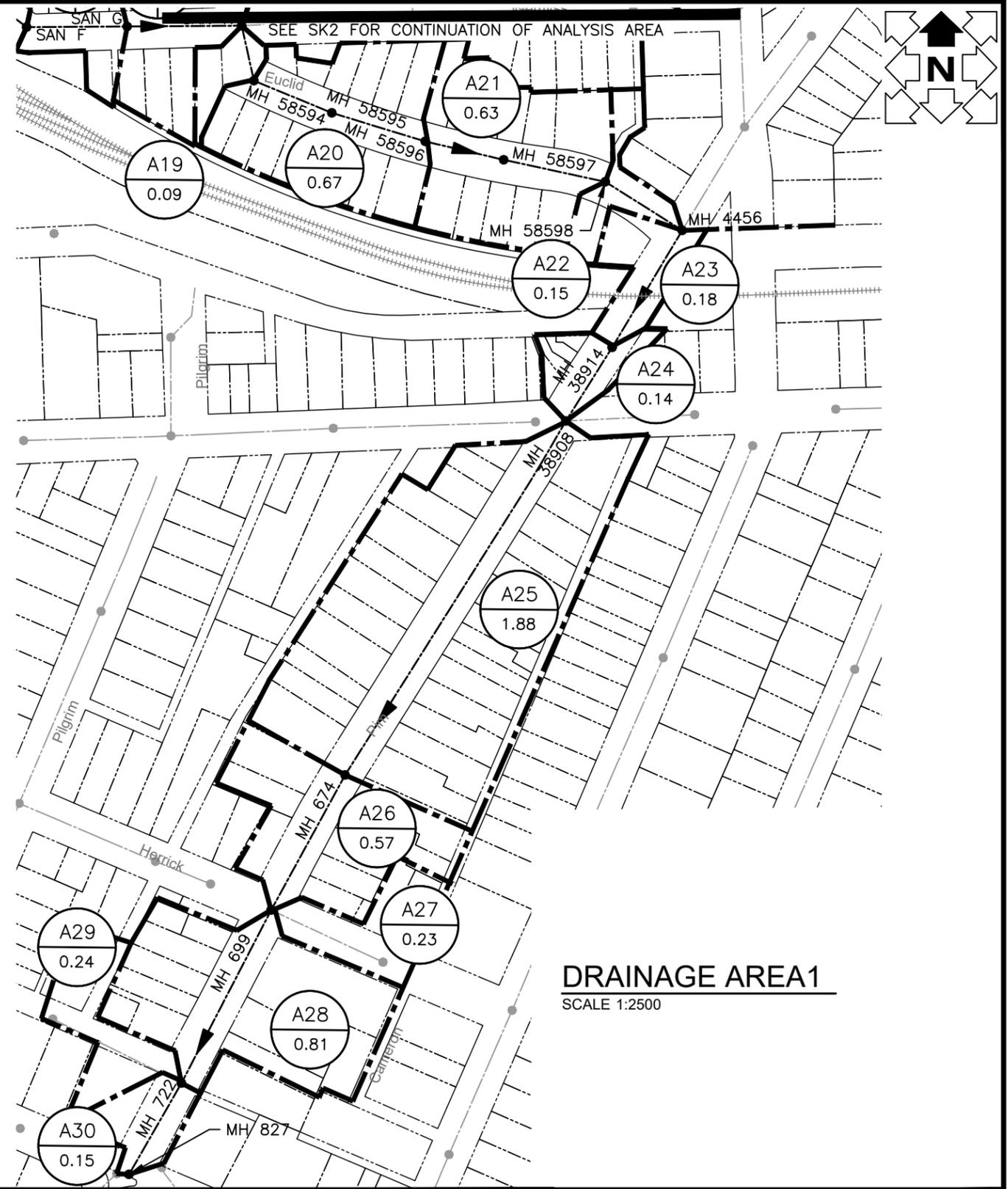
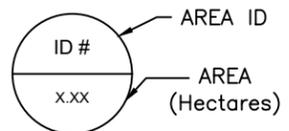
LEGEND

- SANITARY DRAINAGE AREA 
- EX. SAN MANHOLD 
- SAN MANHOLE ALONG DRAINAGE ROUTE 
- EX. SAN PIPE 
- DRAINAGE ROUTE 
- FLOW DIRECTION 



OVERALL PLAN
SCALE 1:10000

SANITARY DRAINAGE AREA LEGEND



DRAINAGE AREA 1
SCALE 1:2500

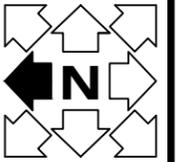
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DRAWING:
SANITARY DRAINAGE AREA

PROJECT:
22 MACDONALD AVE APARTMENT DEVELOPMENT SAULT STE. MARIE, ON

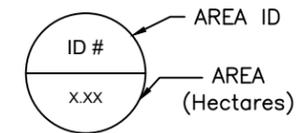
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DESIGNED BY: NN	APPROVED BY: JM	DRAWING No. : SK1
SCALE: AS NOTED	DATE: JAN 22 2025	REVISION No. : 0



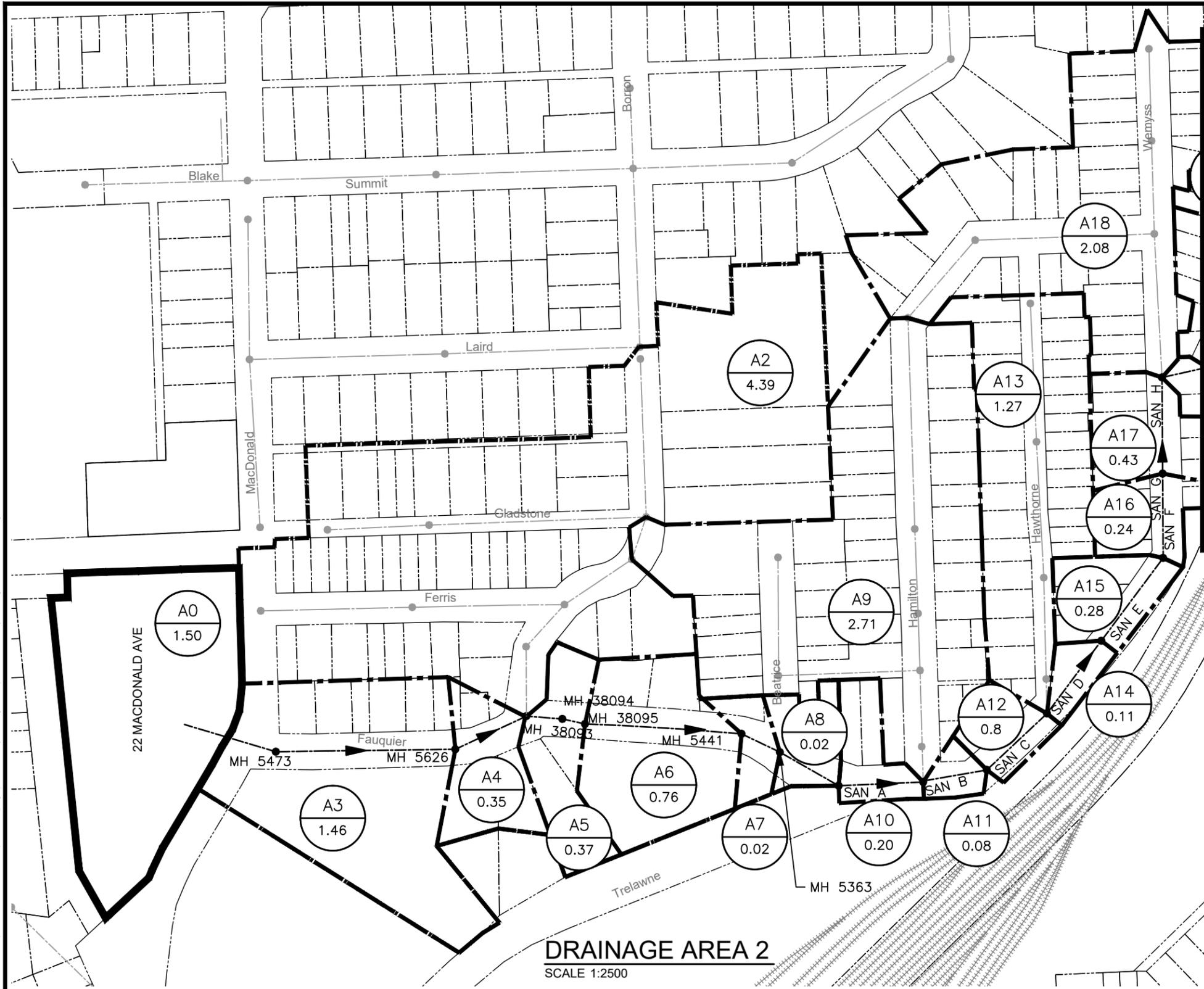
LEGEND

- SANITARY DRAINAGE AREA
- EX. SAN MANHOLD
- SAN MANHOLE ALONG DRAINAGE ROUTE
- EX. SAN PIPE
- DRAINAGE ROUTE
- FLOW DIRECTION

SANITARY DRAINAGE AREA LEGEND



SEE SK1 FOR CONTINUATION OF ANALYSIS AREA



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DRAWING:
SANITARY DRAINAGE AREA

PROJECT:
22 MACDONALD AVE APARTMENT DEVELOPMENT SAULT STE. MARIE, ON

DRAWN BY: KG	CHECKED BY: JM	PROJECT No. : 191108
DESIGNED BY: NN	APPROVED BY: JM	DRAWING No. : SK2
SCALE: 1:2500	DATE: JAN 22 2025	REVISION No. : 0



Planners | Surveyors | Biologists | Engineers

February 10, 2025
19-1108

The Corporation of the City of Sault Ste. Marie
Department of Engineering and Planning
Level V – Civic Centre
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

**Attention: Maggie McAuley, P. Eng.
Manager, Design and Transportation Engineering**

**Re: Preliminary Stormwater Management Memo
22 MacDonald Ave. Apartment Buildings
MacDonald Avenue, Sault Ste. Marie, ON**

Ms. McAuley

Bellex Corporation has retained TULLOCH to prepare this preliminary stormwater management memo in support of a rezoning application for the proposed development located at 22 MacDonald Avenue, Sault Ste. Marie, ON. This memo summarizes the pre-development and preliminary proposed post-development conditions. The intent of this report is to satisfy to the City of Sault Ste. Marie that storm water generated on the site can be managed in accordance with City of Sault Ste. Marie stormwater management policies.

Existing Conditions

At present, the site is undeveloped and has an area of approximately 2.0 ha. The site is currently zoned as High Density Residential (R5) and adjacent properties are zoned Single Detached Residential Zone (R2) and Low-Density Residential Zone (R3). The site is a ravine lot with overland flows draining towards both the north (ravine) and a limited amount towards MacDonald Avenue.

According to the geotechnical investigation, surficial native soils for the study area generally consist of silty clays with slow infiltration rates. The hydrologic soil group, according to the Soil Classification Service Classification System, is estimated as 'C'.

Pre-Development Conditions

The total drainage area is approximately 2.0 hectares, divided into three distinct catchment areas. Sub catchment 100 consists of 1.333 hectares and drains north towards the ravine. Sub catchment 101 consists of a slightly smaller area (0.442 hectares) than sub catchment 100 and drains south towards MacDonald Avenue. Sub catchment 102 (approximately 0.226 hectares) drains east towards Gladstone Avenue. The pre-development drainage areas are shown in attached drawing **SK1**.

Post-Development Conditions

The proposed development will consist of two apartment buildings joined together on the ground floor and a two story underground parking lot. The site will host associated parking lots, paved access roadways, amenity areas and landscape areas. For preliminary analysis purposes, the post-development drainage area has been modeled as three (3) distinct sub-catchment areas. The attached drawing (**SK2**) illustrates the post-development sub-catchment areas.

Pre- and Post-Development Flows

Sub catchment 202 (area approximately 0.40 ha) will remain largely in its original undisturbed vegetated condition, maintaining its natural state similar to the pre-development conditions. The imperviousness levels and runoff coefficient for this area will not change from pre to post-development conditions. Therefore, both qualitative and quantitative management of stormwater will likely not be required.

Sub catchment area 201 (approximately 0.80 hectares) will consist of driveways, parking lots and vegetated surfaces, necessitating stormwater management for both quality and quantity. Peak runoff flows from sub catchment area 201 is proposed to be attenuated by use of traditional underground stormwater chambers (located in the vicinity of the cal-de-sac) with outflows regulated using a control manhole and orifice plate. The stormwater system in this area will consist of storm sewer pipes, catch basins and manholes, StormTech chambers or equivalent storage product, and a control manhole with orifice plate. The peak flows generated from a 2 year up to and including the 100 year return period AES Type II storm will be managed. The Timmins storm will be conveyed to the Gladstone Pond via pipe and to parking lot storage. If overland flow route is required, attenuation and slope protection will be provided.

An Oil and Grit Separator (OGS) will be provided for quality control, adhering to the City of Sault Ste. Marie and MECP's design guidelines. The Sault Ste. Marie Region Conservation Authority will be consulted to determine the required level of TSS removal and the OGS will be sized accordingly. Surface runoff from vegetated areas within sub catchment areas 201 and 202 may be directed toward ravine end near MacDonald Avenue. An outfall to the ravine from the storm water management system will be constructed and designed to ensure erosion along the ravine bank and channel is mitigated.

Sub catchment area 200, at approximately 0.8 hectares in area, contains the bulk of the developed area, consisting of two apartment buildings, driveways and parking lots. Runoff generated in this area will be collected via a storm sewer system. The City of Sault Ste. Marie owns and operates a large stormwater detention and retention pond on the east side of Gladstone Avenue across from the development. We propose to convey the runoff generated in sub catchment area 200 eastward through a pipe network into the existing ravine. Hydraulic modeling of sub catchment area 200 was conducted using PCSWMM 2023 Professional 2D to analyze the peak flow at the outlet of the existing ravine. **Table 1** compares discharge flows from the City SWM pond east of Gladstone from current conditions to proposed conditions (including area 200). Appended to this report are preliminary discharge hydrographs from the stormwater management pond for both pre and proposed post development conditions.

Table 1: Summary of Pre- and Post-Development Flows

Return Period	Total Peak Runoff (m ³ /s)	
	Pre-Development	Post-Development
2-year	4.869	4.865
5-year	5.477	5.478
10-year	5.818	5.820
25-year	6.180	6.180
50-year	6.381	6.386
100-year	6.548	6.547
Timmins Storm	4.869	4.865

While analyzing the summary results, there is a slight variation in peak runoff flows. This variation is due to routing errors or instability in the PCSWMM model. The pre- and post- development SWMM results are attached in **Appendix A** and **Appendix B** respectively.

The results indicate that there will be no increase in peak discharge rates from the pond. Due to the large size of the catchment area of the pond, the runoff from the proposed relatively small development peaks well in advance of the peak inflows from the ponds upstream catchment area and is thus attenuated and discharged prior to the time that the peak discharge from the pond occurs. Additionally, because the discharge occurring at the time of peak discharge from the site remains below the peak discharge rates from the pond, the inlet capacity and downstream receiving capacity of the storm sewer system will therefore be adequate.

An Oil and Grit Separator (OGS) will be provided inside the property line, before the proposed storm sewer pipe crossing Gladstone Avenue to the City's storm water management facility. The OGS will be sized to achieve a 70% TSS removal rate.

Conclusion

Overall, the runoff from sub catchment areas 201 and 202 will be managed and directed towards the MacDonald Avenue drainage system. The runoff from sub catchment area 200 will be directed towards the Pim/Gladstone stormwater management pond, where discharge is controlled through an existing stormwater management pond. We are of the opinion that the industry standard stormwater management techniques can be readily employed to achieve City of Sault Ste. Marie stormwater management requirements for quantity control and quality control for the site can be achieved with the implementation of Oil Grit Separators.

A detailed functional stormwater management design and report will be provided as a part of the future Site Plan Control Application.

Closure

We trust that the information in this report will be found to be complete and adequate for your consideration. Should further elaboration be required for any portion of this project, TULLOCH would be pleased to provide assistance.

Sincerely,

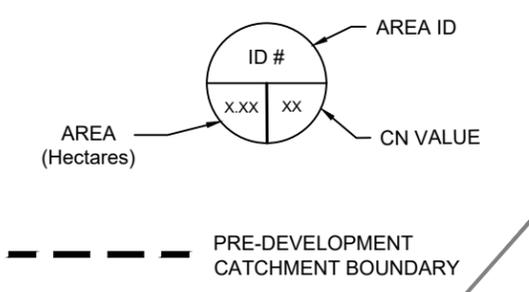


Niraj Neupane
Engineering Intern

cc. **John McDonald, P.Eng.**
Project Manager, Principal
Encl. (5)



PRE-DEVELOPMENT CATCHMENT AREA LEGEND



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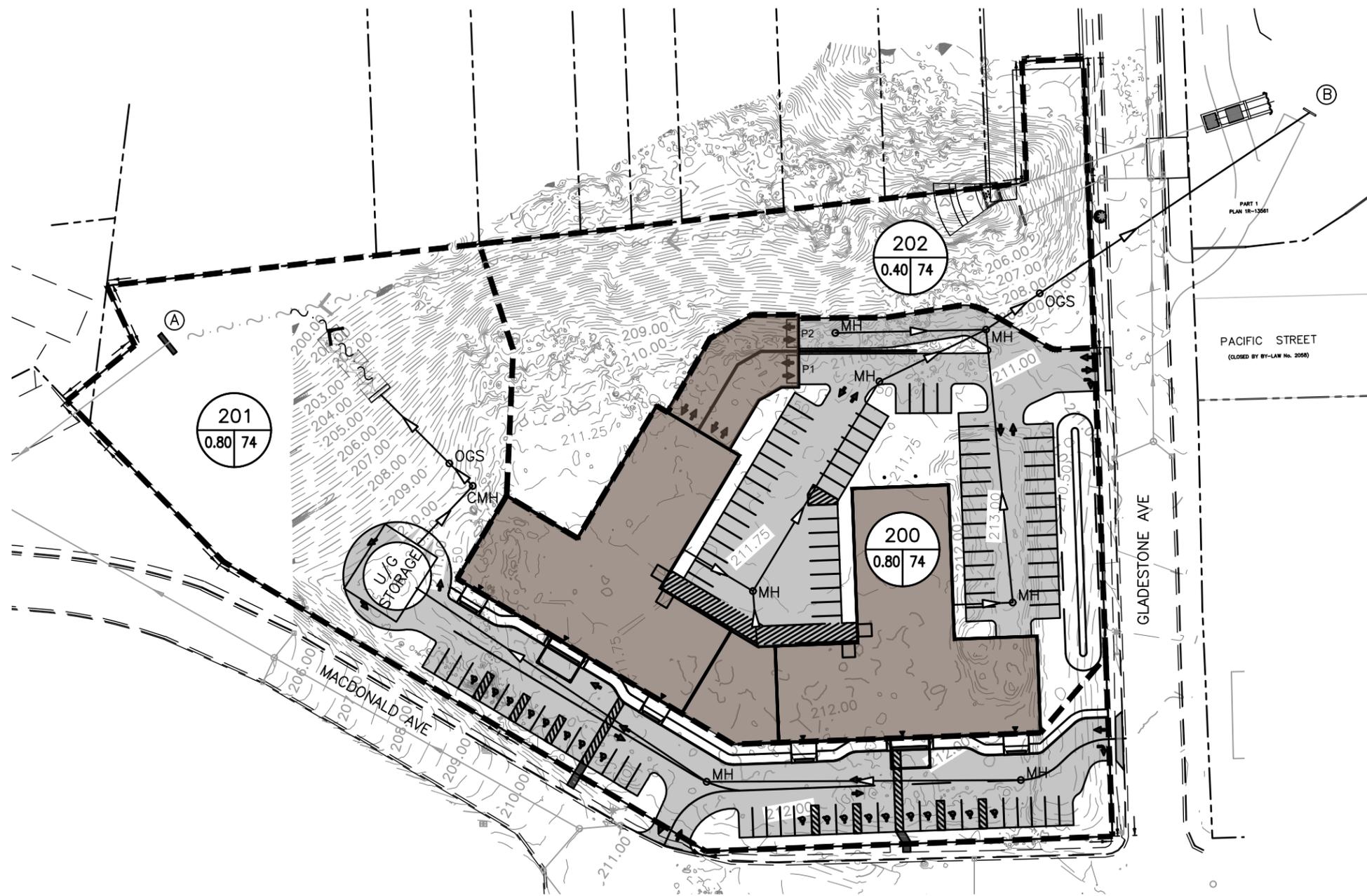
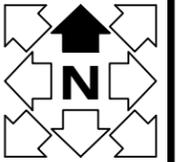
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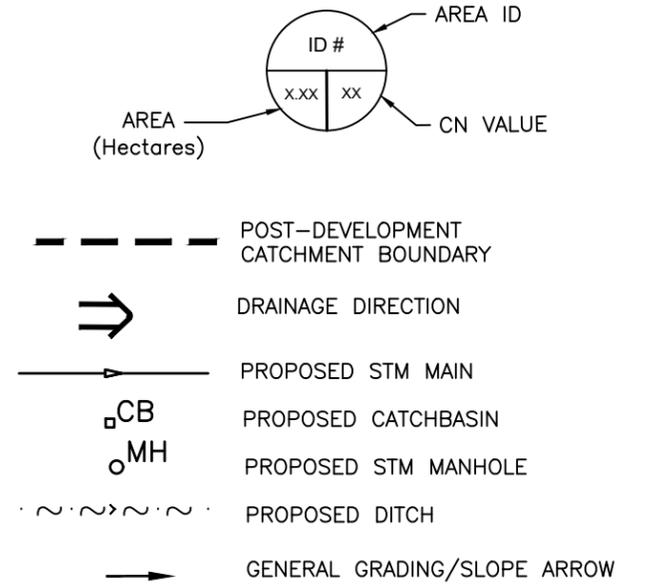
DRAWING:
**PRE-DEVELOPMENT
DRAINAGE AREAS**

PROJECT:
**22 MACDONALD AVE.
APARTMENT DEVELOPMENT
SAULT STE MARIE ON.**

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DESIGNED BY: -	APPROVED BY: JM	DRAWING No. SK1
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POST-DEVELOPMENT CATCHMENT AREA LEGEND



AREA 200 DISCHARGES TO THE PIM/GLADSTONE STORM WATER MANAGEMENT POND WHERE DISCHARGE IS CONTROLLED.

AREA 201 DISCHARGES TO THE RAVINE END PT (A)

AREA 202 DISCHARGES TO THE RAVINE END PT (B)

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POST DEVELOPMENT DRAINAGE AREAS

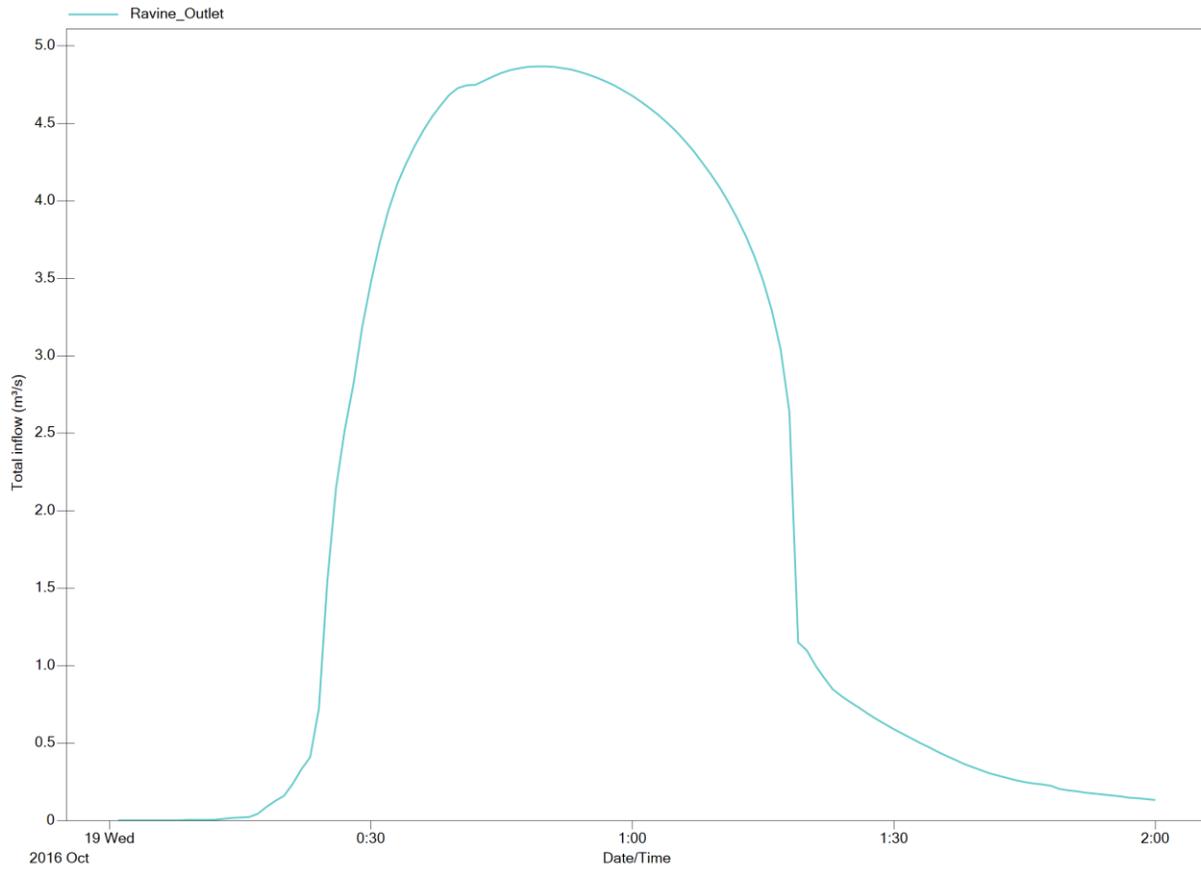
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22 MADONALD AVE APARTMENT DEVELOPEMNT SAULT STE MARIE ,ON

DRAWN BY: KG	CHECKED BY: JM	PROJECT No. : 191108
DESIGNED BY: NN	APPROVED BY: JM	DRAWING No. : SK2
SCALE: 1:1000	DATE: JAN 22, 2025	REVISION No. : 0

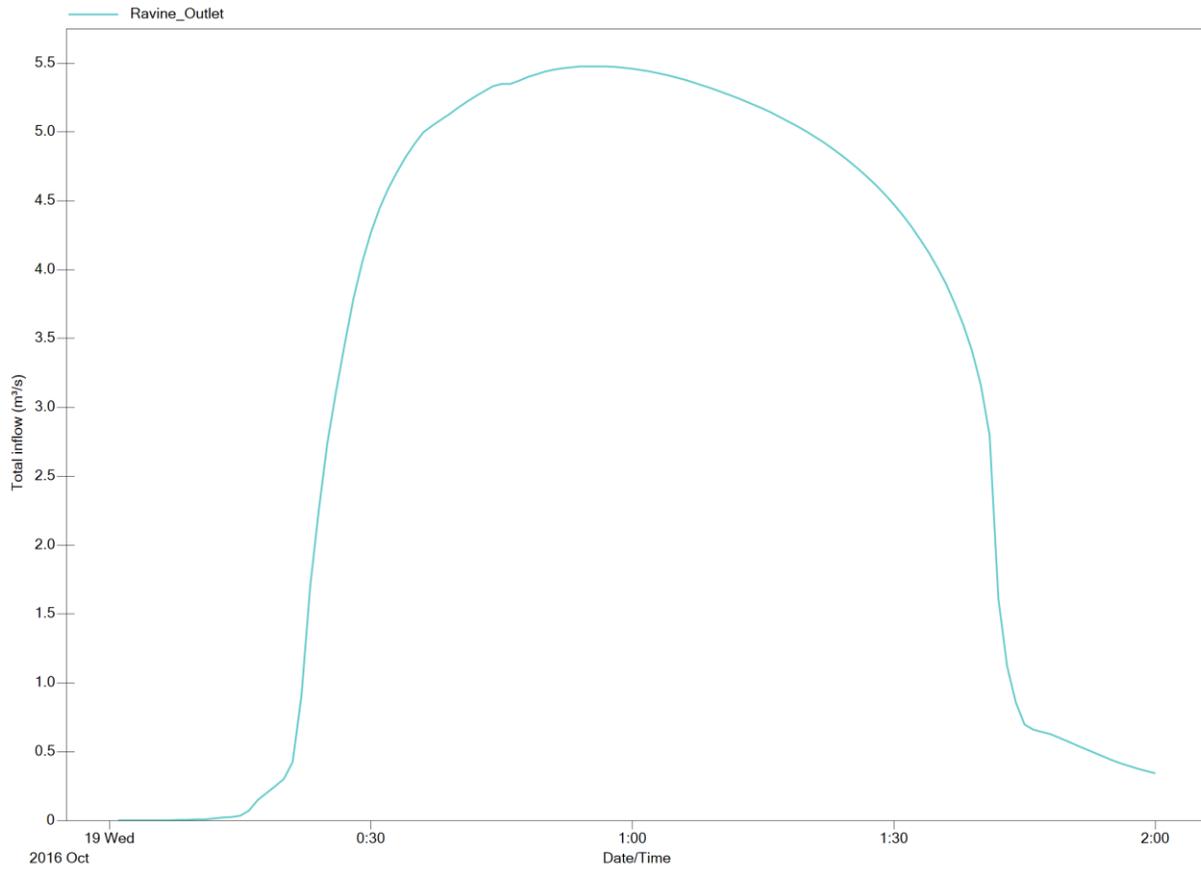
APPENDIX A

Pre-Development SWMM Results

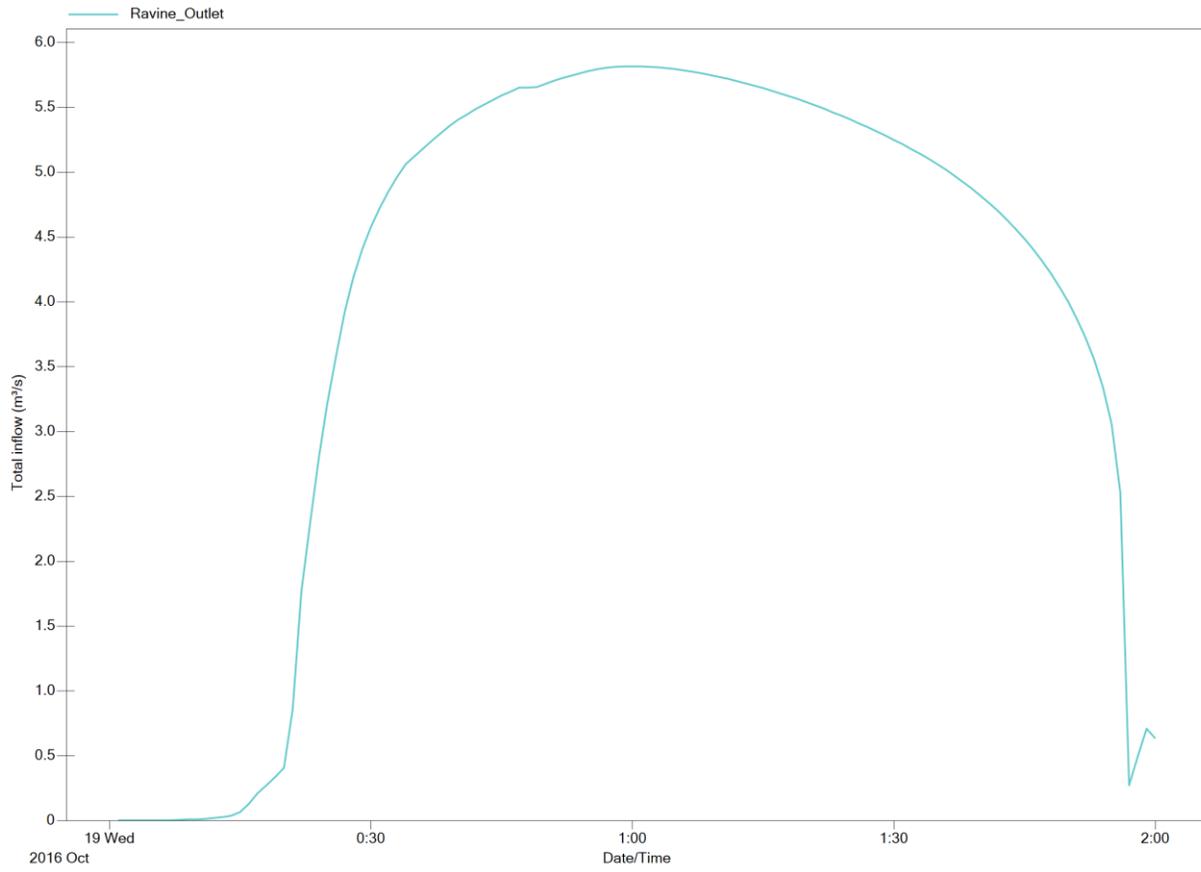
2-Year Return Period Storm Event



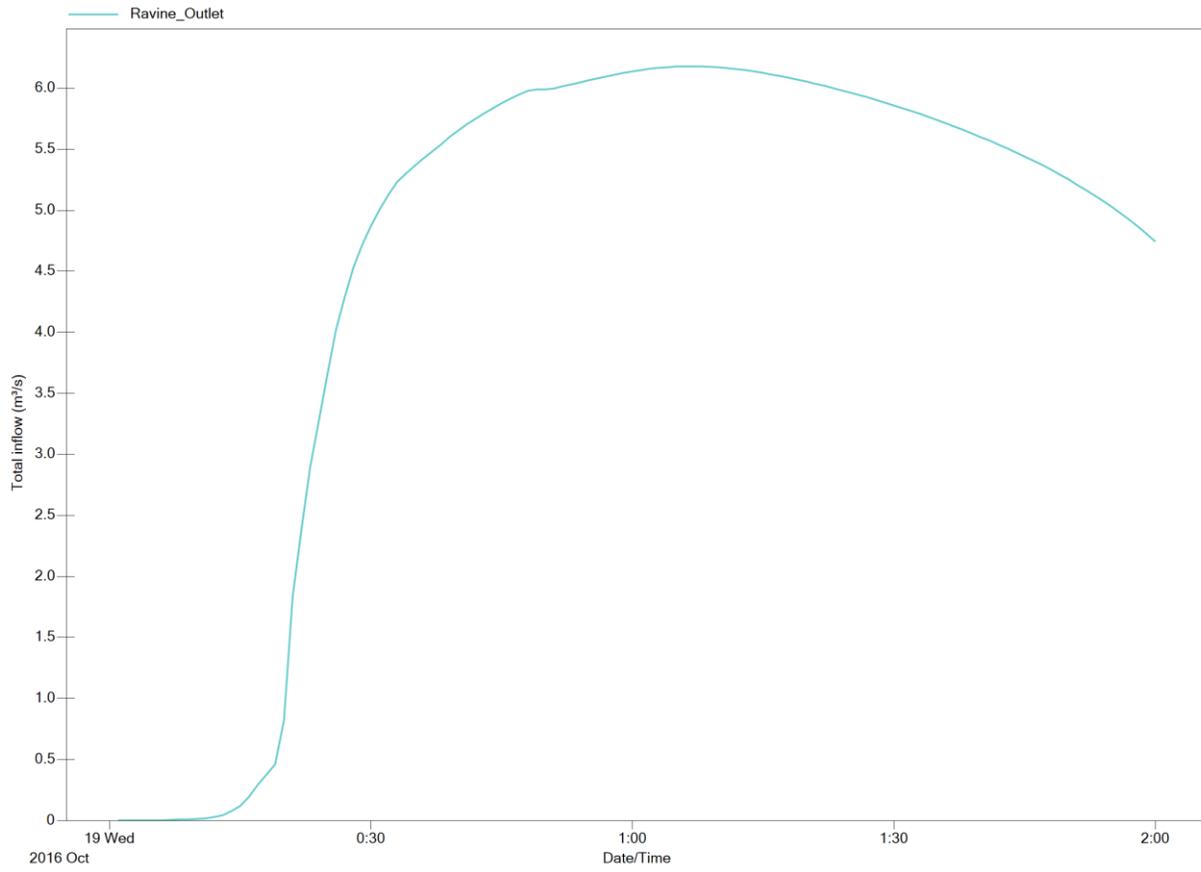
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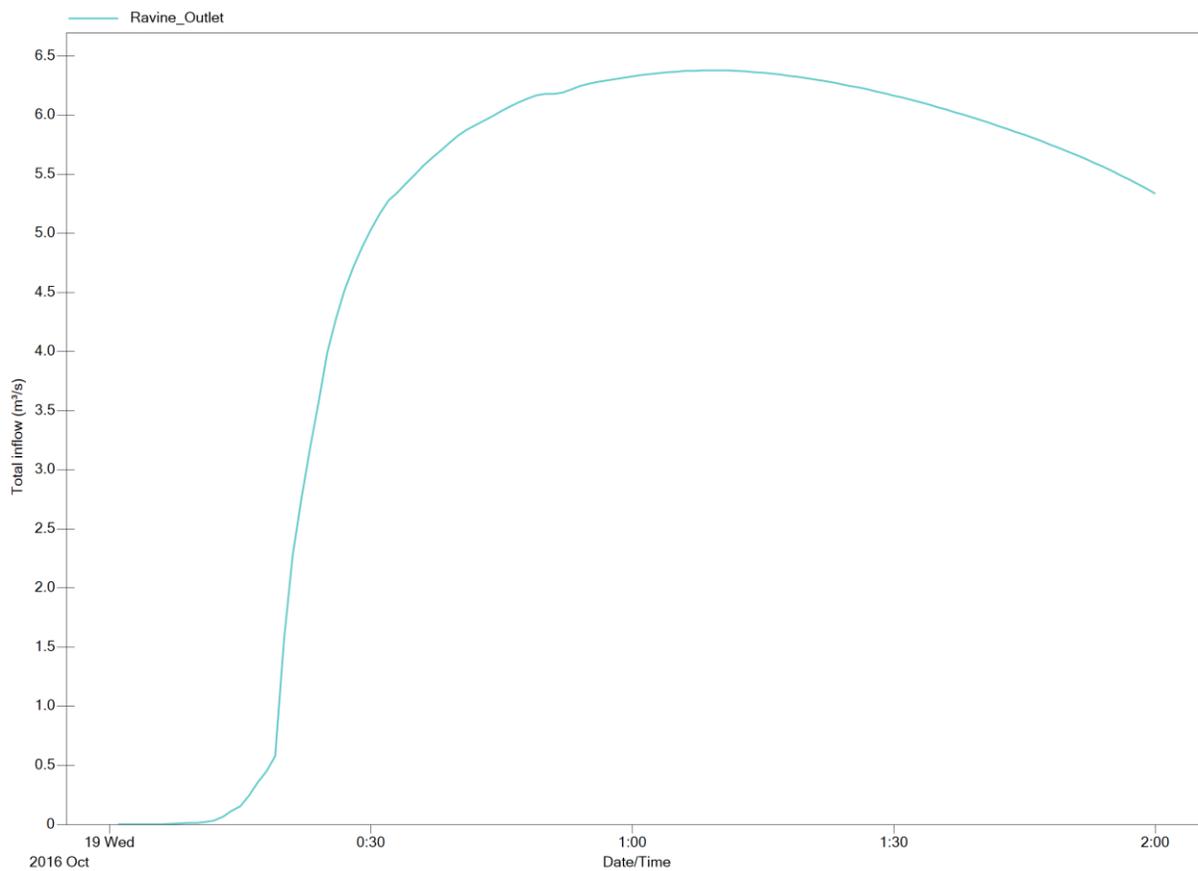
10-Year Return Period Storm Event



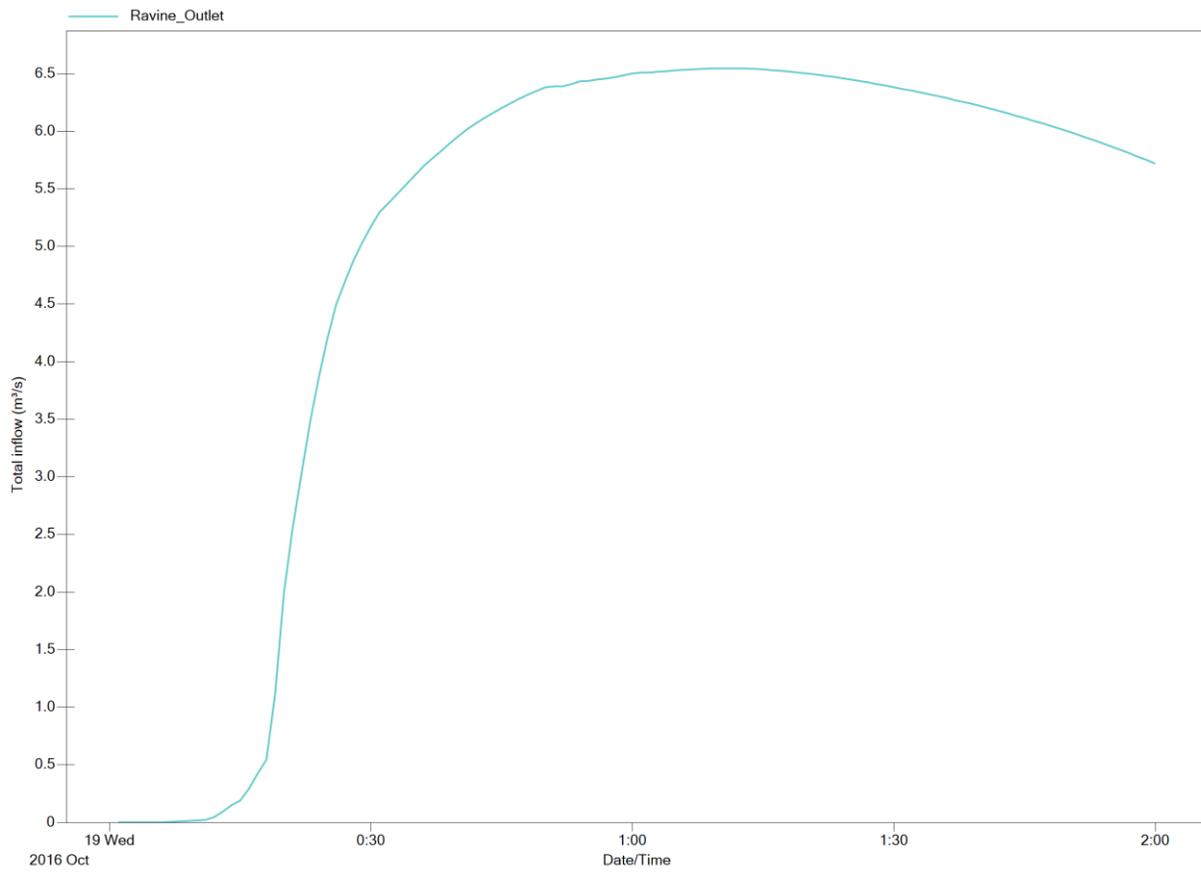
25-Year Return Period Storm Event



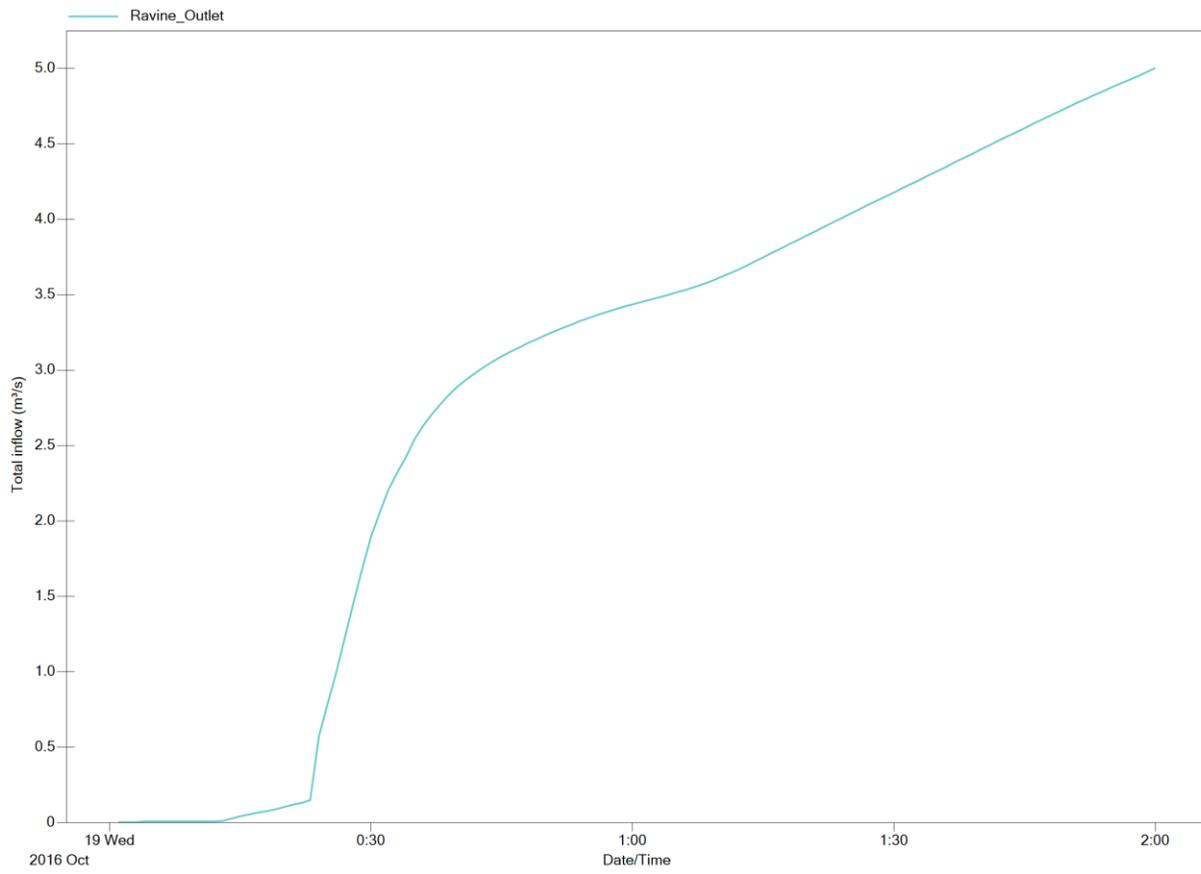
50-Year Return Period Storm Event



100-Year Return Period Storm Event



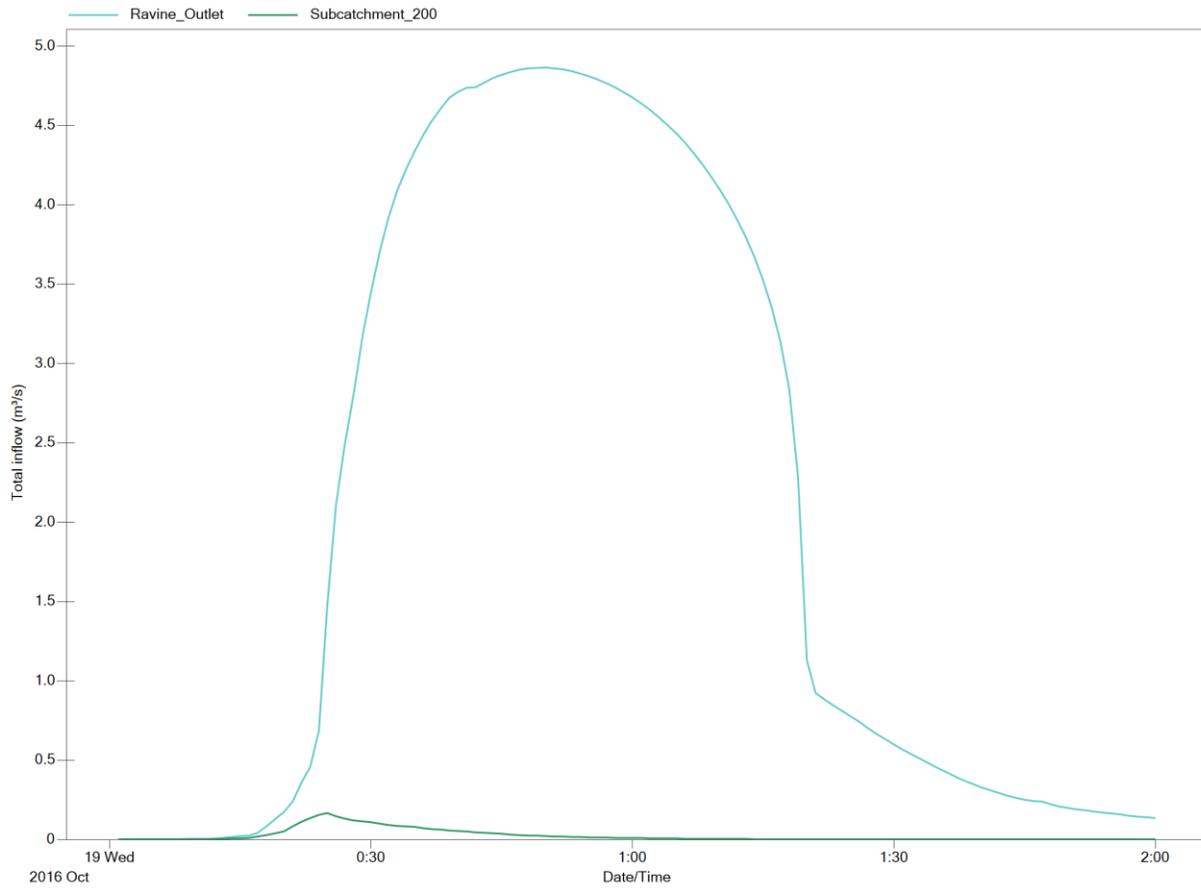
Timmins Storm



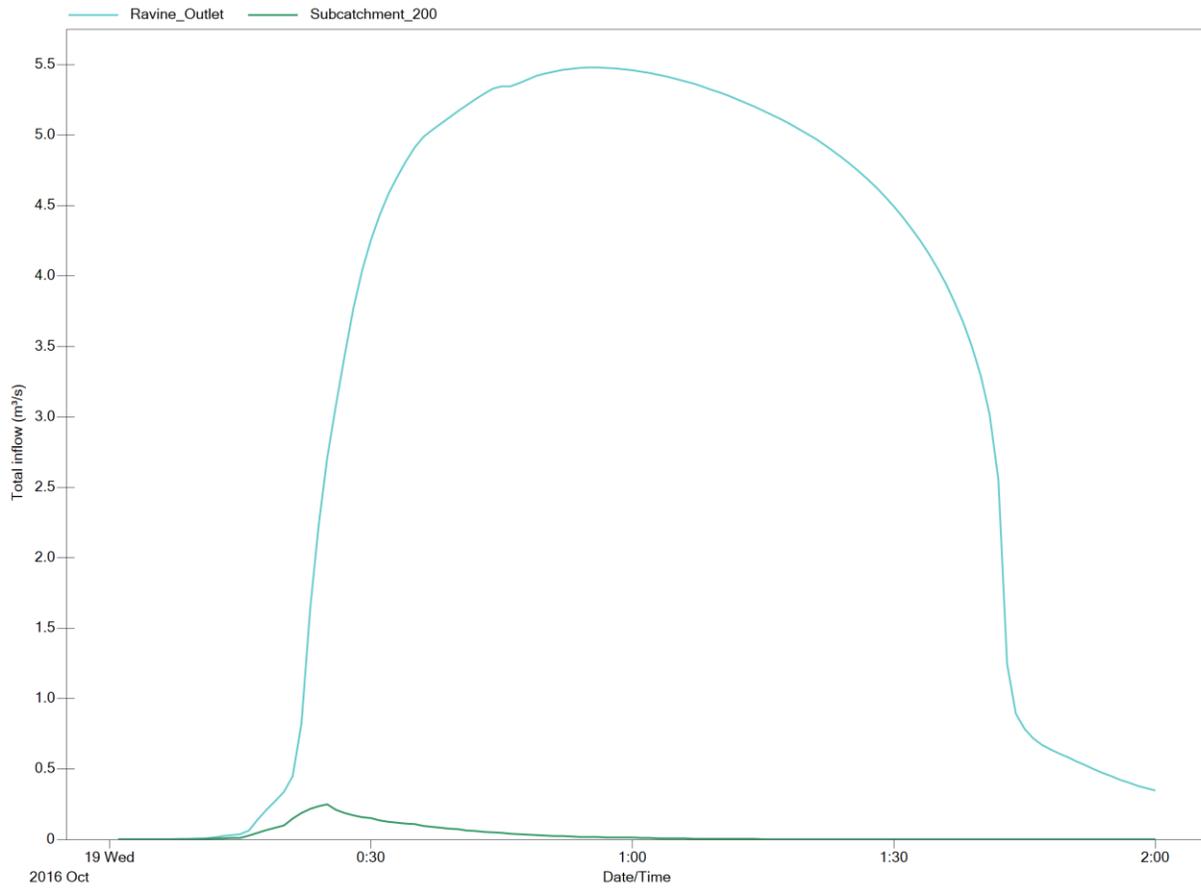
APPENDIX B

Post-Development SWMM Results

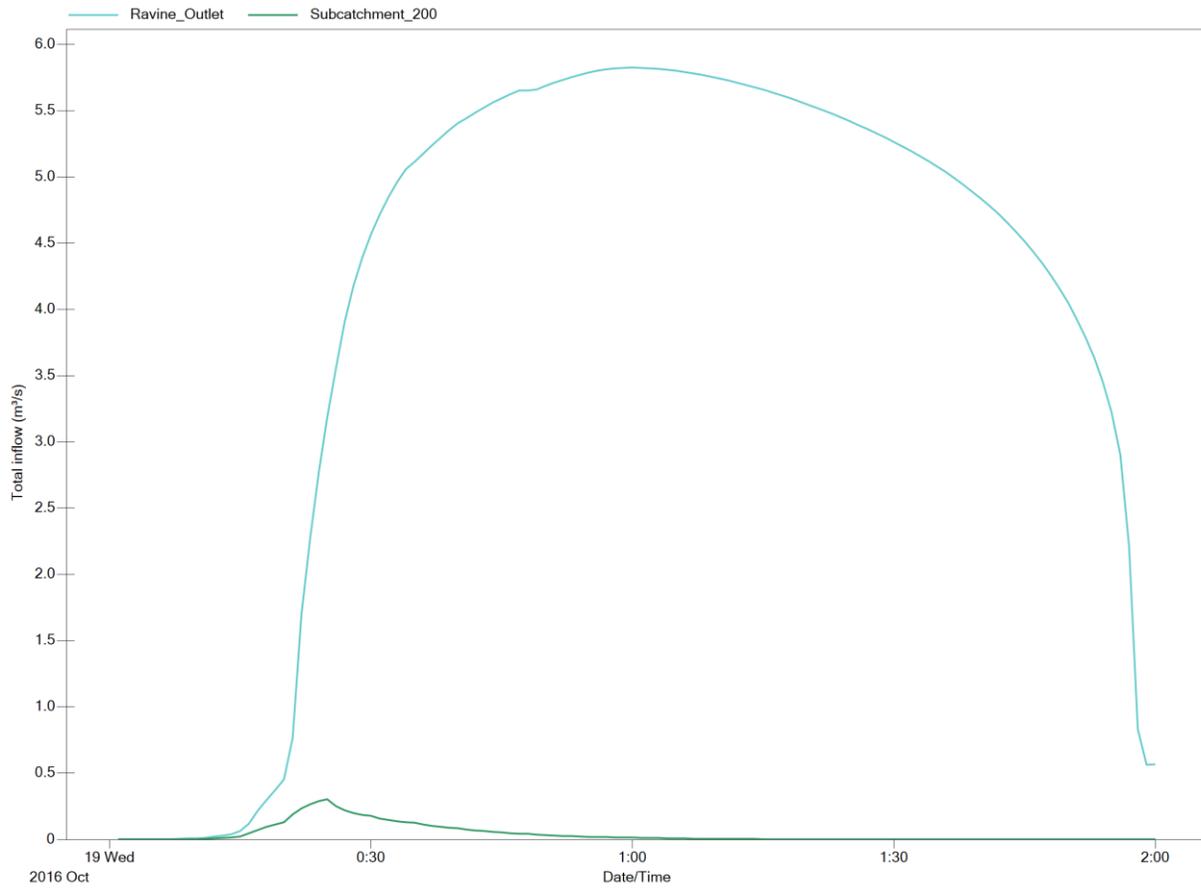
2-Year Return Period Storm Event



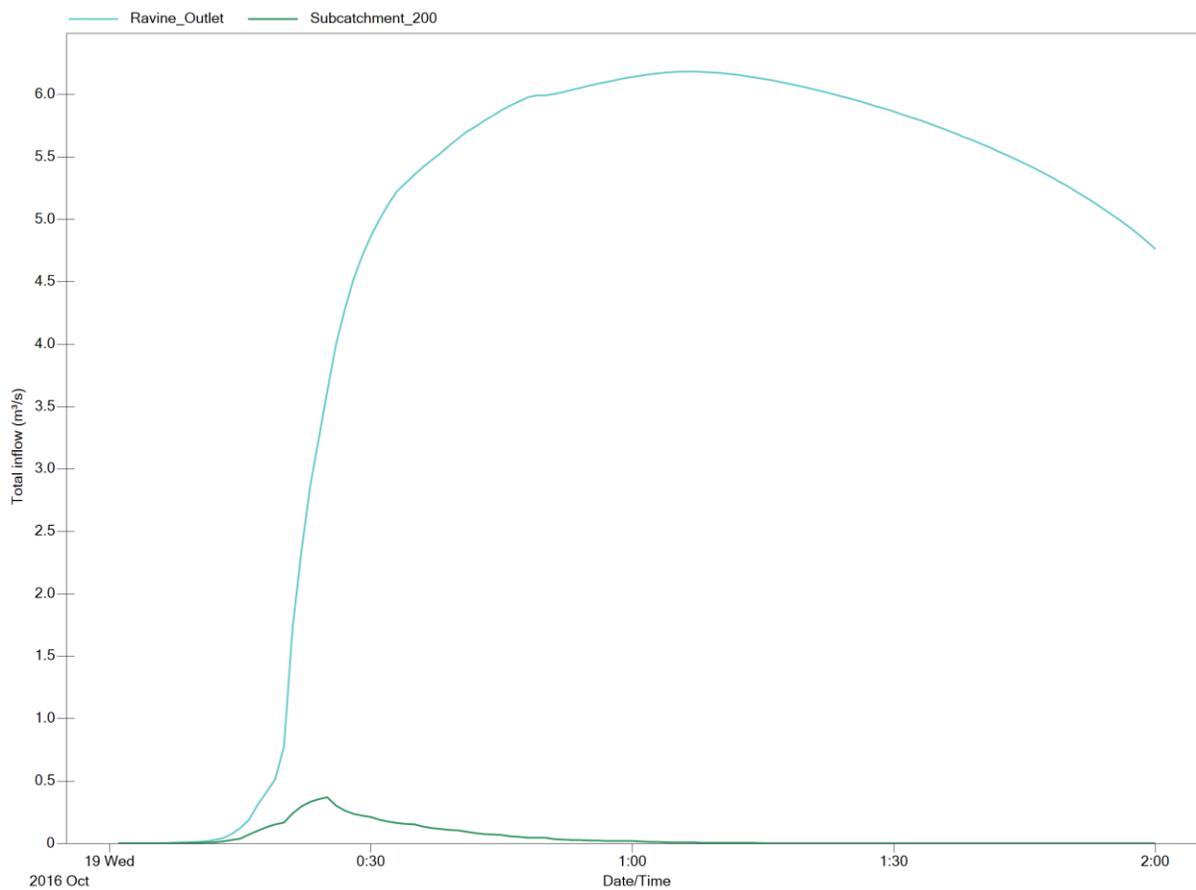
5-Year Return Period Storm Event



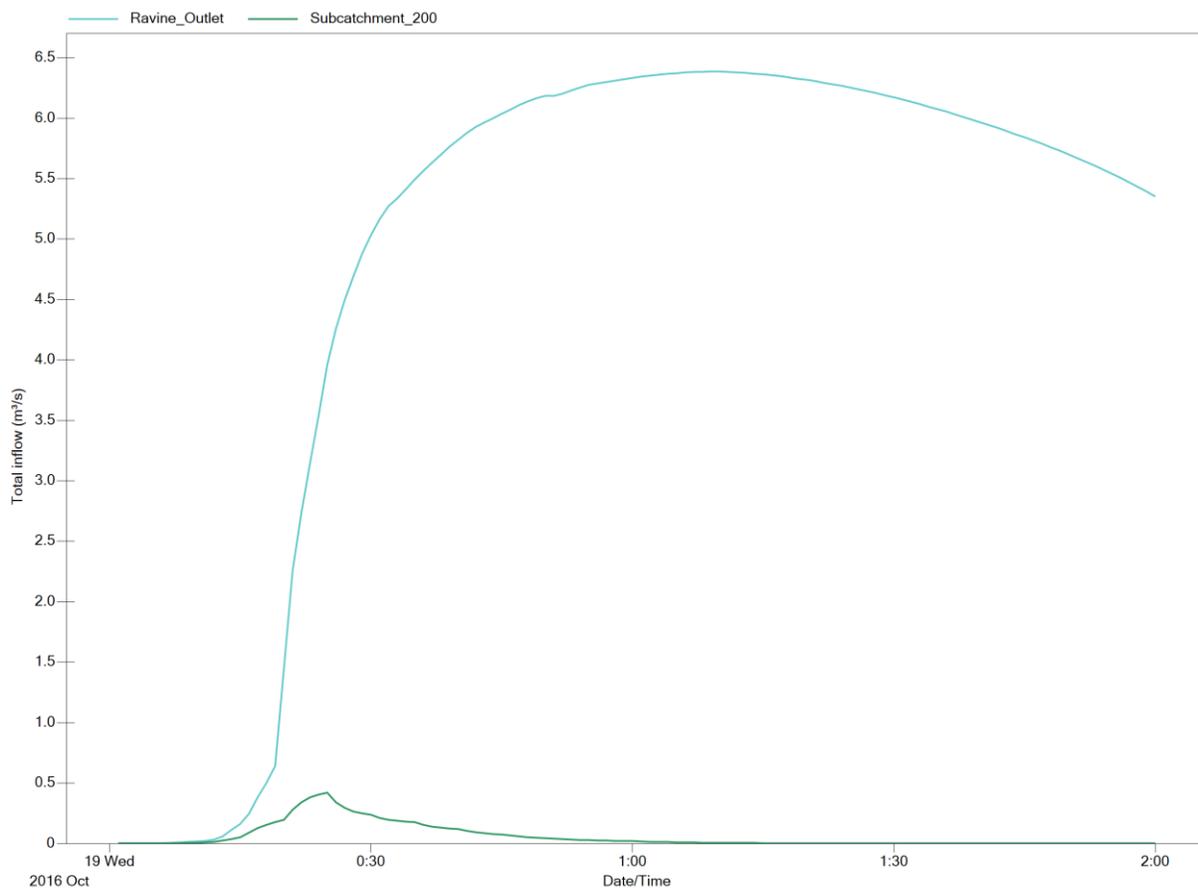
10-Year Return Period Storm Event



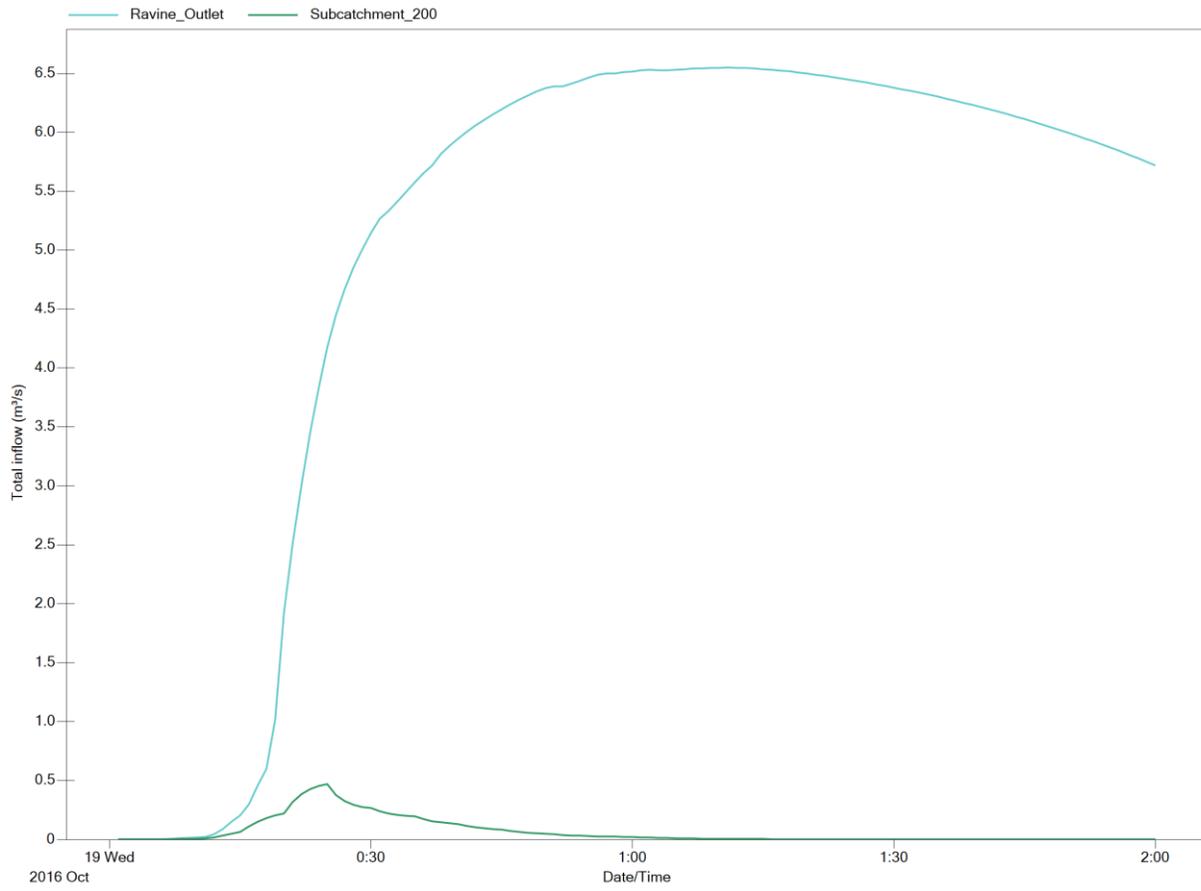
25-Year Return Period Storm Event



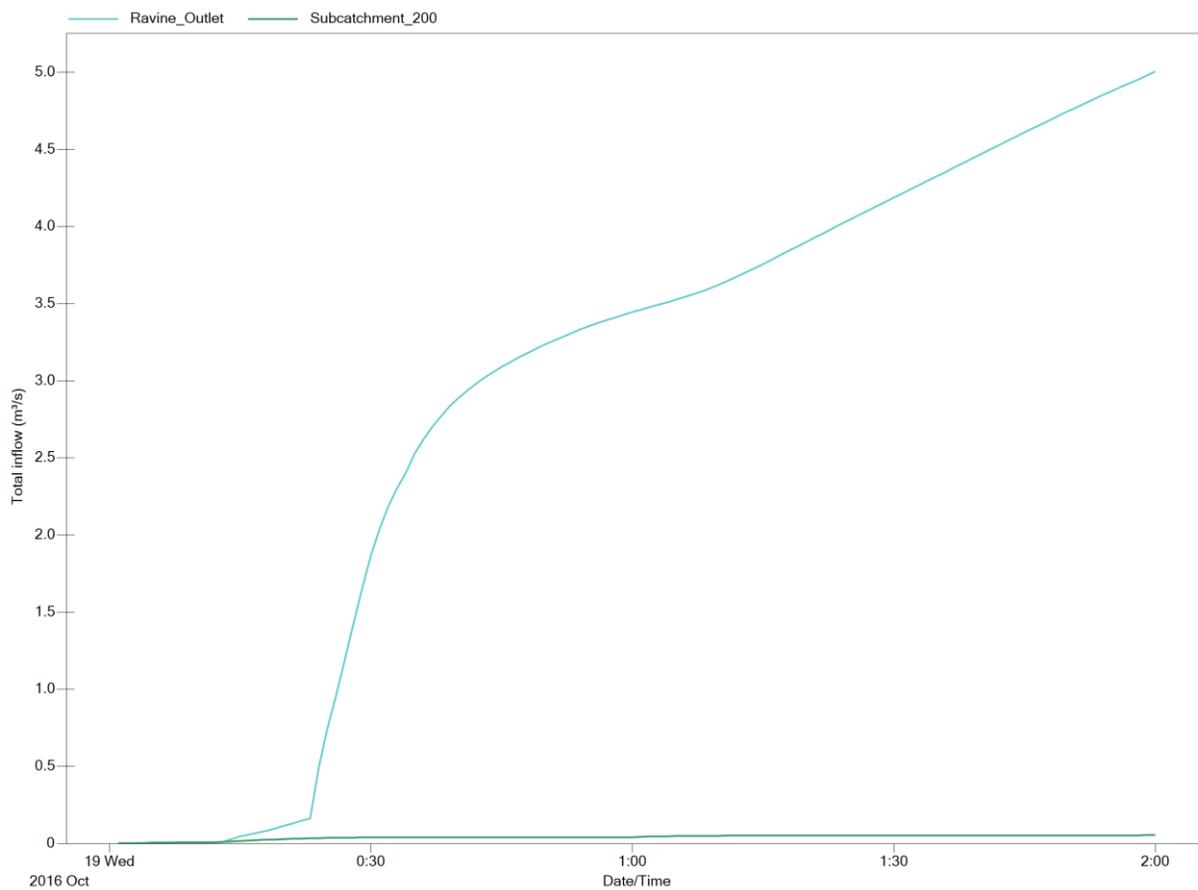
50-Year Return Period Storm Event



100-Year Return Period Storm Event



Timmins Storm



TRAFFIC IMPACT STATEMENT

Presented to: Joe Ruscio, Joe Ruscio Professional Corporation

Project: 22 MacDonald Avenue Traffic Impact Statement (CIMA+ File Number: Z0022811)

From: Jaime Garcia, CIMA+

Date: January 13th, 2025

Subject: 22 MacDonald Avenue Traffic Impact Statement

1. Introduction

CIMA+ Canada Inc. (CIMA+) was retained by Joe Ruscio Professional Corporation to develop a traffic impact statement for a proposed development at 22 MacDonald Avenue, Sault Ste Marie.

The proposed development is in the northwest corner of MacDonald Avenue and Gladstone Avenue. The site location is shown in **Figure 1**.

Currently, the subject site is zoned as "Parks and Recreation" and is proposed to be a "High Density Residential Zone" with an 8-storey, 230-unit apartment.

1.1 Adjacent Roads

The subject site is bounded by two roads: MacDonald Avenue and Gladstone Avenue.

Based on the City of Sault Ste Marie Official Plan Schedule 'D', **MacDonald Avenue** is classified as an **Urban Collector**. It runs east-west and has a two-lane cross section and bounds the subject site on the south.

Gladstone Avenue is a two-lane local road running north-south on the east side of the subject site.

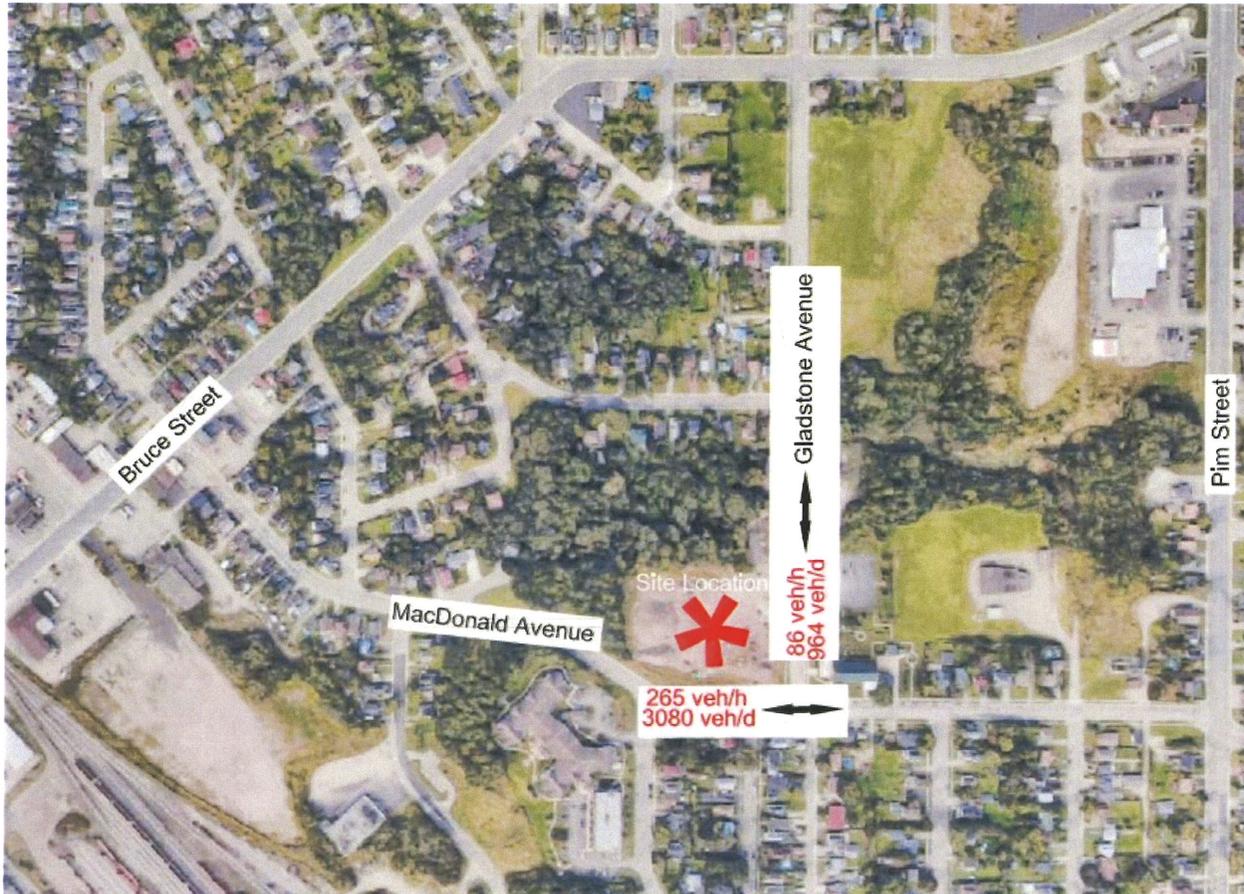


Figure 1 - Site Location

1.2 Existing Traffic Volumes:

Gladstone Avenue:

The City conducted a full day traffic count on Gladstone Avenue from 10:00am June 16, 2011 to 14:00pm June 17, 2011. Based on the traffic count, the highest hourly volume is 86 veh/hr for two directions and occurred between 14:00-15:00. The 24-hour daily traffic volume is 964 vehicles.

MacDonald Avenue:

The City provided a full day traffic count for MacDonald Avenue counted from 14:00pm June 20, 2016 to 22:00pm June 27, 2016. Based on the traffic count, the highest hourly volume is 265 veh/hr for two directions and occurred between 16:00-17:00. The highest 24-hour daily traffic volume is 3080 vehicles.

The existing two-way peak hour and daily traffic volumes are also shown in **Figure 1**.

1.3 Existing Speeds

Gladstone Avenue:

Hourly speeds were measured at the same time as the traffic counts summarized in Section 1.2. The majority of vehicles were shown to travel at an operating speed lower than 40km/h with occasional vehicles operated between 40km/h and 50km/h. There were no vehicles with a speed over 50km/h. The speed study statistics results are as shown in **Table 1**.

Table 1 - Speed Study Results on Gladstone Avenue

Results	Northbound	Southbound
Average Speed (km/h)	20	20
85 th %ile* Speed (km/h)	35	35

MacDonald Avenue:

Based on the City’s speed study, the majority vehicles operated at speed lower than 60km/h with only the occasional vehicle operating between 60km/h and 70km/h. There were no records of speed over 70km/h. The speed study statistics results are as shown in **Table 2**.

Table 2 - Speed Study Results on MacDonald Avenue

Results	Eastbound	Westbound
Average Speed (km/h)	39	33
Median Speed (km/h)	44	39
85 th %ile* Speed (km/h)	53	49

Given that there are no speed limit signs on these two roads, it is assumed that the speed limits are 50 km/h. In summary, vehicles operate at a reasonable speed along the two roads in question with some vehicles over the limit on MacDonald Avenue which is not unusual. As volumes increase on a roadway, speeds tend to go down.

* This row indicates that 85% of all observed vehicles operate at or below the stated speed shown in the table.

2. Site Generated Traffic

From the Institution of Transportation Engineers (ITE) Trip Generation Manual 10th Edition, the site generated traffic volumes on adjacent streets during weekday AM peak hour, PM peak hour, and weekday daily can be obtained. Since the proposed development is a high-rise apartment with 230 units, the appropriate Land Use Category is # 222. The estimated site generated trips are shown in **Table 3**.

Table 3 - Site Generated Trip Estimates

Weekday AM Peak Hour		Weekday PM Peak Hour		Weekday Daily	
Trip Rate	Estimated Trips	Trip Rate	Estimated Trips	Trip Rate	Estimated Trips
0.31	71	0.36	83	4.45	1,204

Based on the site location relative to the City, site trip distribution is estimated as **Table 4**.

Table 4 - Site Trip Distribution

Direction	West on MacDonald	East on MacDonald	North on Gladstone
% of total	50%	30%	20%
Total Trips (AM)	36	21	14
Total Trips (PM)	42	25	17
Total Trips (Daily)	602	361	241

The site generated traffic volumes assigned to the road are as shown in **Figure 2**.

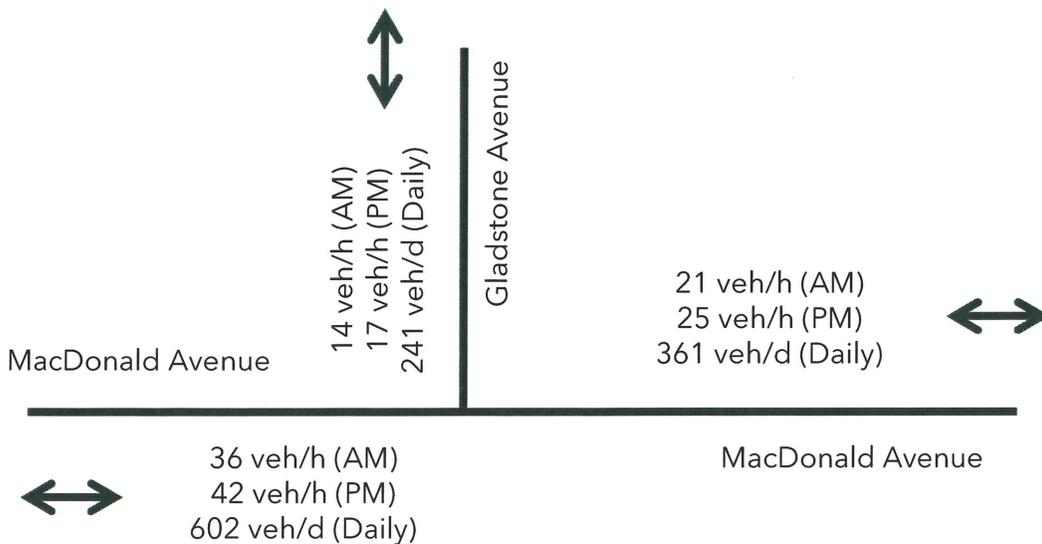


Figure 2 - Site Traffic Volumes

3. Total Traffic Volumes

Traffic volumes on the adjacent streets are currently very low; since the site generated trips are also low, traffic volumes will remain low. With the development in place, the peak hour volume would be 307 veh/hr (PM peak hour) and daily volume would be 3682 veh/day on MacDonald Avenue.

On Gladstone Avenue, the peak hour volume would be 103 vehicles (PM peak hour) and a daily volume of 1205 vehicles. The daily traffic volumes with and without the development are shown in **Figure 3**.

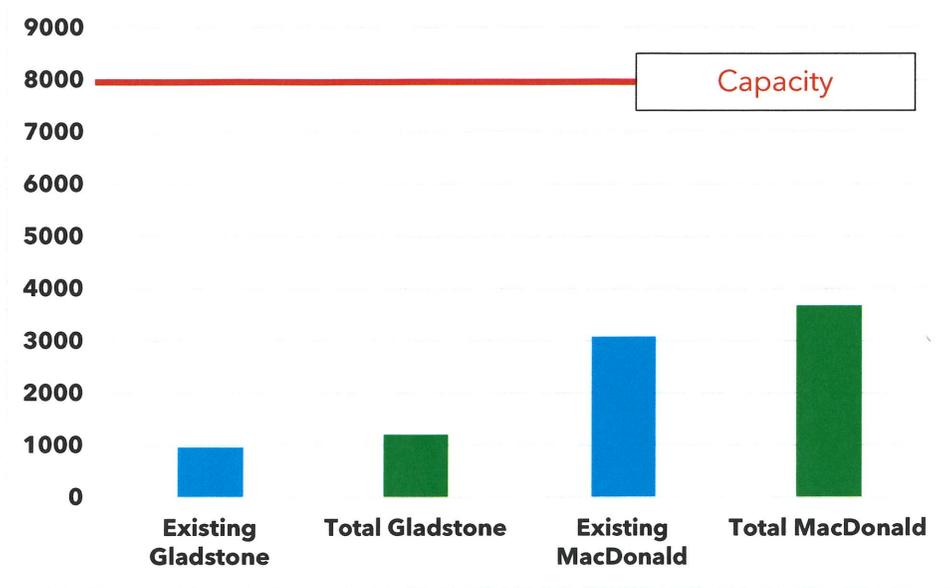


Figure 3 - Total Traffic Volumes (total includes apartment traffic)

Generally, a two-lane road similar to Gladstone Avenue and MacDonald Avenue can accommodate peak hour traffic volumes up to 800 veh/hr and daily traffic volumes up to 8000 veh/day while maintaining a good level of service (*Reference: Geometric Design Guide for Canadian Roads Table 2.6.5*). In **Figure 3** above, the capacity figure indicated by the red line is shown to illustrate the fairly low volumes (existing and post apartment) present.

There is currently transit services adjacent to the site with a bus stop located on MacDonald Avenue. Due to the convenience of transit service, some residents of the proposed apartment may use the transit service and reduce the calculated traffic generation numbers.

4. Past Traffic Volumes

In the past there was a high school, Sault Collegiate Heights (closed in 1995), on MacDonald Avenue and an Elementary school, King George V Public School (closed in 1992). Based on the City traffic counts provided by the City, when the two schools were in operation, the daily traffic volume on MacDonald Avenue was 5228 veh/d (counted on June 9, 1988), and on Gladstone 1087 veh/d (counted on October 27, 1988).

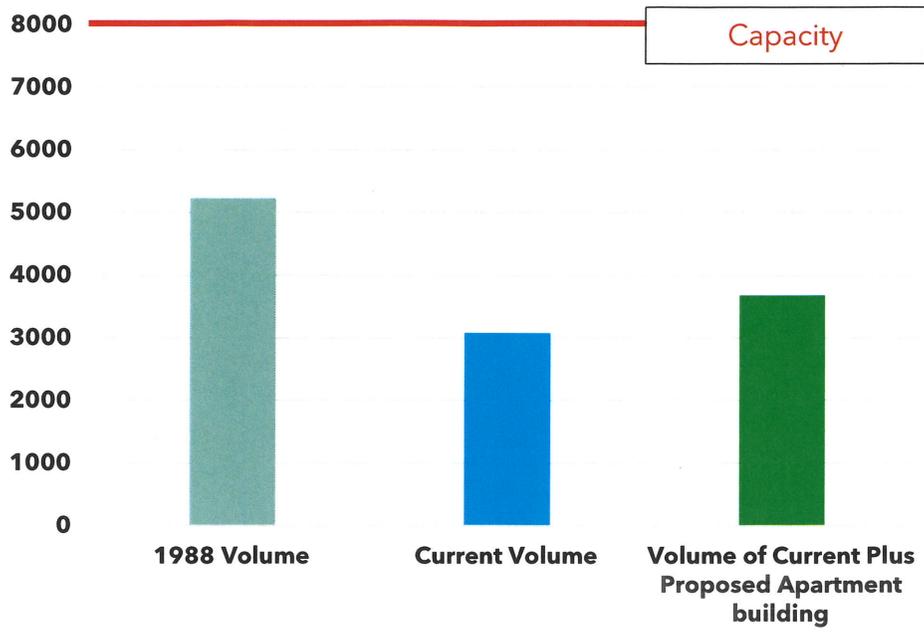


Figure 4 - Traffic Volumes on MacDonald Avenue

A simple comparison shows that when the two schools were in operation, traffic volumes were much higher than current volumes and also anticipated volumes when the apartment is in place.

5. Conclusions

1. Generally, two-lane roads like MacDonald Avenue can accommodate daily traffic volumes of 8,000 veh/h without experiencing congestion (*Reference: Geometry Design Guide for Canadian Roads Table 2.6.5*). Currently MacDonald Avenue carries about 3,000 veh/day and Gladstone Avenue 1,000 veh/day.
2. The subject apartment site will generate a moderate volume of traffic, approximately 83 vehicles in the peak hour and 1205 vehicles daily. Therefore, impact on the adjacent streets, MacDonald Avenue and Gladstone Avenue will be insignificant.
3. With the apartment building in place, traffic volumes on MacDonald Avenue are expected to rise from 3,000 veh/day to about 3,600 veh/day, a figure still well below capacity.
4. Traffic volumes on MacDonald Avenue were higher in the 1980s (approximately 5,200) when two schools were located in the immediate area. With the apartment building in place, traffic volumes will be much lower (3,600) than they were in the 1980s.

Sincerely

CIMA CANADA INC.



Jaime Garcia, P.Eng., Ph.D.

Senior Project Manager | Transportation



Samir Thapa

From: Gerard Lavoie <glavoie@ssmrca.ca>
Sent: Monday, January 27, 2025 11:02 AM
To: Samir Thapa
Cc: Maggie McAuley; Freddie Pozzebon; Francois Couture; Frank Bentrovato; Toni-Marie Streicher; Karen Fields; Brent Lamming; Nicole Maione; Rick Van Staveren; Naomi Thibault; Virginia McLeod; Diane Morrell; Dan Perri; eng dept; msonorth@ontario.ca; toni.tessarolo@ontario.ca; planninganddevelopment@bell.ca; newdevelopment@rci.rogers.com; hans.lincourt@cpkr.com; Jonathan Kircal; Amanda Cipriano
Subject: Re: Request for Comment : 22 MacDonald Avenue

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

Sault Ste Marie Region Conservation Authority (SSMRCA) Comments:

The subject property is located within an area under the jurisdiction of the SSM Region Conservation Authority regarding *Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits* under the *Conservation Authorities Act, R.S.O. 1990, c. 27*. The planned development will require a site plan review and a permit application to be submitted to SSMRCA. As part of the permitting process, SSMRCA requires updated drawings, and engineering studies to be submitted including geotechnical, and stormwater management if not already part of the package.

Geotechnical Report: A geotechnical report is necessary for SSMRCA to acknowledge completeness of the permit application. An SSMRCA permit application cannot be approved without the results of a geotechnical report being reviewed. This report must include a slope stability analysis and a statement confirming that the proposed building developments (including the habitable structure, stormwater system, parking areas, etc.) will not negatively impact the stability of the slopes within and/or adjacent to the subject property.

Site Plan and Design Drawings: Updated site plan and design drawings must include details of the structures, footings and proposed parking areas. These documents must be signed and stamped by a professional engineer.

SSMRCA does not object to the rezoning amendment as distributed. If further information or clarification is required, please contact our office,

Kind regards,

Gerard Lavoie (he/him)

GIS Applications Specialist / DWSP Program Manager
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East, Sault Ste. Marie ON P6A 6J8
705-946-8530 ext. 1004 GLavoie@ssmrca.ca



Samir Thapa

From: Diane Morrell
Sent: Friday, February 7, 2025 1:16 PM
To: Samir Thapa; Jonathan Kircal
Subject: 22 MacDonald Avenue Rezoning

Hi Samir and Jonathan,

Please see below for the comments from the Site Plan Sub-Committee of for Accessibility.

Jon, please feel free to suggest any changes as I know we will try to meet with the developer at a later date.

Exterior:

- Given that this development is described as **'Age at home community'** the following recommendations are provided:
- The turning circle is not sufficient for the largest Parabus to access; 47' turning radius has been identified by Transit
- Ensure the canopy covering the main entrances are minimum 12' high to ensure the Parabus can load/unload passengers under the canopy; This clearance has been identified by Transit
- Ensure all door frames have adequate colour contrast to be easily identified by persons with vision loss
- The pathways connecting the buildings to the McDonald Avenue sidewalk should be marked by signage to assist both users and drivers with identifying these locations.
- It appears that most, if not all of the barrier free parking spaces are located outside. While some should be provided near the front doors for visitors, it is very difficult for tenants with disabilities to access vehicles which are parked outside in inclement weather. It is strongly encouraged that barrier free parking spaces be provided indoors. Pedestrian walkways from these spaces to the elevators should avoid crossing driving aisles.
- Ensure all emergency exits are accessible with zero step and safe path of travel away from the building so everyone can exit the building safely in an emergency.
- It appears that one of the outdoor walking paths ends where the vehicular ramp enters the underground parking area. Appropriate railings should be provided to prevent accidental falls, especially for safety of persons with vision loss.
- The walkway that runs adjacent to the building, on the south side, appears to merge onto the turning circle for the bus; please ensure the walkway continues around the building and not onto the turning circle.
- Ensure all outdoor amenity spaces are accessible to persons with physical disabilities, i.e., if the covered garage area is an amenity space, please ensure it is accessible to everyone

- Ensure high quality lighting for outdoor paths of travel from sidewalk to building for safety of all residents, for the entire night
- It's preferred that the entire width of the front loading-zone be at-grade to provide access for people with mobility devices, regardless of vehicles picking up/dropping off passengers; See attached screen shot with suggested area of at-grade entrance.
- The rest of the sidewalk on the south side of the building should be raised to prevent cars from parking on the sidewalk, thereby protecting the path of travel for residents and visitors
- According to the Integrated Accessibility Standards Regulations, all amenities that persons with disabilities use require both preventive and emergency maintenance. Please ensure these amenities, i.e., painted crosshatching for pedestrian walkways, receive regular preventive maintenance to ensure safety

Site Specific:

- The far west side of the property has scrubby brush growing directly beside the sidewalk; this area is a hazard for vulnerable people such as seniors and people with disabilities as this area is frequently occupied by homeless people; this area needs to be cleared of brush to ensure safety of all residents

Additionally, the Site Plan Sub-Committee would like an opportunity to meet with the Developer to provide suggestions on age friendly/accessibility features for their consideration.

Diane Morrell

Diane Morrell
Accessibility Coordinator
 Planning and Enterprise Services
 705.541-7310
d.morrell@cityssm.on.ca

There are two primary choices in life: To accept conditions as they exist, or to take responsibility for changing them. (Unknown)

CITY OF SAULT STE. MARIE
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



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Samir Thapa

From: Jerry Tulloch
Sent: Tuesday, February 11, 2025 3:11 PM
To: Samir Thapa; Jonathan Kircal
Cc: Maggie McAuley; Dan Perri; Carl Rumiel
Subject: Re: Request for Comment : 22 MacDonald Avenue

Good afternoon,

The Engineering Division provides the following comment in regard to the project at the above noted address:

- It is our understanding that this project will be developed under site plan control. Any servicing or grading issues will be addressed through the Site Plan Agreement process.
- The property is subject to a municipal easement related to stormwater drainage. The proposed development appears to encroach on this easement. Development within this easement can be further discussed during the site plan approval process.
- There is no objection to the use of a municipal storm water detention facility located north-east of the development. Further maintenance and construction requirements will be discussed during the site plan approval process.
- Installation of stormwater infrastructure within the municipal right of way may require a development agreement.
- The Traffic Impact Statement was noted to have an error within the introduction of the proposed development. CIMA references the construction of one 8 storey, 230 unit apartment building while the proposed application proposes two 9 storey buildings, with 230 units total. In terms of the traffic analysis and results, the information is deemed to be satisfactory.

If you have any questions, please do not hesitate to contact the undersigned.

Thanks,

Jerry Tulloch

Engineering Intern
Engineering Division
Public Works and Engineering Services
705.759.5329 j.tulloch@cityssm.on.ca

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca



Samir Thapa

From: Toni-Marie Streicher
Sent: Tuesday, February 11, 2025 1:30 PM
To: Samir Thapa
Cc: Jonathan Kircal
Subject: RE: Request for Comment : 22 MacDonald Avenue

Good Afternoon,

Apologies for the delay,

The Building Division has no comments.

Toni-Marie Streicher

Senior Plans Examiner
Building Division
Public Works & Engineering Services
705.759.5376 t.streicher@cityssm.on.ca



From: Samir Thapa <s.thapa@cityssm.on.ca>
Sent: Friday, February 7, 2025 9:52 AM
To: Maggie McAuley <m.mcauley@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Toni-Marie Streicher <t.streicher@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; msonorth@ontario.ca; toni.tessarolo@ontario.ca; planninganddevelopment@bell.ca; newdevelopment@rci.rogers.com; Hans.Lincourt@cpkcr.com
Cc: Jonathan Kircal <j.kircal@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>
Subject: RE: Request for Comment : 22 MacDonald Avenue

Good Morning All,

Gentle Reminder

Kindly submit your comments at your earliest convenience.

Thanks,

Samir Thapa
Administrative Clerk

CITY OF SAULT STE. MARIE

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

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From: Samir Thapa

Sent: Friday, January 24, 2025 12:20 PM

To: Maggie McAuley <m.mcauley@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Toni-Marie Streicher <t.streicher@cityssm.on.ca>; Karen Fields <k.fields@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Nicole Maione <n.maione@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>; nature@ssmrca.ca; msonorth@ontario.ca; toni.tessarolo@ontario.ca; planninganddevelopment@bell.ca; newdevelopment@rci.rogers.com; Hans.Lincourt@cpkcr.com

Cc: Jonathan Kircal <j.kircal@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>

Subject: Request for Comment : 22 MacDonald Avenue

Hi All,

An application has been filed to rezone 22 MacDonald Avenue from 'High Density Residential Zone with Special Exception 391' (R5.S391) to 'High Density Residential Zone with amended Special Exception 391' (R5.S391 Amended).

The Two, T shaped residential rental buildings are being proposed on the corner lot located at Gladstone Avenue and MacDonald Avenue. This is an atypical lot given its large scale and irregular shape.

This package contains:

- *Application form*
- *Shadow study*
- *Concept site plan, floor plan, elevations, rendering*
- *Sewer capacity memo*
- *Traffic study*
- *Note – stormwater management report is not included in this package, but is expected shortly.*

*Please submit comments by **Friday, February 07, 2025.***

Thanks,

Samir Thapa

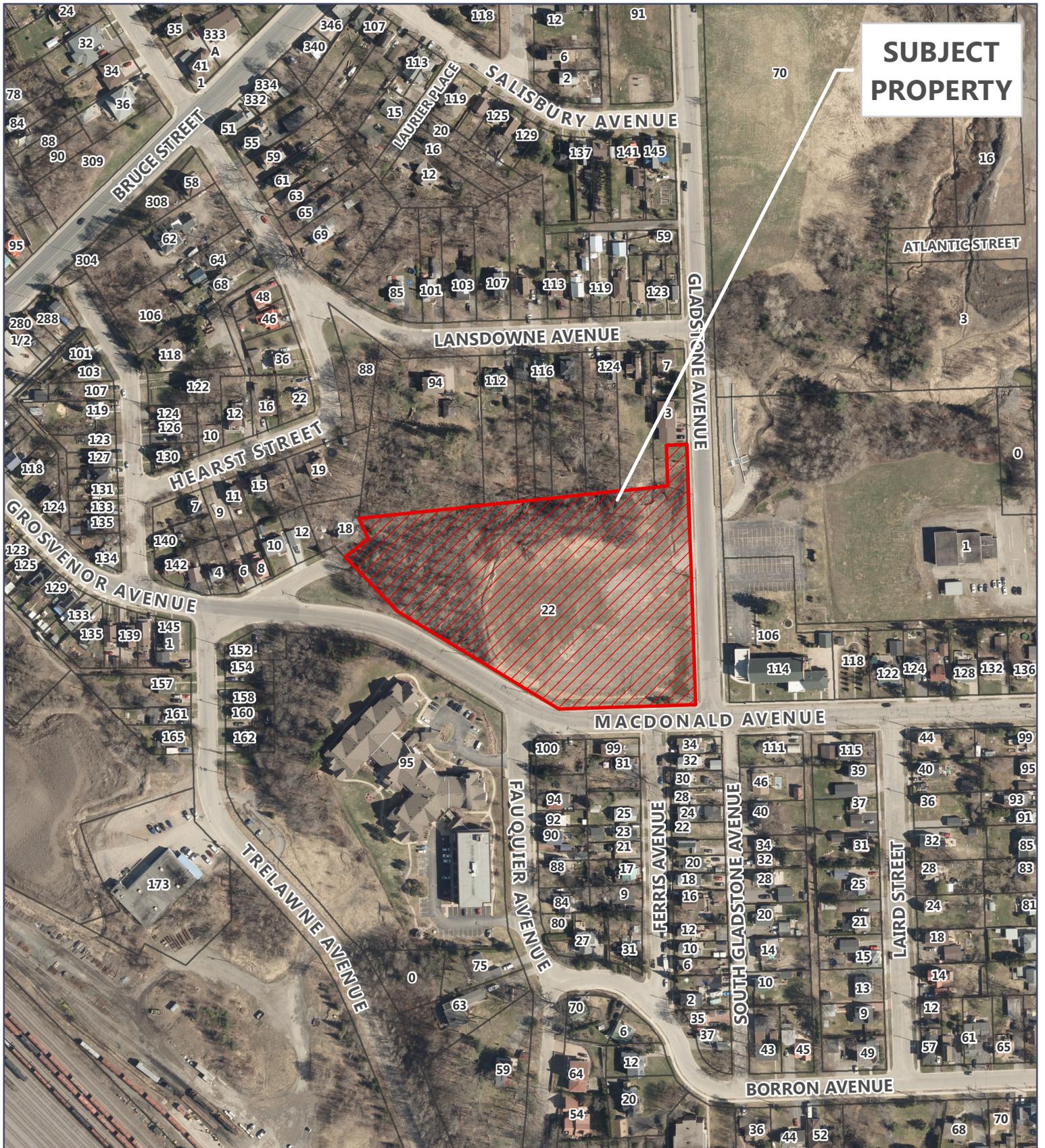
Administrative Clerk
Planning and Enterprise Services
705.574.1022 s.thapa@cityssm.on.ca

CITY OF SAULT STE. MARIE

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**SUBJECT
PROPERTY**

Application A-1-25-Z: Aerial Image

Property Information



Planning and Enterprise Services

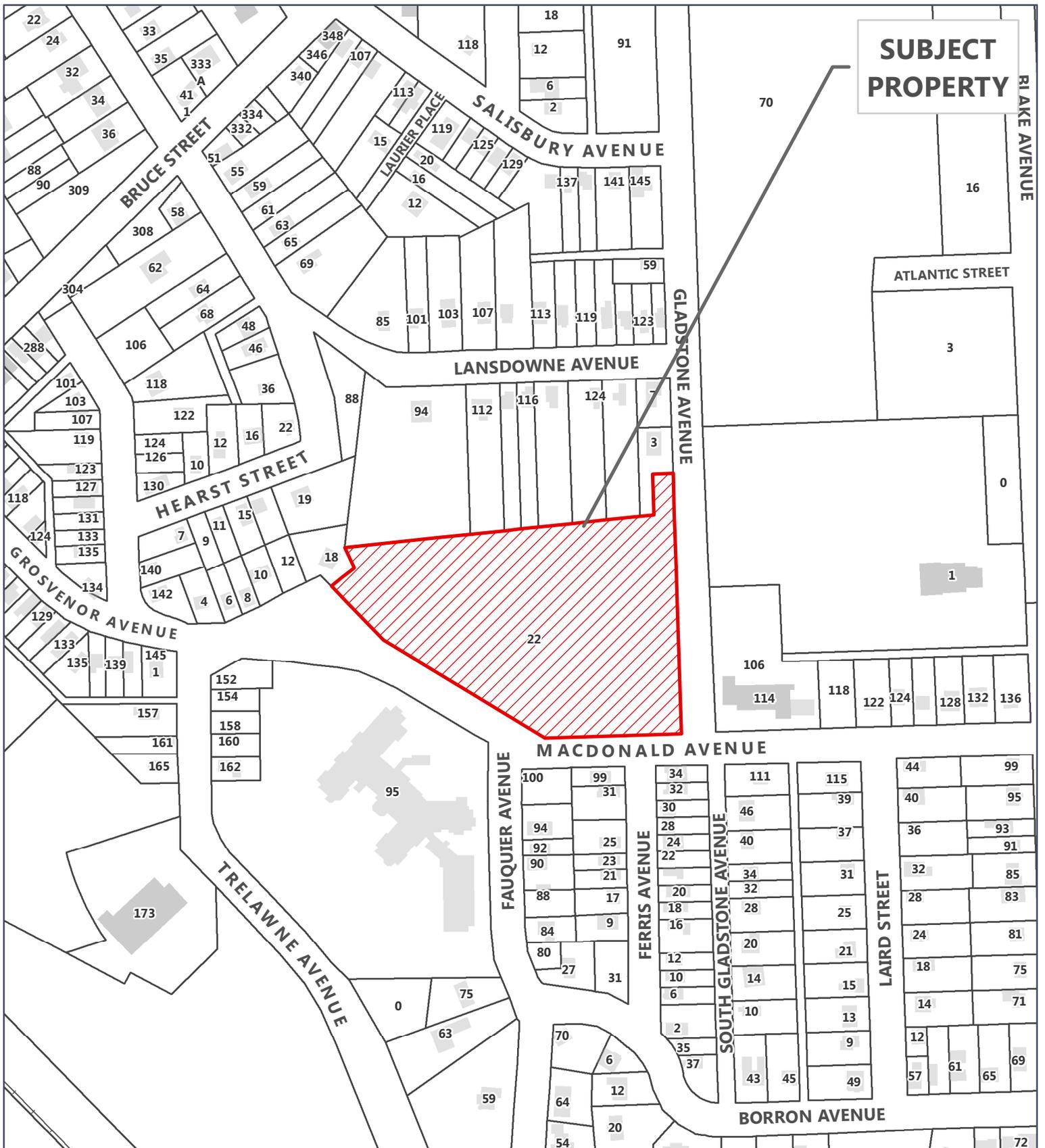
Community Development and Enterprise
Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstearie.ca | 705-759-5368 | planning@cityssm.on.ca

-  Subject Property: 22 MacDonald Ave
-  Parcel Fabric

Civic Address: 22 MacDonald Ave
Roll No.: 020032069000000
Map No.: 27
Date Created: February 3, 2025

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This map is for general reference only
Orthophoto: 2022





Application A-1-25-Z: Subject Property

Property Information



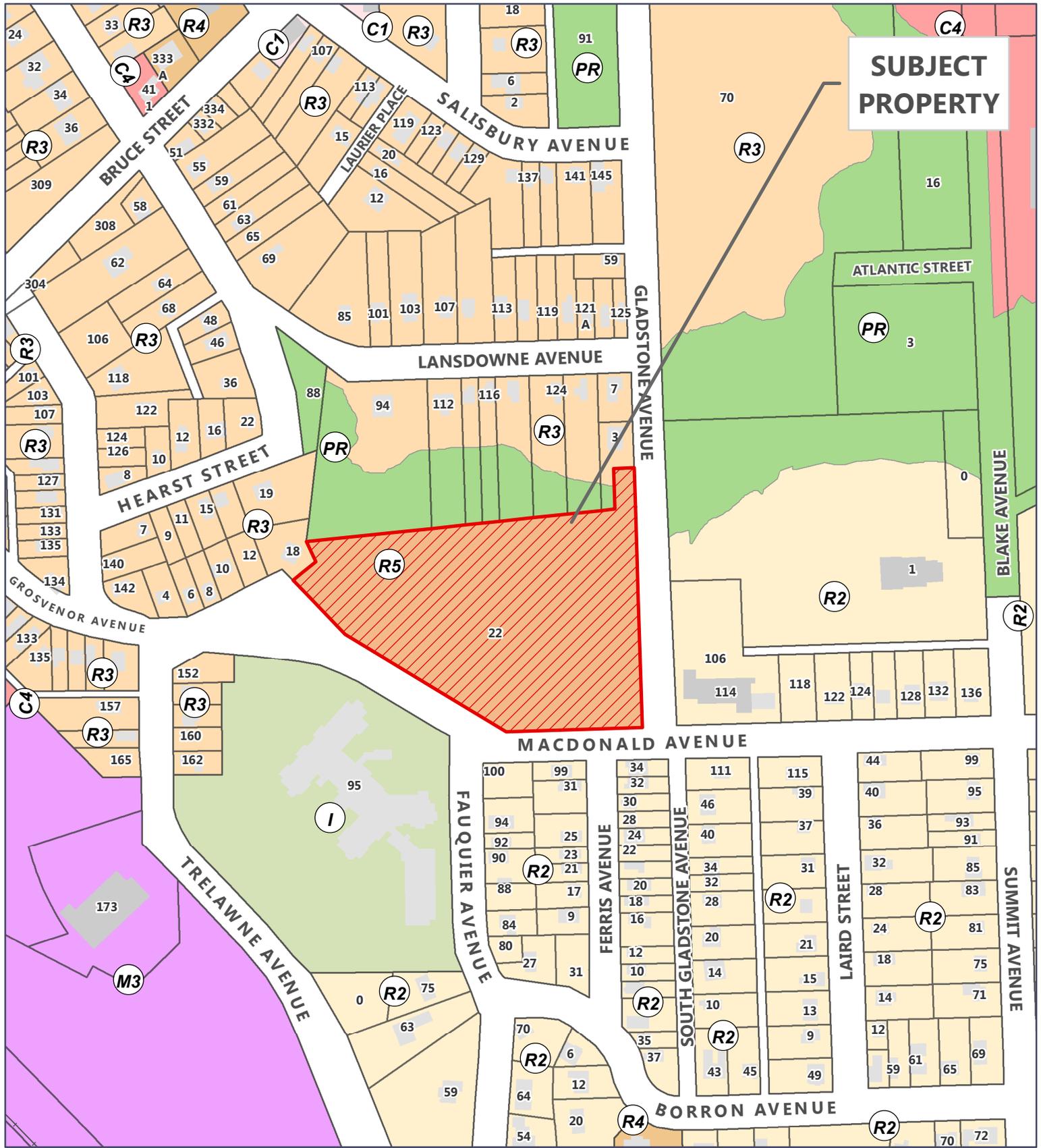
Planning and Enterprise Services

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: 22 MacDonald Ave
-  Parcel Fabric

Civic Address: 22 MacDonald Ave
 Roll No.: 020032069000000
 Map No.: 27
 Date Created: February 3, 2025





**SUBJECT
PROPERTY**

Application A-1-25-Z: Existing Zoning

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

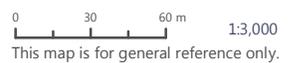
- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- H2 - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Single Detached Residential Zone; R1hp
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- NU - Named Use - Commercial Dock

Civic Address: 22 MacDonal Ave

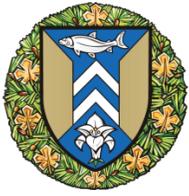
Roll No.: 020032069000000

Map No.: 27

Date Created: February 3, 2025



This map is for general reference only.



The Corporation of the City of Sault Ste. Marie
 99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
 saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

NOTICE OF APPLICATION & PUBLIC MEETING

22 MacDonald Avenue

Application No.: A-1-25-Z

Applicant: Joe Ruscio

Date: February 24, 2025
 Time: 5:00 PM

Location: City of Sault Ste. Marie
 Civic Centre, Council Chambers
 99 Foster Drive

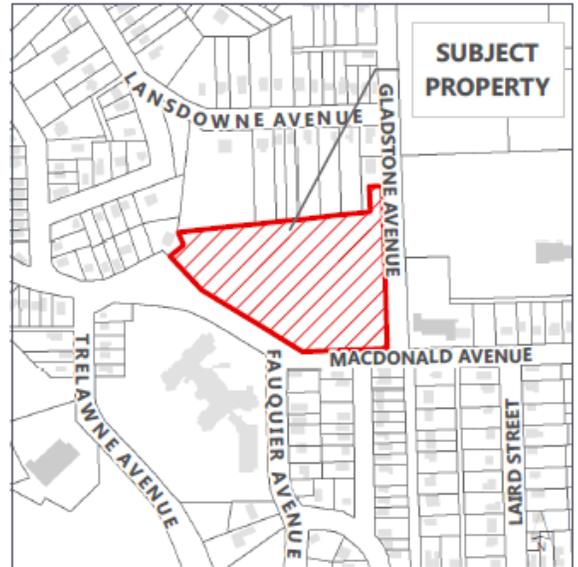
PURPOSE

The applicant, Joe Ruscio, has submitted an application to rezone the subject property to permit the development of two, 9-storey residential buildings consisting of 230 units.

PROPOSED CHANGE

Rezone the subject property from 'High Density Residential Zone with Special Exception 391' (R5.S391) to 'High Density Residential Zone with amended Special Exception 391' (R5.S391 Amended), repealing Special Exception 391 in its entirety and replacing it with the following special exception:

- Limit the maximum number of residential dwelling units to 230.
- Limit the maximum number of storeys to nine (9).
- Permit parking to encroach within 13 metres metres of a required front yard (Gladstone Avenue).
- Permit parking to encroach within 2 metres of a required exterior side yard (MacDonald Avenue).
- Waive the requirement that at least 50% of the required front and exterior side yard be landscaped.
- Permit a 60 square metre accessory building to be located within 5 metres from the front lot line.



HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, February 24, 2025 at 5:00 PM to consider a proposed Zoning By-law Amendment (under sections 34 of the Planning Act, R.S.O 1990, c. P13, as amended). This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting may do so electronically or in person. Electronic participants must contact the City Clerk at cityclerk@cityssm.on.ca or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to join the meeting in advance Any written submissions received in advance of the meeting will be included with Council's Agenda.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on Thursday, February 20, 2025 and in person on Friday, February 21, 2025, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Jonathan Kircal, Planning Division, at 705.759.6227 or j.kircal@cityssm.on.ca please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Monday, February 24, 2025.**

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

As per the Planning Act, appeal rights are only provided to specified persons, public bodies, applicants, registered owners of any land to which the by-law and/or plan would apply to, the Minister, and the appropriate approval authority.

If a specific person, public body, registered owner of a subject property does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the specified person, public body or registered owner of a subject property may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Ontario Land Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

Subject: FW: Application No. A-1-25-Z Public Meeting Feb. 24, 2025

Date: Sun, Feb 23, 2025 at 3:36 PM

Subject: Fwd: Application No. A-1-25-Z Public Meeting Feb. 24, 2025

Lynden Pond
Sault Ste. Marie Ont.

Mr. Jonathan Kircal
Planning Division
City of SSMA.

Re: Application No. -A-1-25-2

Dear Mr. Kircal , I strongly object to Joe Ruscio's application to re-zone the property at 22 MacDonald Ave. Sault Ste. Marie to permit the development of, two nine storey residential buildings of 116 units each . (230 total) I will outline my concerns about the way this large development will impact our existing neighbourhood, and also detail how it is non-compliant to the revised Official City Plan (2022) , which may support the grounds for an appeal to the Ontario Land Tribunal .

1. TRAFFIC

This development will potentially double the population of our neighbourhood and therefore drastically increase the traffic on MacDonald and Gladstone Ave. MacDonald is a swift moving collector road that even now is difficult for pedestrians to cross safely . The developer proposes an access road that enters on to MacDonald across from Fauquier Ave . The placement of a road at the peak of a blind curving hill is hazardous , an accident waiting to happen ! This intersection is also heavily used by the Chartwell Collegiate Heights Senior Residence for all emergency , commercial vehicles, and visitor parking. This is already a heavily congested traffic area.

Normally a building complex of the size proposed (300 units) is located on major thoroughfares in this City like Great Northern Road or in the Downtown core not along side streets and collector lanes which are not capable of handling such a large increase in traffic . The following section of the O.C.P. applies.

O.C.P. 2.4 section d. Intensification Pg. 17.

" Evaluate applications for intensification using, amongst other matters , the following criteria.

V. The provision of adequate ingress/egress , off street parking, loading facilities, as well as SAFE CONVENIENT VEHICULAR CIRCULATION .

V i. The IMPACT OF TRAFFIC GENERATED by the proposed development on the road network and SURROUNDING LAND uses.

The traffic issues generated by the proposed development are contrary to Section d. of the Official City Plan.

2. NEIGHBOURHOOD COMPATIBILITY/ INCOMPATIBILITY

O.C.P. Intensification

2.4 section d. ii. " The compatibility of the proposed development on the existing and planned character of the area " .

Our neighborhood is more than a century old , dominated by 2-3 storey older single family homes. Some of the finest historic buildings in the city are located on Landsdowne, Borrón, and Summit Avenues. Putting two Modernist high-rise buildings in our midst , is not sensitive to the character of the area . The recent 5 storey SALDAN building at 110 Pim St. does show sensitivity to the surrounding century homes on Pim, Church , and Herrick Streets and is in character to the area. A structure such as 110 Pim, would be far more compatible and acceptable to many of us living in this area .

3. SITE CONDITIONS

OCP. 2.4 section d.i

" The suitability of the site in terms of size and shape of the lot, SOIL CONDITIONS ,TOPOGRAPHY, and DRAINAGE. "

The proposed twin towers are oversized for the size of lot and do not provide sufficient space for a good set back and buffer zone with plantings , from the existing neighbours. There should not be a need for exemptions for the parking encroachments on both MacDonald and Gladstone Ave that the developer is requesting.

As to soil conditions, drainage, and topography;

This property is located on designated HAZARDOUS land. The lot is steeply sloped ,it is clay primarily and subject to numerous underground springs . One side of the ravine contains a year round stream and houses the City Emergency flood water containment system . The water table is very high . It seems particularly unsuitable to the building of high rises with two stories of underground parking ! It is understandable why this property has never been developed .

I will end with a cautionary story of my own ,about Central Algoma Secondary School were I happily taught Art for many years . The two storey building is an Architectural marvel built on a steep scenic hillside of clay overlooking the Channel.

In 2006 serious structural issues developed. Cracks between walls and ceilings, uneven floors etc. In 2008, 21 new piles had to be driven down 70 feet as the existing piles had loosened partly due to tree roots drying out the clay . The building was then jacked up and leveled . The cost was astronomical ! Who then will foot the bill if the proposed twin towers develop structural issues down the road ?

I respectfully ask City Council to turn down this re-zoning request and urge the developers to go back to the drawing board and come back with a more suitable plan for 22 MacDonald Avenue.

Sincerely, Lynden Pond.

From: Denis Gagnon
Sent: Friday, February 21, 2025 11:26 AM
To: j.kircal@cityssm.on.ca>
Subject: Re: 22 MacDonald Avenue - supporting studies

Jonathan,

Thank you for the provided additional information.

I have a few questions regarding the attached files.

For the water service preliminary review it shows that the MacDonald line is the preferred option to Gladstone. The MacDonald line is on the south side and therefore will have to come across the whole road. Would this not have a higher risk of breakage in the future as opposed to the Gladstone line that is already on the west side of the road and therefore closer to the property? The pressure testing was done in 2017. How valid are these results from 8 years ago? I know that there was recent work completed on the water lines around Pim and MacDonald in 2022. What is the impact of this work?

For the Traffic Impact Statement there is no indication where the assessment was completed on the two roads. The traffic volumes seem reasonable for both but I question the average speeds on Gladstone. These speeds are very low and I anticipate that they reflect the speeds closer to the intersection where there is a stop sign. I can infer this but the statement isn't explicit and there is value in having that information. I question the assessment for the speed on MacDonald. I can confirm that people generally drive in excess of the speed limit of 50 km and I am struggling to understand how an increase in traffic will reduce the speed as is being suggested. In a rush hour condition with bumper to bumper traffic I can see this happening but on a residential street like this I have a hard time seeing this happen. Are there plans after the buildings are in place to re-evaluate the traffic?

The Traffic Impact Assessment identifies the property as being zoned as parks and recreation while the storm water report identifies the site as high density residential. Has the rezoning already taken place? I was under the assumption that this review is to determine if the rezoning should occur.

For the Stormwater Management Memo there is no indication of when the pre-development conditions were evaluated. The charts in the appendix say 2016 and the image SK1 says 2021 after the site had been ditched along Gladstone, which can be seen by the contour line on the site map. I believe that this altered the drainage pattern on the site and I doubt if section 102 would even exist if it wasn't for the ditching they did. These alterations to the site are technically pre-development but don't reflect what was there prior to the ditching. This is worth noting in the report in the event that it has any impact on the planning and proposed development. There were significant rain storms that caused flooding in the summer of 2013 and the fall of 2019 that did not fare well for many residents around this area because of the noted silty clay soils. What measures are in place to protect the two story underground parking from becoming an unwanted water feature for the tenants of these proposed buildings?

For the Sanitary Sewer Study I note that there is a difference in the number of proposed units. This document shows 220 while others are 216 or 230 (8 storey). The fact that these numbers aren't consistent throughout all of the studies and assessments is concerning if the calculations under represent what will be there at the end of construction. There doesn't appear to be any discussion on allowances for variance. This analysis in particular averages 1.6 persons per unit. Is this consistent with

the more recent housing trends such as the Legion building which is comparable. With the increased cost of living and a more diverse population where multi-generational housing is the norm, I am concerned that this may under-represent the average people per unit. This study was also completed in 2017 and 2018, 7 or 8 years ago, and I question the currency of this study. Have other developments or changes in populations and housing impacted this area that would change these results? Did the impacts of the pandemic affect this system in any way? Was there any other construction, maintenance or upgrades to the system in this area that would potentially impact these results?

For the Shadow Study I have to admit that I find the results very interesting. I think that the study doesn't capture the topography of the site. Being on a hill I anticipate the morning shadows will stretch much further west than is shown. Also this study doesn't appear to account for the mature forest that exists on the west and north side of the property and what impact that will have on the shadows including the shadows that they will cast. This study does identify one thing for me and that the parking lot between the buildings and the parking lot next to Gladstone will take significantly longer to become snow free and will be prone to having icy conditions for much longer than the south parking lots. Not to mention that the primarily westerly and northern winter winds and snow will likely funnel and swirl between the two buildings. Considering our climate I think this will be a challenge for the property manager and the tenants.

My primary concern is one that I haven't seen addressed in these studies and in particular the traffic impact study. The traffic impact was focused on the speed and volume of the vehicles traveling through the area. The part that is missing has to do with the safety and the current engineering of the intersection at Gladstone and MacDonald. When traveling south on Gladstone to the intersection at MacDonald you travel upwards out of the ravine to the stop sign. The concern is that the vehicle that you are travelling in is lower than the vehicles traveling on MacDonald. In any other condition I would say that this is not a problem. The challenge with this intersection is that on the northeast corner of Gladstone is a church. Despite there being a large parking lot off of Gladstone for the parishioners their preference is to park along the north side of MacDonald or on Gladstone. The vehicles on MacDonald are not isolated to Saturday evening or Sunday mass. There are various activities at the church throughout the week during the day and in the evening. Because of this it makes turning off of Gladstone onto MacDonald very dangerous, whether you are turning right or left. The long line of parked vehicles along the northside of MacDonald obstruct the view and it is compounded by being in a lower position on Gladstone. This only gets worse in the winter when there are snow banks and the vehicles are then parked further out into the street. During mass or other larger services it is not uncommon for vehicles to park along Gladstone as well which will be reduced considering the one entrance to the proposed south parking lot. I think that the solution to this is twofold. The church needs to communicate to its parishioners that they are to use the designated parking lot for any and all functions. The city can put no parking signs along the north of MacDonald leading away from Gladstone to an appropriate distance to ensure line of sight.

For the site plan my concern is with the proposed entrance on MacDonald opposite Fauquier Street. The proposed entrance is shown to be in the bend of MacDonald and this is also at the crest of the hill. I understand the point of having it at the crest of the hill since this gives the best line of sight for the drivers coming up the hill. My concern is that vehicles exiting the property will still have a hard time seeing the westbound vehicles on MacDonald due to the angle that they will be exiting the parking lot. The parked vehicles by the church might still pose a problem here along with the planned trees on the north side of MacDonald.

Thank you for the opportunity to comment on these plans and the associated studies. I look forward to your responses to my questions.

Denis Gagnon Jr. R.P.F.

Mayor and Members of Council

Re: A-!-25-Z 22 MacDonald Avenue

The twin tower high density apartment complex proposed for 22 MacDonald presents many concerns for neighbours and interested others across the city.

It's too much structure, too many people and vehicles for a small property. The complex can be broken down to four components. The two core structures are the 9-storey high-rise high-density towers. Think of the new Legion building and then put another one beside it. The third component will be a four-storey structure connecting the two towers and the fourth element proposed is a three-tiered concrete structure of patio areas. Another significant amount of subject property will be covered with walkways, connecting driving areas, entrances/exits and parking areas that all could be counted as a fifth element. And, a sixth element we learned about today in a news item is, 'communal recreation areas' including a playground and basketball court. What won't be covered by asphalt, concrete or brick will be strips of grass with small trees or bushes noted as landscaping.

These twin sore thumbs sticking into the sky are in the middle of a primarily single detached home neighbourhood established about 125 years ago and adjacent to two city-designated heritage areas. This massive complex should not be built here – most will admit, it doesn't fit.

Allowing this massive twin tower complex to be built with its impacts to the immediate neighbourhood also brings with it a signal that there's new building policy is in town - Any development. Anywhere. Anytime. Call it Triple A. Citizens in every neighbourhood should be watchful for something like this coming their way.

This project may be the biggest complex ever proposed for development in a primarily single-detached housing area, on just 4.5 acres of property producing the possibly highest population density/unit of subject matter land in Sault Ste. Marie. The development complex is 230 units meaning at a potentially 460 additional people in the neighbourhood at 2 persons/unit. Using the 2021 average household size in Sault Ste. Marie of 2.2/unit, new residents could number 506 on just 4.5 acres of land. Is this kind of massive development, height and density something new for the top of hill part of the city? (By contrast the public notice area contains about 500 residents over 93 acres of primarily single detached homes.)

In a recently approved Sal Dan Sudbury three 9-storey towers development in a single detached home area, an objector there said, "The planning committee has now set a precedent that it's okay to build a nine-floor building right next to a lot with a single-family dwelling." Sault taxpayers will have the same concern following Council approval.

Council will recall the applicant proposed a 12-storey tower for the same property that was scaled back to 8-storeys, both drawing neighbourhood objection and the filing of two appeals of Council's approvals to the Local Planning Appeal Tribunal (LPAT).

While the neighbours lost the appeals, the project didn't go ahead and we learned from Sal Dan recently it was because it wasn't feasible. Those objecting were stunned to hear that, given all the time, effort, costs and invested, certainly by the Applicant but also by those making the appeals.

When the advisory letter of this project came to those in the notice area, it was on Sal Dan letterhead said, "...we will be applying to rezone..." and so the conclusion was the 'we' was Sal Dan. The letter had no mention of any other entity. The impression this was a Sal Dan project was reinforced when company representatives conducted the neighbourhood and prospective tenants meeting. No mention was made of any other entity being involved.

When the 'Notice of Application and Public Meeting' was received from the City was when it was learned that Sal Dan was in fact not the project Applicant. It was Joe Ruscio, who was also listed as Applicant for the not feasible project in 2019. To us it seemed we had been misled. For transparency citizens should be advised who the Applicant is at the earliest stage of any project.

In addition to development pressure on single detached home neighbourhoods through Any Development. Anywhere. Anytime approach, another pressure comes from the City's new Housing Action Plan allowing essentially any homeowner to renovate or build up to four new rental units on their property. And, as one more thing for some single detached home neighbourhoods to deal with is a City Strategic Development Areas document intensification details for certain areas of the city.

City Council should not approve this project. Does a not feasible 8-storey development really have to become two 9-storey towers to make it feasible? It's understood Council is in a tough spot – you think you can't be seen by the two upper levels of government to be saying no a housing development, even though it is too big to be squashed into a primarily single detached home area? Do you think you can be seen by your constituents to be saying yes to Any development. Anywhere. Anytime?

The following pages are comments on specific areas of your Council Report on this project.

Art Osborne
Homeowner
February 24, 2025

Sections from the Report to Council:

Integration with Surrounding Area (pg 80)

This section references "...a significantly sized development compatible to some of the city's largest apartment complexes."

- Subject to figures being provided to the contrary, 'comparable' may not be correct. This project may be the biggest complex ever proposed in recent times for development in 1) a primarily single-detached housing area 2) on just 4.5 acres of property 3) producing the possibly highest population density/unity of land in Sault Ste. Marie. The development complex is 230 units meaning at a potentially 460 additional people in the neighbourhood at 2 persons/unit. Using the 2021 average household size in Sault Ste. Marie of 2.2/unit, new residents could number 506 on 4.5 acres of land. By contrast in density the public notice area contains about 500 residents spread over approximately 93 acres of primarily single detached homes.

"... there are a number of site-specific circumstances that minimize neighbourhood impact and therefor justify consideration of this proposal." "As a result, despite the project's size, it does not significantly compromise the overall character of the neighbourhood." (pg 80-81)

- Fortunately there are a number of Subject Matter Experts available to correct that opinion and they are those who have lived in the area for decades. The massive complex is a huge visual intrusion for the entire area and bounded by trees on one side that only provide a partial visual buffer for about half of the year during full leaf canopy. New twin towers of 9 floors with balconies surrounded by concrete and asphalt, a 4-storey building connecting the twin towers, large tiered concrete patios areas. All of these are nothing like the surrounding area of older single detached residences.
- The 'Shape The Sault' document contains this: "Intensification should be context sensitive. It must be compatible with and reinforce the existing and planned character of an area. This can be accomplished through good urban design, as outlined in Section 3 of this Plan. Within this context, Residential Areas will remain stable, but not static."

A City 'Strategic Development Area' document states:

- o "Promote ... a range of housing options through intensification, redevelopment and infill development, *subject to compatibility with the existing and planned character of the area* and the suitability of existing and planned infrastructure and services." (Italics added for this submission.)
- o R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.

- Strategic Development Area - The First Neighbourhoods are characterized as the initial settlement areas within the city. This includes the Downtown as described in the Official Plan as well as the areas west of Downtown and south of the railway.
- The Other SDAs are shown in the map in Appendix A and can be described as:

East End SDA areas surrounding major intersections of Trunk Road at Wellington Street East, Lake Street, Black Road / Capp Avenue, and South Market Street.

Great Northern Road SDA areas surrounding major intersections of Great Northern Road at Second Line East, Northern Avenue, Willoughy (should be Willoughby) Street / Wawanosh Avenue, and McNabb Street. (Planning says the 22 MacDonald subject property falls within those boundaries – its not clear how based on the boundaries noted.)

Steelton SDA the neighbourhoods surrounding Steelton and areas north of downtown.

West End SDA centered around the intersection of Second Line West and Korah Road.

(Observations: 22 MacDonald seems not to be in a SDA and the proposed development seems, by City Planning submission to Council May 2024 to be better suited to one of those areas.)

- Proximity to Amenities is also ranked in the same document ranging from Few, Some, Most, Almost All, All. The Subject Property for 22 MacDonald appears to be in a 'Some' area again suggesting the development should be located elsewhere.

City planning references to "...despite the project's size..." and "...a significantly sized development compatible to some of the city's largest apartment complexes," and, "... large scale development in a single-detached residential neighbourhood..." acknowledges that the development is massive complex and again in the view of many, is far too massive for the subject property and the long established, single detached home neighbourhood area.

Street Network and Pattern

This section mentions "...the minimal number of homes that abut MacDonald Ave. ..." but does not mention the homes on Grosvenor to Bruce, which is essentially an extension of MacDonald and is the pathway that traffic from the twin towers will take to reach Bruce that will be an increase to what's experienced now. Regardless of the number of homes, those on MacDonald will not agree with the report comment "...further emphasizing the subject property's position outside of any established neighbourhood." Similarly, all residents with homes in much of the notice area will see the towers every day from their yards and/or when they pass the property driving or walking. It's not outside any established neighbourhood, it's in the heart of neighbourhoods.

Land Use

Features identified are seen by residents as part of the neighbourhood and some places are called that, e.g. neighbourhood church. These features are not perceived as 'transitions', 'buffers' nor 'a break' in character as suggested in the report.

Tree Cover

The point that leaf canopy provides partial and only part of the year buffer has already been made but this section of the report is the first advisory of some tree removal being required. It's noted, "The site plan identifies the location where this is to occur," but we could not find that in the material. It would of possible assurance or alarm to know where and how many trees, previously referenced in the report as serving as a 'significant' buffer. We note in January 2020 when a smaller project was proposed for the property, planning said: "The 'Urban Forest' concept of maintaining existing and establishing new forested areas shall be encouraged. Tree planting shall be required for new development."

Required Amendments

The report notes, "This application proposes an entirely new development plan...." This entirely new plan presents challenges to area residents in reviewing, discussing and seeking opinions of material that was first available at day's end Friday February 21, 2025. Later in the Summary section it's noted that the applicant wanted implementing bylaws to be available at Council's meeting of February 24, 2025 for approval, that the report says, "...shortens the approval process by one month."

Those who may wish to take any next steps were not consulted about this expedited process, which to our understanding removes one month of time during which consultation, preparation of materials for possible next steps and fundraising if/as required could be conducted.

It should be remembered that the notice area residents and concerned others are the only ones without resources to advance our concerns. Our efforts must be fit into busy lives and come at the expense of previous commitments and life events. Again, we are the only ones where this matter is not part of our daily job. Removal of time could be considered prejudicial to any efforts we may wish to take. This deferential accommodation for the applicant is requested to be denied and the usual bylaw process be adhered to for this application.

Limiting Building height and number of dwellings:

This section refers to providing 'predictability' for the neighbours. We had the understanding these specifications were required in any zoning matter particularly one as massive as this proposal. Previous proposals for the property by the applicant have been abandoned twice creating a notable absence of predictability.

Vehicular parking and landscaping within a required front and exterior side yard:

It appears parking spaces are close to the sidewalk from the concept image (pg 103). Being advised of a development(s) where there is a similar positioning of parking spots and

sidewalks would help understanding of the safety of this arrangement. While planning staff may not object, residents and their children using those sidewalks may have a different view.

“Driveways will be limited to one along MacDonald Avenue and two along Gladstone Avenue.” During the neighbourhood meeting residents from the notice area and some prospective tenants from elsewhere, we heard during the presentation the MacDonald Avenue would be limited to service/emergency vehicles. We read in a news item today that includes passenger pickup/drop off and visitors. Prior to this development proposal, there’s been an ongoing safety concern now at the peak of the blind curving MacDonald hill at Fauquier and any extra traffic – which we learn today will be more than our first understanding - will make it is more hazardous.

Property values will be negatively impacted:

It’s understandable planning can’t comment as noted in the report but at the neighbourhood meeting a Sal Dan representative said our property values would increase and we will hold the company to that assurance.

Inappropriate location for a dense development:

“..... this proposal does not present significant concerns.” Again, this is the view of planning staff but Subject Matter Experts – those living in the area – have a different view. In the immediate area around the twin tower complex are about 56 homes (Lansdowne properties abutting subject property and about the first six homes on each of Farquier, Ferris, South Gladstone, Summit), so about 123 residents. They will see the two towers daily from their yards and/or as they are driving walking. For them, the immediate area population will now be about 600 people – almost a five-fold increase. That’s significant. In the overall notice area, the population will be doubled.

As previously outlined, there are city defined areas that would be a better location for a project this size. In another location the twin towers complex may not result in creating what will be among the densest project population on 4.5 acres in the city, setting a new standard of permission for similar developments. Councillors may also view that as significant.

“... resulting community benefits must be weighed against the localized concerns...” That of course is the job of Council, but it seems Council can’t say no to any development, anywhere, anytime and so, it appears localized concerns will always lose. Citizens should take note.

“...minimizing privacy impacts...” Again, trees have no buffer capacity for about half of the year. In a previous neighbourhood meeting on an earlier project, the applicant said sightlines were determined by drones flying at different altitudes to provide assurances of privacy to the neighbours concerned about balconies facing their yards. No report, photos or related material were ever provided. In future high-rise projects it could be a consideration to require developers to conduct such studies. Viewshed analysis would also be helpful in assessing visual impact high-rise towers.

Financial implications:

"Approval of this application will not result in any incremental changes to municipal finances."

That's not a complete statement in that it doesn't refer to an increase in city tax revenue resulting from the proposed complex. For a recent Sal Dan project report in Sudbury, planners there included this: "If approved, staff estimates approximately \$1.3 million in taxation revenue, based on the assumption of 324 multiple dwelling units based on an estimated assessed value of \$275,000 per dwelling unit at the 2023 property tax rates."

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Matters arising

There are a number of places in the report that refer to future site planning for compliance. How do neighbours stay informed of these developments during the process? E.g. trees to be cut; landscaping plans; stormwater easement management; further site plans required by the Conservation Authority, etc?

On matters that directly affect neighbours and applicant/builder e.g. confirming details of pre and post construction foundation inspections and repairs if needed; use of development pickle ball court by neighbours (mentioned by Sal Dan representative at the neighbourhood meeting) and maybe use of other amenities; opinion expressed that individual home values will go up and not down because of the development; and possibly other matters.

In a literature review, a 2014 Ontario Municipal Board Decision (PL121280) was found involving Ruscio Investments and a named third party, Sal Dan, regarding the Queensgate residential development. The Decision introduction said: "In the City of Sault Ste. Marie ("City"), Ruscio Investments Inc. ("applicant") proposed a residential subdivision on a former private golf course, which had gone into receivership some years ago. Neighbours "strenuously objected." They said the golf course's "vista of green" had been part of the marketing on which they had bought their own properties."

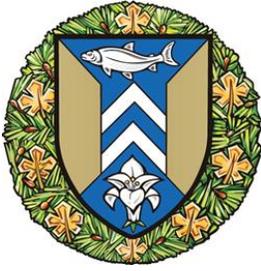
The Decision said in part: "... the Board has no illusions about the frustration which the neighbours must feel. For them, this must appear to be an unsatisfactory outcome, from an unsatisfactory system. The Board can only advise that if there were any enforceable legal documents, whereby the seller of the neighbours' properties committed the subject property to the future they desired, then the neighbours might have a claim in the courts under Ontario property law."

Can Council attach to any approvals of building projects a requirement that the applicant/builder enter into legal agreements as required, based on verbal commitments made with individuals as involved at no cost to those citizens?

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Summary of actions suggested:

1. Deny the application.
2. Restore the usual bylaw process and timing.
3. In future high-rise projects it could be a consideration to require developers to conduct sightline drone studies. Viewshed analysis would also be helpful in assessing the visual impact of high-rise towers.
4. Attach to any approvals of building projects a requirement that the applicant/builder enter into legal agreements with residents to solidify verbal commitments made with individuals as involved and that these agreements be at no cost to those citizens?
5. Conduct an effective communications campaign to help single detached homeowners become aware of and provide comments on the various housing initiatives affecting them.
6. For transparency citizens should be advised who the Applicant is of all proposed projects at the earliest stage possible.



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

February 24, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Madison Zuppa, Deputy City Clerk
DEPARTMENT: Corporate Services
RE: Supplementary Board and Committee Appointments

Purpose

The purpose of this report is to request Council approval of supplementary board and committee appointments for 2025 – 2026.

Background

Council made mid-term appointments to boards and committees for 2025 – 2026 on January 13, 2025.

Insufficient applications were received for:

- Committee of Revision (Local Improvements)
- Community Development Award Selection Committee
- Fence Viewers
- Parks and Recreation Advisory Committee
- Property Standards Committee
- Tourism Board

Analysis

The Board and Committee Nominating Task Force met on February 13, 2025 to consider applications. The names of the applicants and their applications have been made available to Council under separate cover.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not articulated in the Corporate Strategic Plan and will not impact climate mitigation/adaptation.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that all appointments under Agenda item 8.8 be approved as recommended;

Supplementary Board and Committee Appointments
February 24, 2025
Page 2.

Respectfully submitted,

Madison Zuppa
Deputy City clerke
705.758.5392
m.zuppa@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-8

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. for the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated February 3, 2025 between the City and PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the operational requirements for the new transmission line on Yates Avenue (PIN 31609-0390 and PIN 31609-0392) to provide additional electrical power needed by Algoma Steel to operate its new electric arc furnaces.

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 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

EASEMENT OPTION AGREEMENT AMENDMENT

THIS LEASE AMENDMENT made in triplicate this 24th day of February, 2025.

B E T W E E N:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "Landlord")**

AND

**PUC (TRANSMISSION) LP by its General Partner
PUC (TRANSMISSION) GP INC.
(hereinafter referred to as the "Tenant")**

WHEREAS The Corporation of the City of Sault Ste. Marie (the "Landlord") and PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. (the "Tenant") entered into an Easement Option Agreement dated April 8, 2024 to grant the Tenant a right-of-way and easement in, on, over, under, across and through Lands described and shown on FIGURE NO: 4 in SCHEDULE "A-1" EASEMENT LANDS and also described as:

31609-0390 (LT)

PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 IRI0744 EXCEPT PART I IR10935, PART I IRI 1773, PARTS 2 & 3 IR13242, PART I IR13366, PART I IR13469, PARTS I & 2 IRI4070, PART I IRI4088; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE

31609-0392 (LT)

PCL 12753 SEC AWS; PART SECTION 34 KORAH PARTS 4-8, 10-14, 17-19 IRI0744 SAVE AND EXCEPT PART2 IR14088; *SIT* LTI27571; *SIT* EASEMENT IN FAVOUR OF THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE OVER PART 6 I RI0744 AS IN ALI0430

in Sault Ste. Marie, Ontario (the "Original Option Agreement"), a copy of which is appended as Appendix "A" to this Amending Agreement;

AND WHEREAS the Tenant has requested that the map shown on FIGURE NO: 4 in SCHEDULE "A-1" EASEMENT LANDS to the Original Option Agreement be modified with all other terms and conditions remaining the same;

NOW THEREFORE the parties agree as follows:

1. The map being FIGURE NO: 4 in SCHEDULE "A-1" EASEMENT LANDS of the Original Option Agreement is hereby deleted and replaced with the updated FIGURE NO: 4 attached hereto as Schedule "A" to this Agreement.
2. The amount of the "Purchase Price" as set out in Section 2 of the Original Option Agreement, being Sixteen Thousand Seven Hundred Dollars (\$16,700.00) is deleted and replaced with the amount of Nineteen Thousand Seven Hundred (\$19,700.00) Dollars for the "Purchase Price".
3. The amount of the "Incentive Payment" as set out in Section 3 of the Original Option Agreement, being Twelve Thousand Twenty-Five (\$12,025.00) Dollars is deleted and replaced with the amount of Fourteen Thousand Eight Hundred (\$14,800.00) Dollars for the "Incentive Payment".
4. The balance of the terms and conditions as set out in the Original Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

**PUC (TRANSMISSION) LP BY ITS GENERAL
PARTNER PUC (TRANSMISSION) GP INC.**

ROBERT BREWER, PRESIDENT

I have authority to bind the Corporation

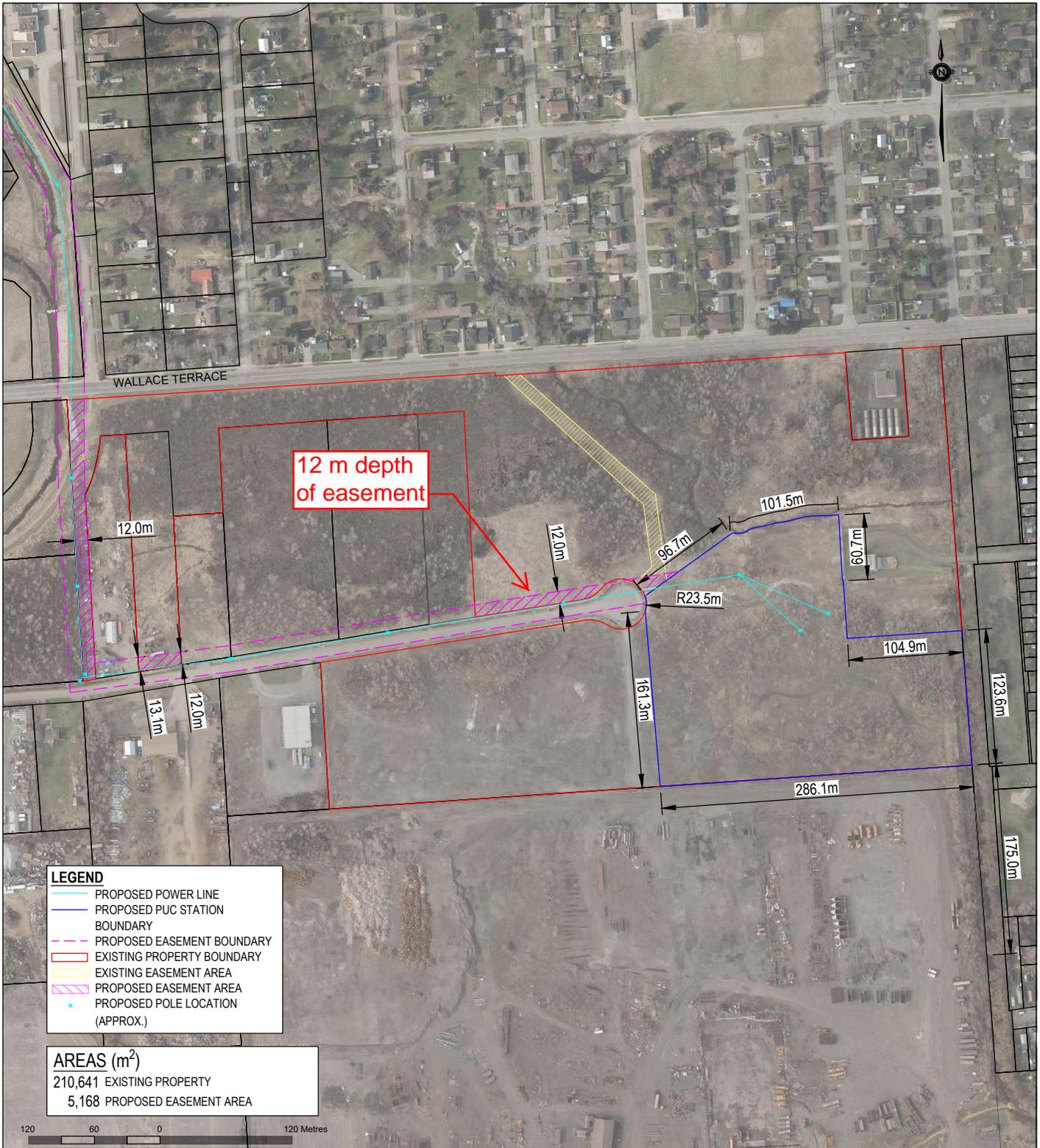
**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

We have authority to bind the Corporation

Schedule "A"



LEGEND

- PROPOSED POWER LINE
- PROPOSED PUC STATION BOUNDARY
- - - PROPOSED EASEMENT BOUNDARY
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT AREA
- ▨ PROPOSED EASEMENT AREA
- * PROPOSED POLE LOCATION (APPROX.)

AREAS (m²)

210,641	EXISTING PROPERTY
5,168	PROPOSED EASEMENT AREA



	PROJECT: SAULT STE. MARIE 230 KV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE: 1:5,000
	TITLE: 060001003000000 0 YATES AVE	DRAWN BY: JB CHECKED BY: DS
	CLIENT: PUC TRANSMISSION LP	PROJECT NO: 221-01502-00 DATE: DECEMBER 2024 FIGURE NO: 4

Appendix "A"

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT made as of the ~~25th day of March, 2024~~ 8th day of April, 2024 (the "Agreement Date").

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

**PUC (TRANSMISSION) LP by its General Partner
PUC (TRANSMISSION) GP INC.**

(hereinafter called "PUC Transmission")

OF THE SECOND PART

RECITALS:

- A. The Owner is the owner of the lands and premises described in Schedule "A" (the "Lands");
- B. The Owner has agreed to grant to PUC Transmission for the consideration and on the terms and conditions set out herein and attached hereto as Schedule "B" (the "**Standard Terms and Conditions**") an option to purchase a right-of-way and easement in, on, over, under, across and through (the "**Easement**") that portion of the Lands described and shown on Schedule "A-1" attached hereto (the "**Easement Lands**"), the terms of which are more particularly set out in the Transfer and Grant of Easement (the "**Easement Agreement**") attached hereto as Schedule "C".

NOW THEREFORE, the parties hereby agree as follows:

1. GRANT OF OPTION

In consideration of the sum of **Five Hundred Dollars (\$500.00)** of lawful money of Canada paid by PUC Transmission to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner, (the "**Option Payment**") the Owner hereby grants to PUC Transmission an irrevocable option (the "**Option**"), to purchase the Easement upon and subject to the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto.

2. PURCHASE PRICE

In accordance with the terms and conditions set out herein, the Standard Terms and Conditions and the Schedules hereto, PUC Transmission agrees to pay to or to the order of the Owner the amount of **Sixteen Thousand Seven Hundred Dollars (\$16,700.00)** for the Easement Lands (the "Purchase Price") on the Closing Date.

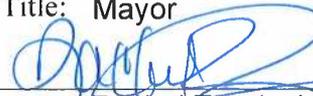
3. INCENTIVE PAYMENT

In addition to the payment of the Purchase Price as provided for in paragraph 2 herein, and as an incentive to the Owner to enter into this Option Agreement, PUC Transmission agrees to pay to or to the order of the Owner an incentive payment in the amount of **Twelve Thousand Twenty-Five Dollars (\$12,025.00)** on the Closing Date.

IN WITNESS WHEREOF the parties hereto have duly executed this Option Agreement as of the Agreement Date.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: 
Name: Matthew Shoemaker
Title: Mayor

Per: 
Name: Rachel Tyczinski
Title: City Clerk

**APPROVED BY
CITY OF SAULT STE. MARIE**

BY-LAW# 2024-41

We have authority to bind the Corporation

PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC.

Per: 
Name: Robert Brewer
Title: President

I have authority to bind the Corporation

SCHEDULE "A"
LEGAL DESCRIPTION

1. 31609-0390(LT)

PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 1R10744 EXCEPT PART 1 1R10935, PART 1 1R11773, PARTS 2 & 3 1R13242, PART 1 1R13366, PART 1 1R13469, PARTS 1 & 2 1R14070, PART 1 1R14088; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE

2. 31609-0392(LT)

PCL 12753 SEC AWS; PART SECTION 34 KORAH PARTS 4-8, 10-14, 17-19 1R10744 SAVE AND EXCEPT PART 2 1R14088; S/T LT127571; S/T EASEMENT IN FAVOUR OF THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SAULT STE. MARIE OVER PART 6 1R10744 AS IN AL10430

SCHEDULE "A-1"
EASEMENT LANDS

Legal description to be determined by deposited Reference Plan; Easement Lands shown outlined in the magenta-colour cross-hatched area in sketch attached.

****NOTE – Sketch shall be replaced by Easement Lands description once applicable Reference Plan is deposited.**



LEGEND	
	PROPOSED POWER LINE
	PROPOSED PUC STATION BOUNDARY
	PROPOSED EASEMENT BOUNDARY
	EXISTING PROPERTY BOUNDARY
	EXISTING EASEMENT AREA
	PROPOSED EASEMENT AREA
	PROPOSED POLE LOCATION (APPROX.)

AREAS (m ²)	
210,641	EXISTING PROPERTY
4,508	PROPOSED EASEMENT AREA



	PROJECT:	SAULT STE. MARIE 230 kV TRANSMISSION PROJECT: CLASS EA SAULT STE MARIE, ONTARIO	SCALE:	1:5,000
	TITLE:	060001003000000 0 YATES AVE	DRAWN BY:	JB
	CLIENT:	PUC TRANSMISSION LP	CHECKED BY:	DS
			PROJECT NO:	
			DATE:	NOVEMBER 2023
			FIGURE NO:	4

SCHEDULE “B”
STANDARD TERMS AND CONDITIONS

1. EXERCISE OF OPTION

The Option shall be open for exercise at any time from the Agreement Date until the 2nd anniversary of the Agreement Date, as same may have been extended in accordance with the terms hereof, (the “**Option Term**”), by providing written notice to the Owner (the “**Exercise Notice**”), after which time, subject to Section 2, this Option Agreement shall be null and void and no longer binding upon either of the parties. If the Option is exercised within the Option Term, then this Option Agreement shall become a binding agreement for the purchase and sale of the Easement and this Option Agreement shall be completed on the terms set out herein.

2. EXTENSION OF OPTION TERM

At any time during the Option Term, PUC Transmission may, by written notice delivered to the Owner prior to the expiration of the Option Term, as same may have been extended, extend the Option Term with respect to the Lands for one (1) additional period of one (1) year, provided that upon such election, PUC Transmission pays to the Owner the amount of **Five Hundred Dollars (\$500.00)** in consideration for the extension of the Option Term.

3. PURCHASE PRICE

(a) PUC Transmission shall pay the Purchase Price to or to the order of the Owner by way of a single payment by uncertified cheque or electronic funds transfer on the Closing Date (as hereinafter defined).

(b) The Owner acknowledges receipt of an appraisal report commissioned by PUC Transmission and, prepared by an external, independent appraiser with the Accredited Appraiser Canadian Institute (“ACI”) designation, (the “**PUC Transmission Appraisal**”).

4. CLOSING

The transaction of purchase and sale contemplated by this Option Agreement shall, subject to resolution of any title issues identified by PUC Transmission, be completed on the date that is ninety (90) days after PUC Transmission delivers the Exercise Notice to the Owner or on such earlier date as PUC Transmission, through its solicitors, may elect (the “**Closing Date**”). If the Closing Date is a date on which the Land Registry Office (the “**Land Registry Office**”) in which the Lands are registered is closed, the Closing Date shall be on the next following day when such Land Registry Office is open. In the event that there is a delay in the completion of the transaction beyond the Closing Date as established by PUC Transmission upon delivery of the Exercise Notice that arises through no fault of PUC Transmission,

then PUC Transmission shall not be responsible for any resulting delay in the Closing Date.

5. ACKNOWLEDGEMENT AND DIRECTION

The Owner and, if applicable, the Spouse, acknowledges and agrees that execution of the Option Agreement shall constitute execution of the Acknowledgement and Direction attached as Schedule "D" to the Option Agreement (the "**Acknowledgement and Direction**") authorizing PUC Transmission and its solicitors to register the Option and subsequent Easement on title to the Lands. PUC Transmission covenants and agrees to hold the Acknowledgement and Direction in escrow until PUC Transmission has paid the Purchase Price at which time the executed Acknowledgement and Direction and Option shall be released from escrow and may be acted upon by PUC Transmission.

6. REGISTRATION OF EASEMENT

The Owner acknowledges and agrees that PUC Transmission will register the Easement on title to the Lands on the Closing Date pursuant hereto and the Acknowledgement and Direction. PUC Transmission will provide notice to the Owner within a reasonable period of time after the Closing Date of the registration particulars of the Easement.

7. RIGHT TO TRANSFER

The Owner covenants and agrees with PUC Transmission that it has the right to grant the Easement without restriction and that PUC Transmission will quietly possess and enjoy the Easement Lands.

8. INSPECTION PERIOD AND EARLY ACCESS PERIOD

(a) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so much of the Lands as may be reasonably necessary at all reasonable times from the Agreement Date until the later of the expiration of the Option Term (as same may be extended) and the Closing Date, with or without all plant, machinery, material, supplies, vehicles, and equipment, for all purposes necessary or convenient to conduct such inspections, tests, audits, reports as PUC Transmission sees fit in connection with the acquisition, exercise or enjoyment of the Easement. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible following such inspections, tests, audits and reports.

(b) The Owner agrees and consents to PUC Transmission, its respective officers, employees, agents, contractors, sub-contractors, surveyors, workers, agents and permittees or any of them entering on, exiting and passing and repassing in, on, over, along, upon, across, through and under the Easement Lands and so

much of the Lands as may be as reasonably necessary at all reasonable times from date PUC Transmission delivers the Exercise Notice to commence construction activities on the Easement Lands. PUC Transmission shall restore the Lands to their prior condition so far as reasonably possible in the event that the purchase transaction contemplated by this Option Agreement is not completed as contemplated herein.

(c) PUC Transmission and any and all contractors, consultants or other persons authorized by PUC Transmission (hereinafter the "**PUC Transmission Authorized Representatives**") to enter the Easement Lands as aforesaid pursuant to paragraph 8(a) and 8(b), must all be compliant and be an approved Contractor under The Corporation of the City of Sault Ste. Marie's Contractor Prequalification Program as set out in the following website link before PUC Transmission and any PUC Transmission Authorized Representatives are permitted to enter the Easement Lands.

<https://saultstemarie.ca/Government/City-Departments/Corporate-Services/Finance/Purchasing/Vendors-List.aspx>

To that end, PUC Transmission shall ensure that all necessary paperwork is filed with the City and the City has confirmed that PUC Transmission and the PUC Transmission Authorized Representative is listed as an approved Contractor by the City before attending on the City Property.

(d) Except to the extent attributable to wilful or negligent acts of the Owner or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, PUC Transmission will at all times indemnify and save harmless the Owner from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Owner or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Owner and PUC Transmission) directly or indirectly arising out of, resulting from or sustained by the reason of PUC Transmission's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, pursuant to this Option Agreement or PUC Transmission's use of the Lands of the Owner for any purpose whatsoever, including ingress to or egress from the Easement Lands, pursuant to this Option Agreement.

9. SURVEY/REFERENCE PLAN

PUC Transmission agrees to obtain and register, at its sole expense, any new Reference Plan with respect to the Easement Lands that may be required by PUC Transmission for completion of this Option Agreement.

10. INCOME TAX ACT

The Owner represents and warrants and covenants that the Owner is not now and on Closing will not be a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.

11. HARMONIZED SALES TAX

The Owner and PUC Transmission acknowledge and agree that the grant of easement which is proposed under this Option Agreement constitutes a purchase and sale transaction of an interest in real property, and therefore, in conformance with subsections 221(2) and 228(4) of the *Excise Tax Act* R.S.C. 1985, c E-15, as amended (“the Act”), PUC Transmission shall report and pay to the Receiver General for Canada the Harmonized Sales Tax (“HST”) applicable to the purchase and sale of the Easement. For the purposes of this Section 11, PUC Transmission warrants that it is an HST registrant in good standing under the Act, that its HST registration number is 71848 0007 RT0001 and that it is acquiring the Easement for use primarily in the course of its commercial activities.

12. NOTICE OF OPTION

PUC Transmission may, in its sole discretion and at its sole expense register this Option Agreement or notice thereof on title to the Lands.

13. NO OTHER RIGHTS

The Owner covenants and agrees with PUC Transmission that the Owner shall not grant, create or transfer any easement, right, covenant, restriction, privilege, permission, or other agreement in, through, under, over or in respect of the Easement Lands prior to the registration of the Easement without the prior written consent of PUC Transmission.

14. PRIOR ENCUMBRANCES

The Owner hereby grants PUC Transmission permission, should PUC Transmission elect in its sole discretion, to approach any encumbrancer having an interest in the Easement Lands in priority to the Easement Agreement and to obtain (in registrable form) and register all necessary consents, postponements or subordinations from all current and future encumbrancers having an interest in the Easement Lands in priority to the Easement Agreement or this Option Agreement consenting, postponing or subordinating such encumbrance and their respective rights, title and

interest to the Easement and this Option Agreement or to place the Easement Agreement and this Option Agreement in first priority on title to the Easement Lands.

15. TIME OF ESSENCE

Time shall in all respects be of the essence hereof; provided, however, that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing between the parties or their respective counsel.

16. NOTICES

Notices to be given to either party shall be in writing, and will be sent via electronic mail (“email”), personally delivered or sent by registered mail (except during a postal disruption or threatened postal disruption), telegram, electronic facsimile or other similar means of prepaid recorded communication to the applicable address set forth below (or to such other address as such party may from time to time designate in such manner):

PUC (TRANSMISSION) LP:

500 Second Line East
Sault Ste. Marie ON P6B 4K1

Attention: Mr. Robert Brewer
Email: robert.brewer@ssmpuc.com

with a copy to its solicitors,

Spadafora Johnson Lepore LLP
202-747 Queen Street East
Sault Ste. Marie ON P6A 2A8

Attention: Mr. Mark A. Lepore
Email: mlepore@sjl.law

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE:

99 Foster Drive
Civic Centre, Level 4
Sault Ste. Marie ON P6A 5X6

Attention: Legal Department

Notices personally delivered shall be deemed to have been validly and effectively given on the day of such delivery. Any notice sent by registered mail shall be deemed to have been validly and effectively given on the fifth (5th) Business Day following the date on which it was sent. Any notice sent by email, telegram, electronic facsimile or other similar means of prepaid recorded communication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it was sent. “Business Day” shall mean any day which is not a Saturday or Sunday or a statutory holiday in the Province of Ontario.

17. ASSIGNMENT OF OPTION BY PUC TRANSMISSION

PUC Transmission shall have the right to assign all or any part of its interest in this Option Agreement and any or all rights, privileges and benefits accruing to PUC Transmission hereunder without the consent of the Owner prior to or on the Closing Date. Upon and to the extent of such assignment, this Option Agreement shall thenceforth be construed as if originally made with such assignee or assignees instead of PUC Transmission and PUC Transmission shall, to the extent of such assignment, thereupon be relieved of all liabilities and obligations whatsoever arising out of this Option Agreement.

18. SURVIVAL OF REPRESENTATIONS

The parties hereto agree that any representations or covenants contained in this Option Agreement shall not merge on closing, but survive and continue in full force and effect thereafter, but only as to the accuracy of the representation or covenant as at the date of completion of this Option Agreement.

19. ENTIRE AGREEMENT

The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Option Agreement save as expressly set out in this Option Agreement and that this Option Agreement and all Schedules hereto constitute the entire agreement between the parties and may not be modified except as expressly agreed between the Owner and PUC Transmission in writing.

20. SEVERABILITY

Any provision or provisions of this Option Agreement is declared illegal or unenforceable, it or they shall be considered separate and severable from the Option Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

21. GOVERNING LAW

This Option Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

22. SUCCESSORS AND ASSIGNS

This Option Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, attorneys, guardians, estate trustees, executors, trustees, successors and permitted assigns.

23. EXECUTION AND DELIVERY

This Option Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitutes one agreement. To evidence the fact that it has executed this Option Agreement, a party may send a copy of its executed counterpart to all other parties by a delivery method set out in Section 16 herein (the "Transmission") and the signature transmitted by such Transmission is deemed to be its original signature for all purposes.

24. PLANNING ACT

This Option Agreement is subject to the express condition that it is to be effective only if the provisions of the *Planning Act, R.S.O. 1990, c. P.13* and amendments thereto are complied with.

25. FURTHER ASSURANCES

The Owner covenants and agrees to execute, if necessary, at no further cost or condition to PUC Transmission such other instruments, plans and documents as may reasonably be required by PUC Transmission to effect the registration of the Easement or notice of this Option Agreement on title to the Lands.

26. SPOUSAL CONSENT

The Owner represents that, except to the extent such consent has been obtained, spousal consent to this transaction is not necessary and on closing will not be necessary under the provisions of the *Family Law Act, R.S.O. 1990, c. F.3*.

27. AGE

The Owner represents that the Owner is at least 18 years of age.

28. INDEPENDENT LEGAL ADVICE AND REPRESENTATION

The Owner acknowledges that the Owner is entitled to consult with an independent solicitor of the Owner's choice prior to entering into this Agreement. Further, the Owner acknowledges that he/she may retain independent legal representation for the purposes of all matters arising in connection with this Agreement. In entering into this Agreement, the Owner acknowledges he/she has had the opportunity to seek independent legal advice, and either has done so or has chosen not to do so. PUC Transmission agrees to pay the Owner's reasonable legal costs in connection with such independent legal advice or representation.

SCHEDULE "C"
TRANSFER AND GRANT OF EASEMENT

Whereas the Transferor is the owner in fee simple and in possession of the Easement Lands (as hereinafter defined);

And Whereas the Transferee has erected, or is about to erect, certain Works (as more particularly described in paragraph 1(a) herein) in, through, under, over, across, along and upon the Easement Lands (as hereinafter defined);

1. The Transferor hereby grants and conveys to the Transferee, its successors and assigns, the rights and easement, free from all encumbrances and restrictions, the following unobstructed and exclusive rights, easements, rights-of-way, covenants, agreements and privileges in perpetuity (the "**Rights**") on, in, through, under, over across, along and upon that portion of the Lands of the Transferor described in the Properties Section of the Transfer Easement to which this Schedule is attached (the "**Easement Lands**") for the following purposes:
 - (a) To enter and lay down, install, construct, erect, maintain, open, inspect, add to, enlarge, alter, repair and keep in good condition, move, remove, replace, reinstall, reconstruct, relocate, supplement and operate and maintain at all times on, in, through, under, over, across, along and upon the Easement Lands an electricity transmission system consisting of pole structures, towers, anchors, guys and braces and all such aboveground or underground lines, wires, cables, grounding electrodes, conductors, apparatus, works, accessories, associated material and equipment, and appurtenances pertaining to or required by such system (all or any of which are herein individually or collectively called the "**Works**") as in the opinion of the Transferee are necessary or convenient thereto for use as required by Transferee in its undertaking from time to time, or a related business venture.
 - (b) To enter on and cut or prune, and to clear and keep clear, and remove all trees, branches, bush and shrubs and other obstructions and materials, over or upon the Easement Lands, and without limitation, to cut and remove all leaning or decayed trees located on the Lands whose proximity to the Works renders them liable to fall and come in contact with the Works or which may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.
 - (c) To conduct all engineering, legal surveys, and make soil tests, soil compaction and environmental studies and audits in, under, on and over the Easement Lands as the Transferee in its discretion considers requisite.
 - (d) To erect, install, construct, maintain, repair and keep in good condition, move, remove, replace and use bridges and such gates in all fences which are now or may hereafter be on the Easement Lands as the Transferee may from time to time consider necessary.
 - (e) Except for permitted paragraph 2(a) installations, to clear the Easement Lands and keep same clear of all buildings, structures, erections, installations, or other

obstructions of any nature (hereinafter collectively called the “**obstruction**”) whether above or below ground, including removal of any materials and equipment or plants and natural growth, which in the opinion of the Transferee, endanger its Works or any person or property or which may be likely to become a hazard to any Works of the Transferee or to any person or property or which do or may in any way interfere with the safe, efficient or serviceable operation of the Works or this easement by the Transferee.

- (f) To enter on and exit by the Transferor’s access routes and to pass and repass at all times on, in, over, along, upon and across the Easement Lands and so much of the Lands as is reasonably required, for Transferee, its respective officers, employees, agents, servants, contractors, subcontractors, workmen and permittees with or without all plant machinery, material, supplies, vehicles and equipment for all purposes necessary or convenient to the exercise and enjoyment of this easement subject to compensation afterwards for any crop or other physical damage only to the Lands or permitted structures sustained by the Transferor caused by the exercise of this right of entry and passageway.
- (g) To remove, relocate and reconstruct the line on or under the Easement Lands subject to payment by the Transferee of additional compensation for any damage caused thereby.

2. The Transferor agrees that:

- (a) It will not interfere with any Works established on or in the Easement Lands and shall not, without the Transferee’s consent in writing erect or cause to be erected or permit in, under or upon the Easement Lands any obstruction or plant or permit any trees, bush, shrubs, plants or natural growth which does or may interfere with the Rights granted herein. The Transferor agrees it shall not, without the Transferee’s consent in writing, change or permit the existing configuration, grade or elevation of the Easement Lands to be changed and the Transferor further agrees that no excavation or opening or work which may disturb or interfere with the existing surface of the Easement Lands shall be done or made unless consent therefore in writing has been obtained from Transferee, provided however, that the Transferor shall not be required to obtain such permission in case of emergency. Notwithstanding the foregoing, in cases where in the reasonable discretion of the Transferee, there is no danger or likelihood of danger to the Works of the Transferee or to any persons or property and the safe or serviceable operation of this easement by the Transferee is not interfered with, the Transferor may at its expense and with the prior written approval of the Transferee, construct and maintain roads, lanes walks, drains, sewers water pipes, oil and gas pipelines, fences (not to exceed 2 metres in height) and service cables on or under the Easement Lands (the “**Installation**”) or any portion thereof; provided that prior to commencing such Installation, the transferor shall give to the Transferee thirty (30) days’ notice in writing thereof to enable the Transferee to have a representative present to inspect the proposed Installation during the performance of such work, and provided further that Transferor comply with all instructions given by such representative and that all such work shall be done to the reasonable satisfaction of such representative. In the event of any unauthorized interference aforesaid or contravention of this paragraph, or if any authorized interference, obstruction or Installation is not maintained in accordance with the Transferee’s instructions or in

the Transferee's reasonable opinion, may subsequently interfere with the Rights granted herein, the Transferee may at the Transferor's expense, forthwith remove, relocate, clear or correct the offending interference, obstruction, Installation or contravention complained of from the Easement Lands, without being liable for any damages cause thereby.

- (b) notwithstanding any rule of law or equity, the Works installed by the Transferee shall at all times remain the property of the Transferee, notwithstanding that such Works are or may become annexed or affixed to the Easement Lands and shall at any time and from time to time be removable in whole or in part by Transferee.
- (c) no other easement or permission will be transferred or granted and no encumbrances will be created over or in respect to the Easement Lands, prior to the registration of a Transfer of this grant of Rights.
- (d) The Transferor will execute such further assurances of the Rights in respect of this grant of easement as may be requisite.
- (e) The Rights hereby granted:
 - (i) shall be of the same force and effect to all intents and purposes as a covenant running with the Easement Lands; and
 - (ii) are declared hereby to be appurtenant to and for the benefit of the Works and undertaking of the Transferee described in paragraph 1(a).

3. The Transferee covenants and agrees to obtain at its sole cost and expense all necessary postponements and subordinations (in registrable form) from all current and future prior encumbrancers, postponing their respective rights, title and interest to the transfer of Easement herein so as to place such Rights and easement in first priority on title to the Easement Lands.

4. Except to the extent attributable to wilful or negligent acts of the Transferor or its servants, employees, agents, contractors, subcontractors, permittees, licensees, lessees or those for whom such agents, contractors, subcontractors, permittees, licensees, or lessees are responsible, the Transferee will at all times indemnify and save harmless the Transferor from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever arising, including those concerning any environmental liability, those arising under the Occupiers Liability Act, and those for compensation under the Workplace Safety and Insurance Act, 1997 or any similar Act, made or brought against, suffered by, or imposed upon the Transferor or its property, servants, agents, or any other person, firm or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the Transferor and the Transferee) directly or indirectly arising out of, resulting from or sustained by the reason of this easement or the Transferee's occupancy or use of the Easement Lands or any buildings, fixtures, improvements, structures or chattels thereon, or the Transferee's use of other lands of the Transferor for any purpose whatsoever, including ingress to or egress from the Easement Lands, or any operation connected

with this easement, or any breach or non-performance by the Transferee of its covenants and obligations under this easement.

5. The Transferee agrees to maintain at all times a minimum of Five Million (\$5,000,000.00) Dollars comprehensive public liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers of recognized responsibility.
6. There are no representations, covenants agreements, warranties and conditions in any way relating to the subject matter of this grant of Rights whether expressed or implied, collateral or otherwise except those set forth herein.
7. No waiver of a breach or any of the covenants of this grant of Rights shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
8. The burden and benefit of this transfer of Rights shall run with the Easement Lands and the Works and undertaking of the Transferee and shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

SCHEDULE "D"
ACKNOWLEDGEMENT AND DIRECTION

TO: PUC (Transmission) LP ("PUC TRANSMISSION")

AND TO: Spadafora Johnson Lepore LLP, PUC Transmission's Solicitors herein

AND TO: Any and all designees of the above

RE: Option Agreement dated March 25, 2024, (the "Option Agreement") and the Transfer and Grant of Easement in substantially the form attached as Schedule "C" to the Option Agreement (the "Easement Agreement")

This will confirm that:

- PUC Transmission and the Owner have reviewed the information set out in the Option Agreement and the draft document(s) attached to the Option Agreement, and that this information is accurate;
- You are authorized and directed to sign and register electronically on behalf of the undersigned the Option Agreement and the Easement Agreement as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the Option Agreement and the Easement Agreement as may be required to effect registration of such document including the insertion of a registerable legal description to describe the lands subject to the easement being granted pursuant to the Easement Agreement in the event one is not available at the time of execution of the Option Agreement; provided such amendments are non-material to the terms of the Option Agreement and the Easement Agreement and do not expand the description of the Easement Lands as described and/or illustrated in the Option Agreement in any material manner;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the Owner and PUC Transmission, and the Owner and PUC Transmission understand that each are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if each had signed these documents;
- You are directed to insert the names set forth in the signatory section of the Option Agreement as persons authorized (or other authorized signing officers of PUC Transmission) to act on behalf of PUC Transmission and the Owner, as applicable;
- The Owner acknowledges that Spadafora Johnson Lepore LLP has not met with them nor been engaged by them, is not entering into a solicitor-client relationship with them and is not representing them solely or jointly with PUC Transmission for the purposes of the preparation, negotiation, completion or registration of the Option Agreement or the Easement Agreement. Spadafora Johnson Lepore LLP will act in a limited capacity as agent for the undersigned

for the purposes of registering the Option Agreement and the Easement Agreement; and

- PUC Transmission and the Owner are in fact the parties named in the electronic documents described in this Acknowledgement and Direction and each has not misrepresented the identity of same to you.

Dated the 8th day of April, 2024.

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

Per: 
Name: Matthew Shoemaker
Title: Mayor

Per: 
Name: Rachel Tyczinski
Title: City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-25

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and S&P Global Canada Corporation for the extension of the agreement for credit rating services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated February 24, 2025 between the City and S&P Global Canada Corporation, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the extension of the agreement for credit rating 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 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Amending Agreement is made effective the 24 day of February, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

S&P GLOBAL CANADA CORPORATION

(hereinafter referred to as the "S&P")

WHEREAS the City and S&P entered into an Agreement dated June 20, 2020, for the provision of credit rating services;

AND WHEREAS the City and the Contractor entered an original five-year agreement, ending in June 2025. The parties wish to enter into a further three-year extension agreement to end June 2028;

AND WHEREAS S&P has provided the additional three years of pricing that is in keeping with the original agreement with a maximum 3% increase from year to year;

AND WHEREAS the City recommends and agrees to amend the said Agreement to extend the expiry date in the Agreement to June 21, 2028;

NOW THEREFORE the parties agree as follows:

1. That the agreement's expiry date be extended to June 21, 2028;
2. That pricing for 2025 will be \$26,500 plus HST;
3. That pricing for 2026 will be \$27,300 plus HST; and
4. That pricing for 2027 will be \$28,100 plus HST.

- 5. The remaining paragraphs, Schedules, terms and conditions of the said original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Per:

NAME:
TITLE:

NAME:
TITLE:

I/We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-26

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Jayteq Pro Shop for the lease and operation of space for a Pro Shop at the John Rhodes Community Centre for a term of five (5) years.

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 24, 2025 between the City and Jayteq Pro Shop, a copy of which is attached as Schedule "A" hereto. This Agreement is for the lease and operation of space for a Pro Shop at the John Rhodes Community Centre for a term of five (5) years.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Agreement made this 24th day of February, 2025

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

BETWEEN: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**
hereinafter called the "Landlord"

-and-

JAYTEQ PRO SHOP
hereinafter called the "Tenant"

WHEREAS the Landlord desires to lease the Demised Area to the Tenant;

AND WHEREAS the Tenant wishes to operate the Demised Area for a **Pro Shop**;

NOW THEREFORE the parties agree as follows:

1. In this lease:
 - a) "Demised Area" shall mean a **Pro Shop** comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 680 square feet of leaseable area.
 - b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:
 - (i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from Demised Area.
 - (ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
 - (iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
 - (iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.
 - (v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.

No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the price charged in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

- (i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.

- (ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
- (iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.

c) "Manager" shall mean the Landlord's Manager of Community Arenas.

2. The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing **March 1, 2025, and expiring May 30, 2030**, on the terms and conditions set out in this Lease, with rent payable on the **15th day** of each month during the term. The commencement date may be changed on the written agreement of the parties should the construction of the project be concluded earlier or later as the case may be.

The Tenant may renew the agreement for one (1) other term of five (5) years, subject to the successful negotiation by the parties

3.

- a) The Tenant shall during the Term, pay the Landlord as follows:

Lease Terms and Payments

WINTER – SEPTEMBER to APRIL

- RENT – \$1204.16 + HST
- COMMON AREA FEES – \$96.33 + HST

SUMMER – MAY to AUGUST – With Both Ice Sheets Open and In Use

- RENT - \$481.67 + HST
- COMMON AREA FEES – \$96.33 + HST

SUMMER – With No Ice Sheets Open or In Use

- RENT - \$294.78 + HST
- COMMON AREA FEES - \$96.33 + HST

- b) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
- (i) its own cleaning costs.
 - (ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which can be billed monthly to the Tenant by the Landlord.
 - (iii) any goods and services tax payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax.

- (iv) common area costs, shared on a pro rata basis for utility costs, cleaning costs, snow removal costs, and security, at the rate of \$96.33 per month.
- c) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.

4.

- a) The Tenant covenants with the Landlord:
 - (i) to pay rent;
 - (ii) to pay all charges (including penalties and interest) for water, electricity and other utilities supplied to the Demised Area, directly to the supplier thereof in each case;
 - (iii) not to make changes in the Demised Area except in accordance with plans therefor which have been submitted to, and approved by, the Manager, such approval not be unreasonably withheld and to make any such changes expeditiously in a good and workerlike manner (including property clean-up) to the satisfaction of the Manager;
 - (iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
 - (v) to use the Demised Area only for the purposes of a **Pro Shop**. The **Pro Shop** shall not be allowed to sell food or drink products.
 - (vi) not to assign or sublet this lease without the permission of the Landlord and the Landlord will not unreasonably withhold that permission.
 - (vii) not to erect any signs on the Demised Area without the written consent of the Manager;
 - (viii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - (ix) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
 - (x) not to store inflammable or explosive substances on the Demised Area;
 - (xi) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - (xii) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and
 - (xiii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is

given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

- b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term.

The Tenant shall operate seven days per week. The Tenant's hours of operation shall be from **Monday to Friday, 3:00 p.m. to 9:00 p.m. and on Saturday and Sunday from 10:00 a.m. to 6:00 p.m.**, unless otherwise agreed to in writing by the Manager of Community Centres

As per RFP:

WINTER - SEPTEMBER to APRIL

- **Monday to Friday - 3:00pm to 9:00pm**
- **Saturday and Sunday - 10:00am to 6:00pm**

SUMMER - MAY to AUGUST

- **Monday to Thursday - 10:00am to 6:00pm**

HOLIDAYS

TBD - Will be based around arena hours of operation and number of ice rentals.

5. The Tenant covenants that the entrance and exit to the Demised Area shall be:
- a) in the case of the exterior entrance being from the north side of the main arena entrance; and
 - b) in the case of the interior entrance being in the corridor adjoining the pool only and the Tenant shall cause proper signs in this regard to be erected.
- 6.
- a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy Act and Insolvency Act, R.S.C. 1985, c. B-3, or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
 - b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
 - c) This indenture makes provision for re-entry by the Landlord on nonpayment of rent or non-performance of covenants.

7.

- a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, awards, losses, costs, (including legal costs on a substantial indemnity basis) charges, damages, actions, suits and other proceedings whatsoever (including those under or in connection with the Workplace Safety and Insurance Act, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area covered under this Agreement or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
 - (i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
 - (ii) 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 licensed to conduct business in Ontario.
 - (iii) The Landlord shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be 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 Landlord. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Landlord's Risk Manager, shall be provided to the Landlord prior to the commencement of the Term.
 - (iv) Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.
- c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, awards, losses, costs (including legal costs on a substantial indemnity basis), charges, damages, actions, suits and other proceedings under the Construction Lien Act, R. S. O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
- d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
- e) The provisions of this clause 8 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xii) and (xiii) of clause 4(a) of the lease.

8. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.

9. a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed.

in the case of notice to the Landlord to:

Manager of Community Arenas
Community Services Department
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:

Company Name: JAYTEQ PRO SHOP
Address: 480 Northland Rd
Sault Ste. Marie, Ontario P6C 3N8
Contact: Jay Thomas
Email: jayteq09@gmail.com
Phone: 705-542-8202

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.

10. a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

11.
 - a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
 - b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.

12. The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
 - a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
 - c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.

13.
 - a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
 - b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
 - c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
 - d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.

14.
 - a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
 - b) The Tenant 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 lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
 - c) The provisions of this lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

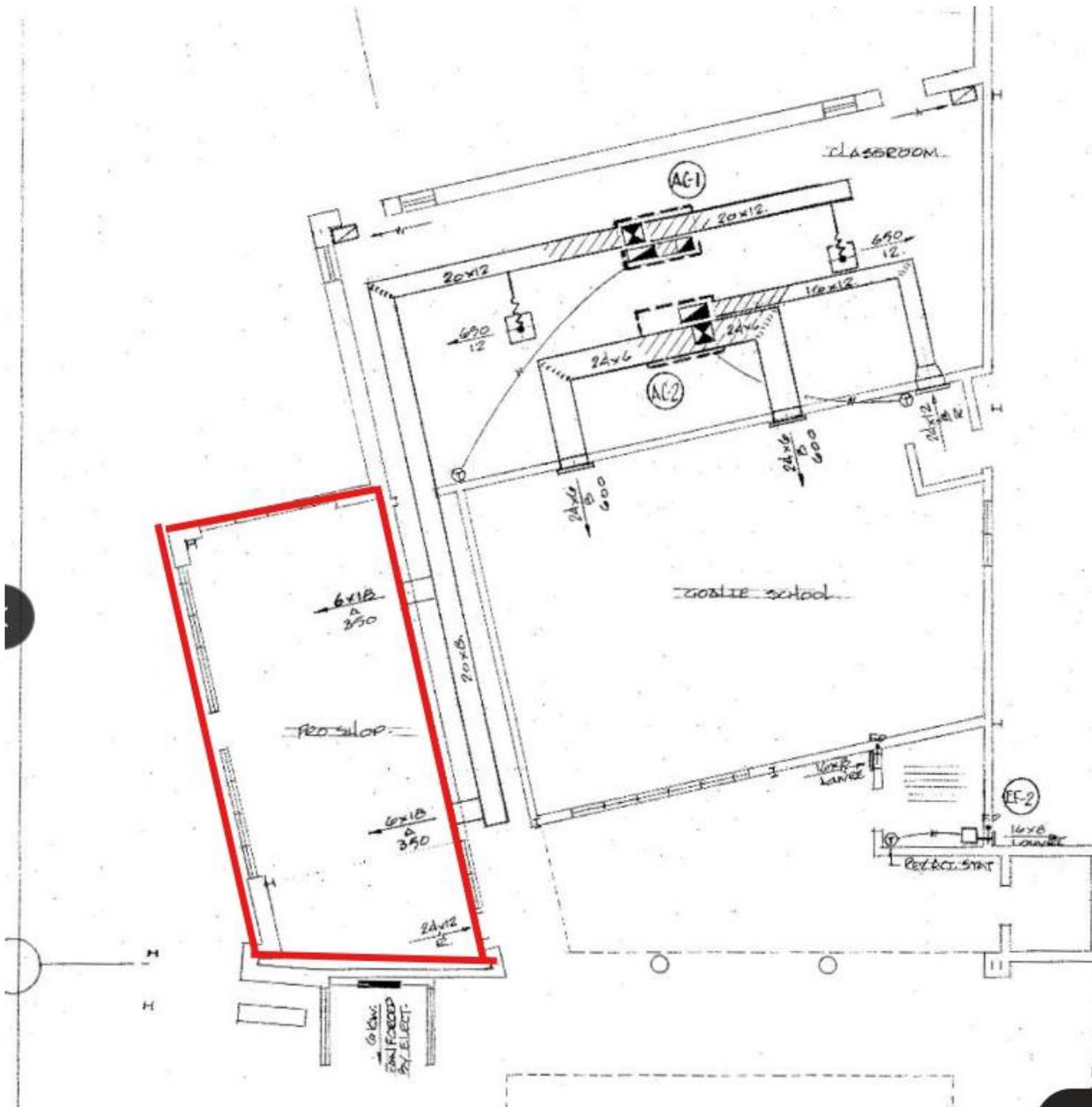
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

JAYTEQ PRO SHOP

PRESIDENT – Jay Thomas
I have the authority to bind the corporation



Schedule A

**Attached to and forming part of a Lease Between
The Corporation of the City of Sault Ste. Marie, Landlord
and
Jayteq Pro Shop, Tenant
Schedule "B"**

**John Rhodes Community Centre
Jayteq Pro Shop — Financial Agreement
Item #1 – Base Rent Per Year**

	Year 1	Year 2	Year 3	Year 4	Year 5
Summer In	\$ 12,715.92				
Summer Out	\$ 11,968.36				

	Months		13%	
WINTER – SEPTEMBER to APRIL			Hst	Total
- RENT – \$1204.16 + HST	8	\$ 1,204.16	\$ 156.54	\$ 1,360.70
- COMMON AREA FEES – \$96.33 + HST	8	\$ 96.33	\$ 12.52	\$ 108.85
SUMMER – MAY to AUGUST – With Both Ice Sheets Open and In Use				
- RENT - \$481.67 + HST	4	\$ 481.67	\$ 62.62	\$ 544.29
- COMMON AREA FEES – \$96.33 + HST	4	\$ 96.33	\$ 12.52	\$ 108.85
SUMMER – With No Ice Sheets Open or In Use				
- RENT - \$294.78 + HST	4	\$ 294.78	\$ 38.32	\$ 333.10
- COMMON AREA FEES - \$96.33 + HST	4	\$ 96.33	\$ 12.52	\$ 108.85

The rental rate for May, June, July and August will be reduced. This reflects a reduction in the use of the facility. This is calculated in the above annual rental figure.

Item #2 – Utility Costs, Common Areas costs, Cable TV – charge \$96.33 +hst per month

Items #3 – Proponent is also responsible for cleaning costs of the demised area, property taxes (this can be invoiced monthly if requested), common area costs, insurance and liability coverage of \$2 Million, letter of credit for \$5,000, applicable G.S.T. or H.S.T.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-27

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street, Gladwyn Road described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY’S; SAULT STE. MARIE, Giuliani Subdivision (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe, and Frank Spina).

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY’S; SAULT STE. MARIE, Giuliani Subdivision.

2. **EFFECTIVE DATE**

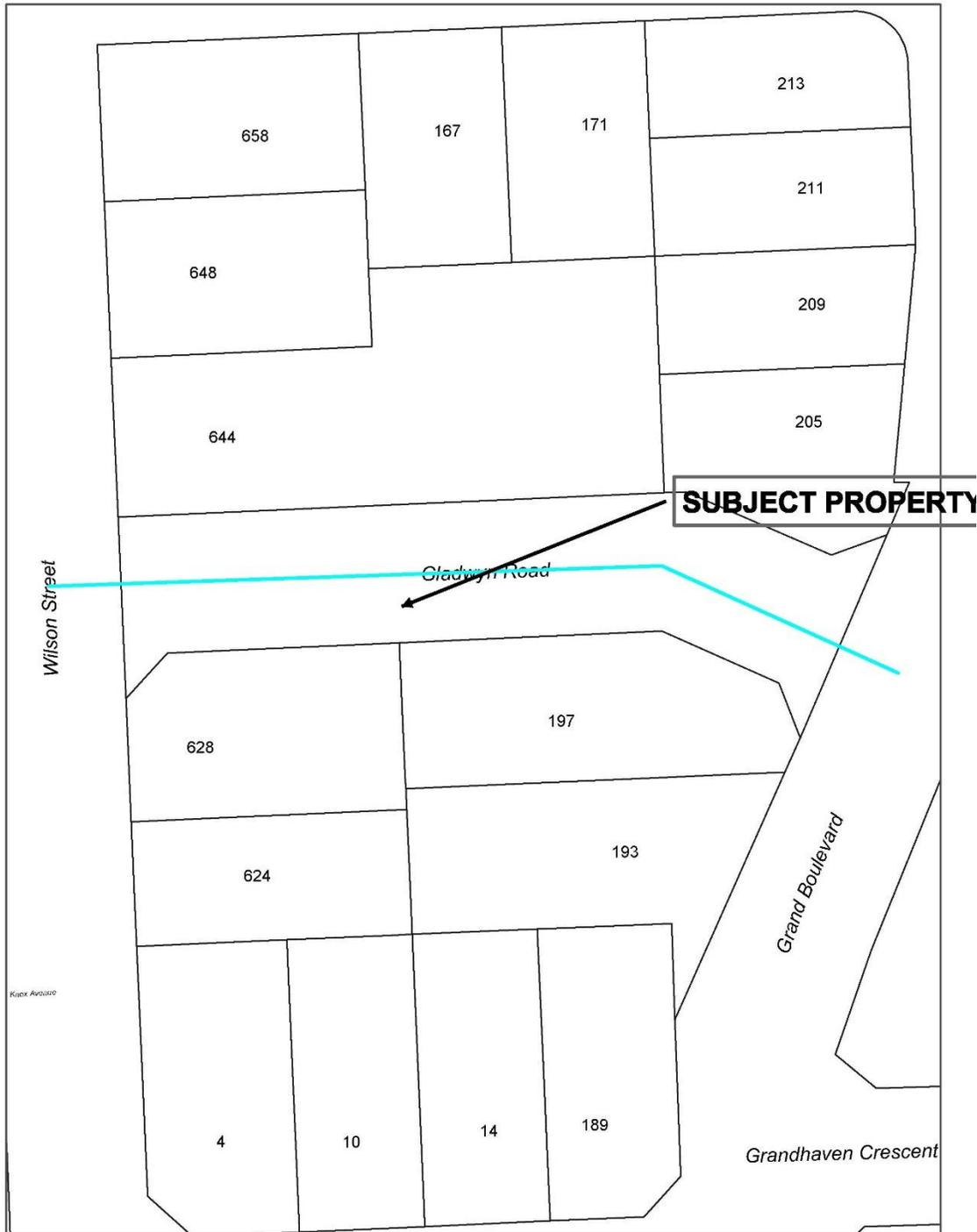
The by-law takes effect on the day of its final passing.

PASSED in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2025-27. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-29

ENGINEERING: A by-law to authorize the execution of the Contract between the City and S&T Electrical Contractors Limited for UV Upgrades at the East End Wastewater Treatment Plant (Contract 2024-9E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated February 24, 2025, between the City and S&T Electrical Contractors Limited, a copy of which is attached as Schedule "A" hereto. This Contract is UV Upgrades at the East End Wastewater Treatment Plant (Contract 2024-9E).

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 24th day of February, 2025.

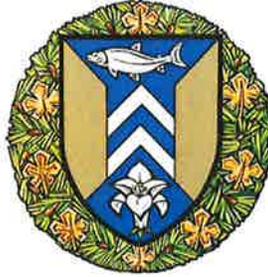
MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

City of Sault Ste. Marie
Contract No. 2024-9E

East End WWTP UV Upgrades
AECOM PN 60718973



The Corporation of the City of Sault Ste Marie

**East End WWTP UV Upgrades
Contract No. 2024-9E**

FORM OF AGREEMENT

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 24th day of February in the year 2025, by and between **S&T Electrical Contractors Limited**, hereinafter called the “**Contractor**”,

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the “**Owner**”.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the necessary machinery, tools, equipment, materials, supplies, labour, and other means of construction, to complete all of the works shown and described in, and in strict accordance with, the Contract Documents entitled:

CONTRACT NAME: East End WWTP UV Upgrades
CONTRACT NUMBER: 2024-9E

which have been signed in triplicate by both parties and which were prepared by AECOM Canada ULC, acting as Contract Administrator and herein entitled, the “**Contract Administrator**”.

2. The Contractor will do and fulfill everything indicated by the Agreement (being this Form of Agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Technical Specifications, the Bid System Submissions, the Information to Bidders, Ontario Standard Specifications and Drawings, OPSS.MUNI 100 (November 2019 version or newest) and working drawings.
3. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the Special Provisions, Technical Specifications, and General Conditions.
4. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise specified.
5. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the Contract Time specified, and if the said works have not been completed before that date the said Contractor will pay to the Owner the sum of \$2,500.00 dollars as liquidated damages for every working day beyond the date the said works shall remain incomplete, which amount may be recovered as a debt, or may be set-off against any money payable under this Contract or otherwise.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and save harmless the Owner and, its

elected officials, officers, employees, volunteers, agents, consultants, and all respective heirs and executors, successors and assigns, from and against any and all claims, causes of action, losses, expenses, fines, costs (including legal costs), interest, charges and damages of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work, or arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, subcontractors, or those for whom at law the Contractor is responsible, in connection with or in any way related to the delivery or performance of this Contract, whether or not the Owner is partially responsible for such claims, demands, actions, losses, expenses, costs or damages. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement.
8. The Owner shall be at liberty to pay any moneys due or to become payable under this Contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workers or sub-Contractors or other persons for work done in connection with this Contract, or of any moneys which may be owing for materials supplied for the works hereby Contracted for, and before payment of any moneys under this Contract the Owner will require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.
9. This Contract is based upon a tender bid submission dated the 18th day of December 2024 made by the Contractor. Where the terms of that tender and the terms of this final agreement vary, this agreement shall take precedence.
10. The Contractor shall provide, maintain, and pay for the insurance coverages as specified in the Information to Bidders.
11. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6
Attention: Catherine Taddo

Contractor: S&T Electrical Contractors Limited
158 Sackville Road
Sault Ste. Marie, Ontario
P6B 4T6
Attention: Martin Girardi

Contract Administrator: AECOM Canada ULC
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4
Attention: John Griffiths

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signing parties agree to be bound by the electronic signature and agree to electronic execution.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

CONTRACTOR
S&T ELECTRICAL
CONTRACTORS LIMITED

Matthew Shoemaker
Mayor

Signature
I have the authority to bind the Corporation

Rachel Tyczinski
Municipal Clerk

Name
(Please Print)

Deputy City Clerk - Madison Zuppa

This agreement may be executed in any number of counterparts, and/or by facsimile or email transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one in the same instrument. Any party executing this Agreement by fax or Adobe Acrobat file shall, immediately following a request by any other Party, provide an originally executed counterpart of this agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement, except to the extent that such electronic execution is not otherwise permitted under the Electronic Commerce Act, 2000 (Ontario).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-30

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street that portion of Nokomis Beach Road described as PART PIN 31615-0114 (LT) PART OF SECTION 16 PARKE PARTS 1 AND 2 1R-14220, SAULT STE. MARIE (City request).

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described as PART PIN 31615-0114 (LT) PART OF SECTION 16 PARKE PARTS 1 AND 2 1R-14220, SAULT STE. MARIE.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

PLAN OF SURVEY OF
PART OF SECTION 16
GEOGRAPHIC TOWNSHIP OF PARKE
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA
TULLOCH GEOMATICS INC.
2024



SCALE 1:500

THE INTENDED PLOT SIZE OF THIS PLAN IS 420mm IN WIDTH BY 594mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:500

BEARING NOTE:

BEARINGS ARE UTM GRID, DERIVED BY REAL TIME KINEMATIC OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE).

METRIC:

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:

GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 1.000019.

CONVERGENCE NOTE:

FOR BEARING COMPARISONS, NO CONVERGENCE (ROTATION) FACTOR HAS BEEN APPLIED TO THE UTM GRID BEARINGS OF UNDERLYING PLANS P, P1, P3.
A CONVERGENCE (ROTATION) FACTOR OF 0°01'45" CLOCKWISE HAS BEEN APPLIED TO THE ASTRONOMIC BEARINGS OF UNDERLYING PLAN P2 TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS.

LEGEND:

- DENOTES FOUND MONUMENT
- DENOTES PLANTED MONUMENT
- SIB DENOTES STANDARD IRON BAR 0.025 x 0.025 x 1.22
- SSIB DENOTES SHORT STANDARD IRON BAR 0.025 x 0.025 x 0.61
- IB DENOTES IRON BAR 0.015 x 0.015 x 0.61
- ORP DENOTES OBSERVED REFERENCE POINT
- NEF DENOTES NO EVIDENCE FOUND
- M DENOTES MEASURED
- S DENOTES SET
- P DENOTES PLAN IR-13792
- P1 DENOTES PLAN IR-13359
- P2 DENOTES PLAN IR-6819
- P3 DENOTES PLAN AR-173
- 1604 DENOTES TULLOCH GEOMATICS INC., O.L.S.
- JBC DENOTES J.B. CHAMBERS, O.L.S.
- DSU DENOTES D.S. URSO, O.L.S.
- SLM DENOTES S.L. McEDUGALL, O.L.S.
- CF DENOTES CALCULATED FROM

SCHEDULE			
PART	SECTION	PIN	AREA
1	PART OF SECTION 16	PART OF PIN 31615-0114	0.184 ha
2			0.040 ha

PLAN IR-14220

Received and deposited

December 16th, 2024

Tracy Welch

Representative for the
Land Registrar for the
Land Titles Division of
Algoma (No.1)

PART 1
PLAN IR-13792

GEOGRAPHIC
OF
N.E. 1/4

PART 2
31615-
DRIVE
BEACH
PART 1
31615-0152

TOWNSHIP
PARKE
SECTION
16

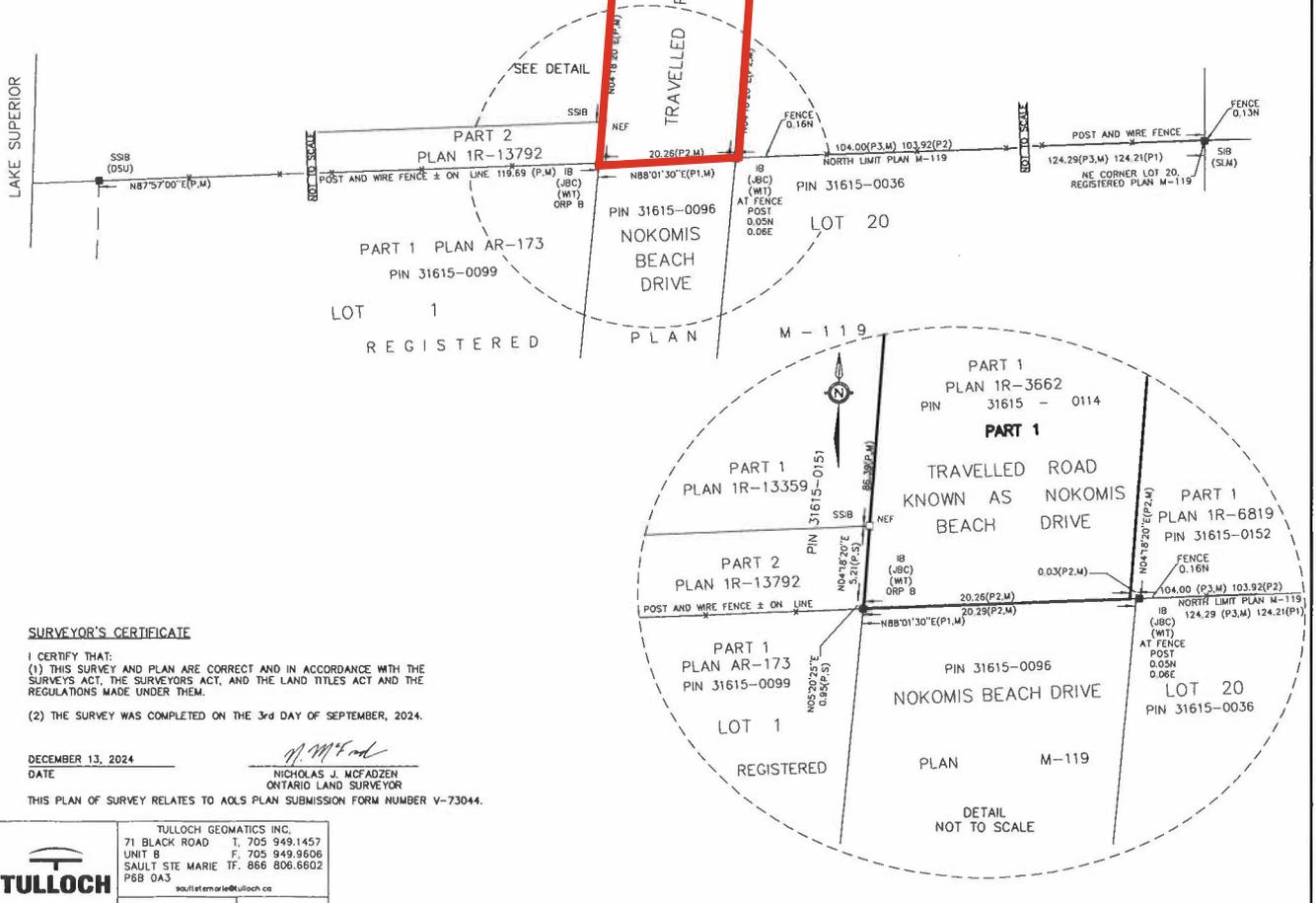
Subject Property

OBSERVED REFERENCE POINTS (ORPs) ARE UTM ZONE 16, NAD83 (CSRS) (2010) AND ARE TO URBAN ACCURACY AS PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP 'A'	5150960.28	689583.81
ORP 'B'	5150807.08	689572.27

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

LAKE SUPERIOR



SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
(2) THE SURVEY WAS COMPLETED ON THE 3rd DAY OF SEPTEMBER, 2024.

DECEMBER 13, 2024
DATE

NICHOLAS J. MCFADZEN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-73044.

TULLOCH
TULLOCH GEOMATICS INC.
71 BLACK ROAD T. 705 949.1457
UNIT B F. 705 949.9606
SAULT STE MARIE TF. 866 806.6602
P6B 0A3
sault.stemarie@tulloch.ca
DRAWN BY: RT FILE: 212561

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-31

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **Sault Ste. Marie Park Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Sault Ste. Marie Park Subdivision** was registered in the Land Titles Division on **May 13, 1913 as Plan PL7602**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Sault Ste. Marie Park Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF SAULT STE. MARIE PARK SUBDIVISION DEEMED NOT REGISTERED**

LT 703-705, PT LT 706, LT 707-709, PT LT 706 Plan PL7602, Sault Ste. Marie Park Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

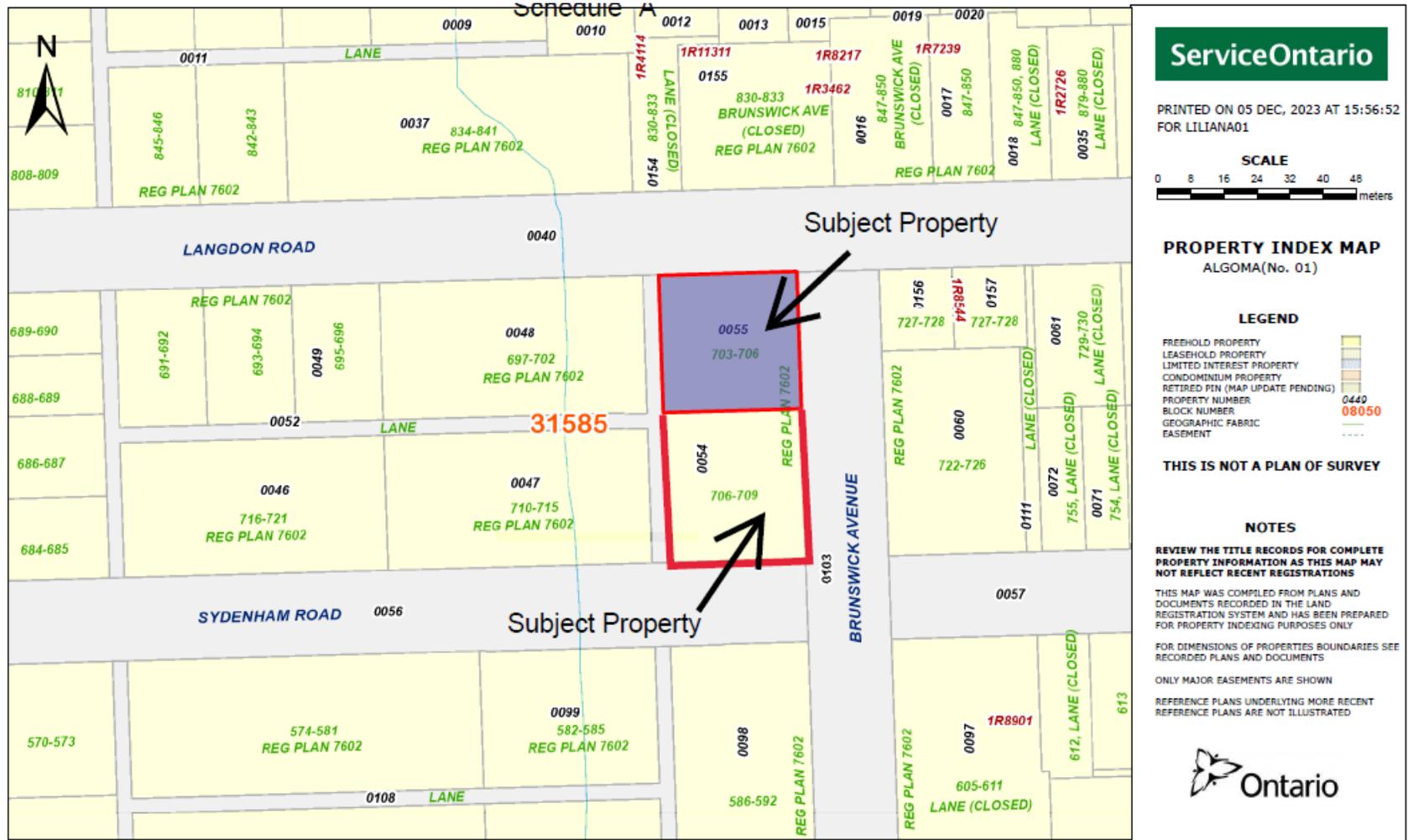
PASSED in open Council this 24th day of February, 2025.

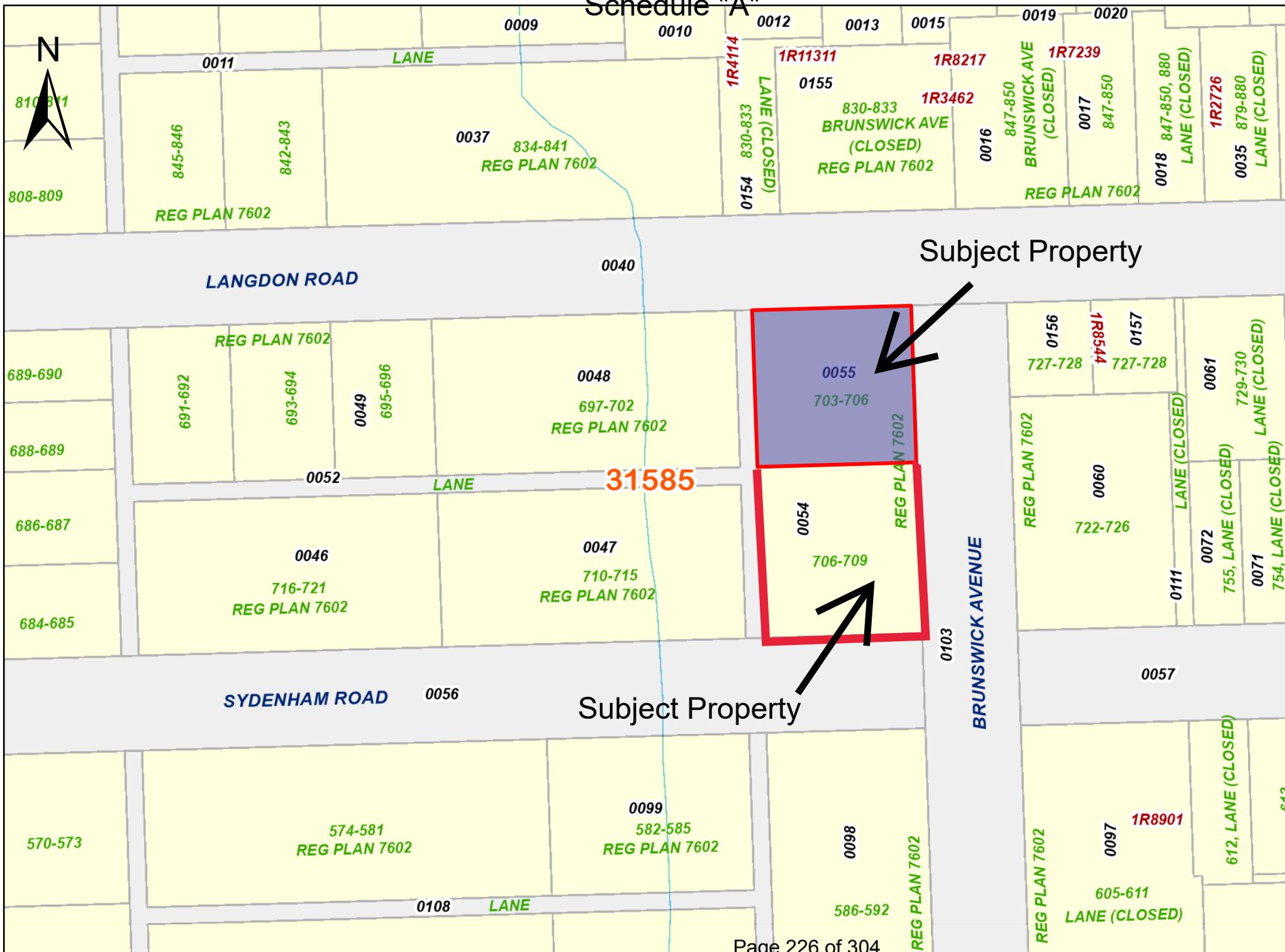
MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

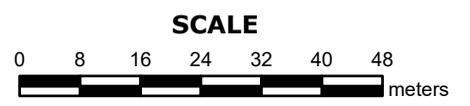
l:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-31 Deeming Brunswick Sydenham.docx

“THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.”





PRINTED ON 05 DEC, 2023 AT 15:56:52 FOR LILIANA01



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-32

DELEGATION TO THE DIRECTOR OF PLANNING : A by-law to authorize the Director of Planning, or their designate, to execute on behalf of The Corporation of the City of Sault Ste. Marie CIP affordable housing agreements in the form prescribed herein.

WHEREAS On August 12, 2024, City Council approved Report A-10-24-CIP Housing Community Improvement Plan, and adopted the *City of Sault Ste. Marie Housing Improvement Plan* (the “SSM CIP”) pursuant to the community improvement provisions of the *Planning Act* (Ontario), as amended. As part of this approval process by-law 2024-133 appointed the Director of Planning as the Plan Administrator for SSM CIP;

AND WHEREAS Section 28 of the *Planning Act*, R.S.O. 1990, c. P.13 authorizes the City to enter into agreements that set the terms and conditions related to CIP and register the agreements on title to the lands developed.

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

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

1. **FORM OF AGREEMENT APPROVED**

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form agreements as set out in Schedule “A”, “B”, “C”, and “D” hereto.

2. **EXECUTION OF DOCUMENT**

- (i) Council hereby delegates to the Director of Planning, or their delegate, signing authority to execute CIP affordable housing agreements substantially in the form of Schedule “A”, “B”, “C”, and “D” on behalf of The Corporation of the City of Sault Ste. Marie if the total calculated incentive is no more than 2 million dollars.
- (ii) The Director of Planning, or their delegate, is further authorized to make minor variations from this standard form agreement to suit the needs of the recipient but shall not change the prescribed indemnity or any other provision that may incur additional liabilities or costs to The Corporation of the City of Sault Ste. Marie.

- (iii) A copy of any agreement signed under this delegated authority shall be filed with the Clerk's Office to be kept as part of the City's official records.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-32 Delegated Authority for CIP Agreements (affordable housing).docx

SCHEDULE "A"

Schedule "A"

Delegated Authority 2025-32

THE CITY OF SAULT STE. MARIE COMMUNITY IMPROVEMENT PROGRAM

MARKET RATE PER DOOR PROGRAM

FINANCIAL INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT made pursuant to subsection 28 (11) of the Planning Act, R.S.O. 1990, c. P.13, and dated as of ____ day of _____, 202*.

[NTD: to be registered as a Notice under s. 71]

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

-and-

**

(the "Owner" and if more than one person, collectively the "Owner")

Registered Property Owner(s): _____

Applicant (if not the Owner): _____

Financial Incentive Application File Number: _____

Property Address: _____

Legal Description of the Property: _____

Roll Number of the Property: _____

Telephone Number: _____

Date of Application Approval: _____

Anticipated Construction Start Date: _____

Anticipated Completion of Community Improvement Works: _____

Amount of Grant: _____

Declaration:

1. I/We hereby have applied for a per door grant, pursuant to the City of Sault Ste. Marie Community Improvement Plan, and have fulfilled the requirements of the Financial Incentive Program Application to the satisfaction of the City.
2. I/We hereby agree that if building permits have not been issued within three months of receiving approval for the above named project that the City may revoke any approval that has been granted.
3. I/We hereby agree that in the event of default, the rebate, refund, and/or grant is immediately cancelled and any rebate, refund, and/or grant monies previously received by the applicant become immediately due for payment to the City of Sault Ste. Marie.
4. Any of the following events as determined by the CIP administrators discretion will be considered default during the grant period:
 - i. Commencement of the approved community improvement works is not undertaken within 6 months of the signing of this Agreement;
 - ii. Completion of the community improvement works are not consistent with the description or information as provided by the Applicant on the approved Per Door Grant Application Form and by supporting materials, or are not completed to the satisfaction of the City as confirmed by the Plan Administrator;
 - iii. Use of the grant for ineligible costs, or for works which were not specified as part of the project, as indicated by the Applicant on the approved Per Door Grant Application Form and supporting materials;
 - iv. Failure of the property owner to pay taxes in any year over the following 20 years following the date of this agreement;
 - v. Bankruptcy of the recipient of the Per Door Grant;
 - vi. Conversion or change in use of the dwelling units in a manner that defeats or contravenes the stated purpose of creating addition housing units.
5. Based on the Applicant's Acknowledgement and Agreement, the City of Sault Ste. Marie agrees to advance the above-described grant upon satisfactory proof of the completion of the work, and documentation of paid invoices associated with the community improvement works.
6. I/We hereby agree that it is the responsibility of the Applicant to notify the City of Sault Ste. Marie of the following:
 - i. Any changes in the ownership of the property before completion of the project;
 - ii. The completion of the work; or
 - iii. Any delay in the timing of commencement or completion of the work as stated herein.
7. I/We acknowledges that the City is a municipal entity that can recoup funds owed by adding them to the Owner's municipal property taxes. In the event of any overpayment or default

under the terms and conditions of this Agreement, the Owner agrees that the City can use the municipal property tax roll of the Lands to register the amount owed to the City by the Owner. If the amount added to the municipal property taxes remains unpaid, the City may take action to collect any amount added to the municipal property tax roll of the Lands under this provision in the same manner as outstanding taxes, including, but not limited to, applicable interest under the City's tax collection process and tax sales.

- 8. I/We hereby agree that this Agreement Form shall be binding upon the parties and their heirs, executors, successors and assigns.

THIS AGREEMENT shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have affixed their hands and seals this _____ day of _____, 20_____

SIGNED SEALED AND DELIVERED

In the presence of

) THE CORPORATION OF THE
) CITY OF SAULT STE. MARIE
)
)
)
) _____
) Peter Tonazzo
) Director of Planning
)
)
)
)
) I/We have the authority to bind the Corporation
)
) BUSINESS NAME (Printed in Full)
)
) _____
)
)
) _____
) SIGNATURE
) NAME:
) TITLE:
)

THE CITY OF SAULT STE. MARIE COMMUNITY IMPROVEMENT PROGRAM

MARKET RATE TAX INCREMENT FINANCIAL GRANT

FINANCIAL INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT made pursuant to subsection 28 (11) of the *Planning Act*, R.S.O. 1990, c. P.13, and dated as of ____ day of _____, 202*.

[NTD: to be registered as a Notice under s. 71]

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

-and-

**

(the "Owner" and if more than one person, collectively the "Owner")

Registered Property Owner(s): _____

Applicant (if not the Owner): _____

Financial Incentive Application
File Number: _____

Property Address: _____

Legal Description of the Property: _____

Roll Number of the Property: _____

Telephone Number: _____

Date of Application Approval: _____

Anticipated Construction Start: _____

Anticipated Completion of
Community Improvement Works: _____

Schedule of Increments Taxes Eligible for Rebate:

Year 1 : _____

Year 2 : _____

Year 3 : _____

Year 4 : _____

Year 5 : _____

Declaration:

1. I/We hereby have applied for a tax increment equivalent grant, pursuant to the City of Sault Ste. Marie Community Improvement Plan, and have fulfilled the requirements of the Financial Incentive Program Application to the satisfaction of the City.
2. I/We hereby acknowledge receiving and reviewing this form and attached Schedule "B" and the Specific Terms and Conditions of the Financial Incentive Program as contained therein.
3. I/We hereby agree that in the event of default, the rebate, refund, and/or grant is immediately cancelled and any rebate, refund, and/or grant monies previously received by the applicant become immediately due for payment to the City of Sault Ste. Marie.
4. Any of the following events will be considered default during the grant period:
 - i. Commencement of the approved community improvement works is not undertaken within 6 months of the signing of this Agreement;
 - ii. Completion of the community improvement works are not consistent with the description or information as provided by the Applicant on the approved Per Door Grant Application Form and by supporting materials, or are not completed to the satisfaction of the City as confirmed by the Plan Administrator;
 - iii. Use of the grant for ineligible costs, or for works which were not specified as part of the project, as indicated by the Applicant on the approved Per Door Grant Application Form and supporting materials;
 - iv. Failure of the property owner to pay taxes in any year over the following 20 years following the date of this agreement;
 - v. Bankruptcy of the recipient of the Per Door Grant;
 - vi. Conversion or change in use of the dwelling units in a manner that defeats or contravenes the stated purpose of creating addition housing units.
5. Based on the Applicant's Acknowledgement and Agreement, the City of Sault Ste. Marie agrees to advance the above-described grant upon satisfactory proof of the completion of the work, and documentation of paid invoices associated with the community improvement works.

- 6. I/We hereby agree that it is the responsibility of the Applicant to notify the City of Sault Ste. Marie of the following:
 - i. Any changes in the ownership of the property before completion of the project;
 - ii. The completion of the work; or
 - iii. Any delay in the timing of commencement or completion of the work as stated herein.
- 7. I/We hereby agree to carry and provide to the City upon request insurance requirements for the duration of the program that meet the requirements as listed in Schedule C.
- 8. I/We hereby agree that this Agreement Form shall be binding upon the parties and their heirs, executors, successors and assigns.

THIS AGREEMENT shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have affixed their hands and seals this _____ day of _____, 20_____

SIGNED SEALED AND DELIVERED

In the presence of

) THE CORPORATION OF THE
) CITY OF SAULT STE. MARIE
)
)
)
) _____
) Peter Tonazzo
) Director of Planning
)
)
)
)
) I/We have the authority to bind the Corporation
)
) BUSINESS NAME (Printed in Full)
)
) _____
)
)
) _____
) SIGNATURE
) NAME:
) TITLE:
)

SCHEDULE "B" – SPECIFIC TERMS & CONDITIONS OF TAX INCREMENT EQUIVALENT GRANT

Program Details

1. The Tax Increment Equivalent Grant is offered to eligible property owners only where the property assessment increases as a result of development, redevelopment or major improvement, and there is a subsequent increase in municipal property taxes. Municipal property taxes include the municipal portion of the taxes only and does not include education or any other special charges.
2. Grants will be equal to a declining percentage of the municipal tax increase resulting from the improvements, and will be paid to the owner each year for a maximum of 4 years depending on the precinct in which the project takes place.
3. The total amount of the Tax Increment Equivalent Grant shall not exceed 100% of the total eligible costs of the improvements.
4. Grants will be provided upon successful completion of the work as approved by the CIP administrator and payment in full of the property taxes including the taxes for the incremental assessment increase. The amount of the grant in the first year cannot be calculated until the incremental assessment has been determined by the Municipal Property Assessment Corporation (MPAC) and provided to the municipality, which may take up to two years. Grants for subsequent years will be paid annually to property owners after the owner's payment of full property tax, submit to the City's payment schedule.
5. The tax increment equivalent grant will not be paid and will not accumulate for any year when taxes remain unpaid by the due date. Any failure to pay taxes in two consecutive years shall disqualify the owner for further grant payments.
6. The Owner acknowledges that the City is a municipal entity that can recoup funds owed by adding them to the Owner's municipal property taxes. In the event of any overpayment or default under the terms and conditions of this Agreement, the Owner agrees that the City can use the municipal property tax roll of the Lands to register the amount owed to the City by the Owner. If the amount added to the municipal property taxes remains unpaid, the City may take action to collect any amount added to the municipal property tax roll of the Lands under this provision in the same manner as

outstanding taxes, including, but not limited to, applicable interest under the City's tax collection process and tax sales.

SCHEDULE "C" – INSURANCE REQUIREMENTS OF TAX INCREMENT EQUIVALENT GRANT

1. During the Term, the Owner shall provide and maintain the following insurance coverage:
 - a) Commercial General Liability Insurance subject to limits of not less than \$5,000,000.00 for bodily injury, death and damage to property including loss of use thereof, which shall include insurance for the following:
 - (A) Premises and Operations Liability;
 - (B) Products and Completed Operations Liability;
 - (C) Personal Injury Liability;
 - (D) Elevator Liability, if applicable;
 - (E) Contingent Employer's Liability;
 - (F) Owner's and Contractor's Protective Liability;
 - (G) Contractual Liability;
 - (H) Severability of Interest Clause;
 - (I) Liability with respect to non-owned licensed motor vehicles; and
 - (J) Cross Liability,and the Commercial General Liability insurance shall be in the name of the Owner and shall name the City of Ottawa as an additional insured thereunder;
 - b) Broad Form Property Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder;
 - c) Boiler and Machinery Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder; and

- d) Motor Vehicle Liability Insurance in respect to owned or leased licensed Motor Vehicles subject to a limit of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
2. All the above policies listed in Section 1 shall name the City as mortgagee and first loss payee, contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or of material change that would diminish coverage. The Owner shall provide the City evidence of such insurance as the City may from time to time reasonably require.
3. The Owner shall furnish the City with copies of such policies or certificates of insurance as evidence of such insurance prior to execution of this Agreement and upon the anniversary date(s) of all applicable policies described herein.
4. The Owner may be required by the City to provide and maintain additional insurance coverage related to this Agreement's requirements, under the following circumstances:
 - a) a change in the law; or
 - b) an increase in the value of the Project,such that it would lead a prudent owner in similar circumstances to provide and maintain such additional insurance coverage.
5. Any approval by the City of any of the Owner's insurance policies shall not relieve the Owner of any responsibility hereunder.

INDEMNITY

6. In the event that, as a result of the City exercising any of its remedies pursuant to this Agreement, there is no SSM CIP TIEG or the SSM CIP TIEG ceases or is delayed, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear for any reason whatsoever.
7. The Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
 - a) the City entering into this Agreement (however, same does not relieve the City of its obligations to abide by and perform its obligations set out herein); and
 - b) any failure by the Owner to fulfil its obligations under this Agreement.
8. The indemnities contained in this Agreement shall remain in force following termination or expiry of this Agreement.

THIS AGREEMENT made pursuant to subsection 28(11) of the *Planning Act*, R.S.O. 1990, c. P.13, and dated as of _____ day of _____, 202*.

[NTD: to be registered as a Notice under s. 71]

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

-and-

**

(the "Owner" and if more than one person, collectively the "Owner")

WHEREAS:

- A. On August 12, 2024, City Council approved Report A-10-24-CIP Housing Community Improvement Plan, and adopted the *City of Sault Ste. Marie Housing Improvement Plan* (the "SSM CIP") pursuant to the community improvement provisions of the *Planning Act* (Ontario), as amended;
- B. The Owner is the registered Owner of land municipally known as *** and described in Schedule "A" of this Agreement (hereinafter referred to as the "Lands");
- C. The Owner is constructing upon the Lands a residential development consisting of ** units, of which ** will be affordable (the "Project"), representing **% units within the development;
- D. The Owner applied to the City for an SSM CIP Per Door Grant as provided for in the SSM CIP;
- E. The Per Door Grant value is expected to be \$** and the Director of Planning or their designate has approved the Owner's application on certain conditions; and
- F. As a condition of approval for the Per Door Grant under the SSM CIP, the Owner is required by the City to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of:

- a) the premises, covenants and agreements to be observed, fulfilled and performed pursuant to this Agreement; and
- b) the conditional approval of the Owner's application for the SSM CIP Per Door Grant by the City, subject to and in accordance with the terms and conditions hereinafter recorded in this Agreement,

the parties do hereby covenant and agree as follows:

DEFINITIONS

1. In this Agreement the following terms shall have the following meanings:
 - a) "Affordable Housing Units" mean the rental housing units within the Project that are rented at or below Affordability Levels for the duration of the Affordability Period.
 - b) "Affordability Level" means the rent for an Affordable Housing Unit, as stated in, the "Affordable Residential Units Bulletin" published by the Province of Ontario for the year the Per Door Grant comes into effect for the year this agreement is signed.

- c) **"Affordability Level Grant"** means the grant amount in relation to the Affordability Level: Grant will be determined based upon total affordable units and location within a precinct in the municipality that will specify the total grant from the development. These rates are published in Schedule B
 - d) **"Affordability Period"** means the period during which the Affordable Housing Units are rented at or below the Affordability Level, which is set at 20 years
 - e) **"Agreement"** shall mean this SSM CIP Per Door Agreement and all instruments supplemental hereto or any amendment or confirmation hereof; "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other subdivision; "Article", "Section", "Subsection" or other subdivision of this Agreement means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement;
 - f) **"SSM CIP"** means the *City of Sault Ste. Marie Housing Improvement Plan* approved by the Sault Ste. Marie City Council on August 12, 2024 and adopted by By-law No. 2024-171 and By-law No. 2024-172;
 - g) **"SSM CIP Per Door Grant"** means a Per Door Grant as contemplated by the SSM CIP to encourage and facilitate development of affordable housing properties by providing financial incentives to landowners;
 - h) **"SSM CIP Per Door Grant Application"** means the application submitted by the Owner in respect of its request for a Per Door Grant as contemplated by the SSM CIP for the development of the Project on the Lands;
 - i) **"SSM CIP Per Door Grant Eligibility Date"** means the date after post-construction once this agreement has been registered notwithstanding the date when the Director of Planning or their designate approved the Owner's SSM CIP Per Door Grant Application and the year in which Council approved the budget for payment of the Per Door Grant to the Owner;
 - j) **"Per Door Grant"** means the grant equivalent allotted by Schedule B for the development over the course of the program.
2. All references to money amounts herein are, unless specifically otherwise stated, references to lawful money of Canada.
 3. Nothing set out in this Agreement shall impose upon the City any obligation to monitor the proper application of any of the Per Door Grant.

TERM

4. This Agreement shall commence on the date it is executed by all parties and shall terminate on the earlier of:
 - a) the 20th anniversary of the SSM CIP Per Door Grant Eligibility Date; or
 - b) the date this Agreement is terminated by the City in accordance with and pursuant to the terms hereof.

AFFORDABLE HOUSING REQUIREMENTS

5. The Owner agrees to provide the following in the Project:
 - a) Affordable Housing Units: Total of ** units out of a possible ** units.
 - b) Affordability Level: Rates in the "Affordable Residential Units Bulletin"
 - c) Affordability Level Grant: As Indicated in Schedule B
 - d) Affordability Period: 20 years

PER DOOR GRANT AMOUNT

6. The Per Door Grant shall take the form of a lump sum payment as determined by the Affordability Level Grant
7. Notwithstanding anything to the contrary in this Agreement, the Affordability Level Grant shall remain unamended during the Term of this Agreement even if:
 - a) the actual rent and Affordability Level is lower than that which is required under this Agreement

SSM CIP PER DOOR GRANT

8. Subject to the provisions of this Agreement and the SSM CIP, the City agrees to provide to the Owner the Per Door Grant upon verification of expenses and registration of this Agreement on title of the Lands.

CONDITIONS OF THE PER DOOR GRANT

9. The Per Door Grant is conditional upon:
- a) the Owner being in compliance with all material provisions of this Agreement;
 - b) The Project being complete and having been issued a Final Occupancy Permit from the City's Building Division;
 - c) Final building inspection having taken place and all deficiencies having been addressed, to the satisfaction of the City of Sault Ste. Marie, which includes no outstanding work orders and/or orders or requests to comply from any City department or other regulatory authority in respect of the initial development of the Project and the business of the Owner to the extent it relates directly to and in respect of the Project;
 - d) The City being satisfied that there are no liens, claims or litigation in respect of the Project, or in the event of any such lien, claims or litigation the Owner is, in good faith, disputing same;
 - e) the Owner and the Lands shall adhere to all laws, regulations, and City by-laws; and,
 - f) Initial and annual confirmation/reporting being completed and the City being satisfied that the Affordable Housing Units are being provided as required under this Agreement.

ADDITIONAL INFORMATION

10. The City may request any additional documentation or proof of the conditions being met and may request a third-party review of any matter and in each instance the City shall act reasonably in making such request. Any third-party review shall be at the cost of the Owner, provided such costs are reasonable. Notwithstanding the performance of a review or the payment of any form of SSM CIP Per Door Grant pursuant to this Agreement, the City shall not be estopped from having such additional reviews conducted as it may reasonably require from time to time but in any event, not more than twice per calendar year during the above noted period.

PAYMENT PROCESS

11. Yearly, and subject to the conditions for the Per Door Grant being met, the Owner shall provide:
- a) the Annual Report to the City confirming conditions have been met, in the form attached as Schedule D.
12. Once the information/documentation is received by the City and verified to its satisfaction, acting reasonably, the City, prior to paying the Per Door Grant, shall confirm the eligibility and amount of the Per Door Grant and advise the Owner of the payment schedule of the Per Door Grant. The decision of the City regarding the eligibility and amount of the Per Door Grant is final and not subject to review by any court or other adjudicative body, absent manifest error.
13. Payment shall be issued by way of an EFT, or if deemed necessary by, cheque within a reasonable time following confirmation by staff of the eligibility of the Per Door Grant.

LIMITATIONS

14. No costs incurred by the Owner in respect of the development or redevelopment of the Lands except those listed below in section 15 shall be eligible for a Per Door Grant under this Agreement.
15. Eligible Costs will consist of the following:
- i. Construction Costs including expenses related to building or renovating the structures, including materials, labour, and equipment.
 - ii. Soft Costs that include architectural and engineering design fees
 - iii. Site Work Costs including expenses for preparing the site for construction, including excavation, grading, and landscaping
- The City of Sault Ste. Marie reserves the right to make a final decision on all costs submitted as proof of the development.
16. In the event conditions as contemplated by an SSM CIP Per Door Grant Application are not met, including if the Project is not completed, the City shall not be obligated to pay a grant or any portion thereof.
17. The Per Door Grant is not payable by the City until such time as all eligible expenses have been verified and this Agreement has been registered on title.

OWNER'S REPRESENTATIONS AND WARRANTIES

18. The Owner represents and warrants that:
- a) It is the registered owner of the Lands;
 - b) It has been duly incorporated as a corporation and is in good standing under the *provincial or federal legislation* and is in substantial compliance with all laws that may affect it in a material

- manner or which may be of a material consequence and will remain so throughout the term of this Agreement;
- c) It has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
 - d) It is not a non-resident of Canada (as that term is defined under the Income Tax Act (Canada)) as of the date of this Agreement and that in the event the Owner is found to no longer be a non-resident of Canada, the Owner shall immediately notify the City, and it is agreed that the City may deduct from any or all annual grant payments such sum(s) as may be required by Canada Revenue Agency in order to meet the City's obligations as a payor and the Owner's obligations under the Income Tax Act (Canada) and other applicable laws.
 - e) The SSM CIP Per Door Grant Application(s) and all documents and information associated and attached thereto are, to the best of the Owner's knowledge and belief, true;
 - f) It has disclosed any and all funding for which it has applied for or received from any other government, agency, or other funding source, including other City Programs for the Affordable Housing Units, OR Tax Increments.

OWNER'S ACKNOWLEDGEMENTS

19. The Owner acknowledges that:
- a) The onus and responsibility is on the Owner at all times to assume all costs of development or redevelopment of the Lands and to apply for and obtain, at the Owner's expense, all approvals required from the City and all other agencies for the development or redevelopment of the Lands;
 - b) Nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law and that in the event the City decides to deny or oppose or appeal any such decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;
 - c) Nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the Lands for compliance or non-compliance or to provide an opinion respecting any condition of rehabilitation or development;
 - d) Nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the Lands with applicable environmental laws, regulations, policies, standards, permits or approvals, or other by-laws and policies of the City;
 - e) It is the Owner's sole responsibility to submit the required documents on an annual basis to verify the unit is still affordable.
 - f) If the Owner fails to request the Per Door Grant by December 31 of year in which final occupancy was issued, the City shall have no obligation to pay the Per Door Grant for the project that has been submitted under this program.

OWNER'S GENERAL OBLIGATIONS AND COVENANTS

- 20. The Owner shall provide the City with all documentation as may be reasonably requested by the City from time to time relating to the subject matter of this Agreement and the work in respect of the development or redevelopment of the Lands.
- 21. If any property tax grants or other assistance for affordable housing are applied for or received by the Owner, the Owner shall immediately disclose same to the City and agrees that the Per Door Grant may become repayable if the total grants exceed the expenses the owner has contributed to the project.
- 22. The Owner covenants to the City that the Project will not be voluntarily demolished by it, in whole or in part, prior to the termination of this Agreement.
- 23. The Owner shall provide the City with proof of all costs incurred to plan, design, approve and construct the Project and with all documentation, as may be reasonably requested by the City from time to time. The Owner grants to the City and its agents a license to enter the Lands, upon prior notice to the Owner and at any reasonable time for the purpose of conducting an inspection of all works being conducted and to confirm that the Owner is in compliance with the terms of this Agreement. The City and its agents shall enter the Lands at their own risk and, upon entering upon the Lands, shall not interfere with the development of the Lands or the Project.
- 24. The Owner shall ensure that the Lands are maintained in uncontaminated condition, and it shall not take any action or fail to take action that results in the Lands being contaminated during the term of this Agreement.

TENANCY OF AFFORDABLE HOUSING UNITS

25. The Owner shall be required to offer the Affordable Housing Units as follows:
- i. The rate that is published in the “Affordable Residential Units Bulletin” published by the Province of Ontario in the year for which the Per Door Grant is initially applied.

(collectively, the “**Eligibility Criteria**”)

26. In order to assist applicants to access the Affordable Housing Units, the Owner shall:
- a) take appropriate steps to enable members of the public to obtain information about accommodation in the Affordable Housing Units;
 - b) inform the applicants that the Project is in receipt of a Per Door Grant such that they can determine if there is an impact on their “trillium benefit” if any;
 - c) provide written information to applicants about the Eligibility Criteria and the policies and procedures of the Owner in relation to placement of applicants including any waitlist they may have and the transfer of tenants; and
 - d) not charge applicants any fee for providing the information or for receiving or processing their application for housing.
27. The Owner shall act diligently in filling vacant Affordable Housing Units such that units are continuously occupied (with the exception of vacancies to accommodate a change in tenancy). Any vacancy exceeding 30 days will need to be communicated to the City of Sault Ste. Marie Housing CIP Coordinator.

RENT INCREASES

28. During a tenancy, the Owner agrees, by virtue of this Agreement, not to increase the rent during the Affordability Period by more than the prevailing rental increase rate guideline published by the Province of Ontario
- a) Above guideline increases may be permitted, but must adhere to regulations as set out in the *Residential Tenancies Act, 2006*, but remain at the sole discretion of the City.
29. At unit turnover, the Owner may adjust the rent to the then current Affordability Level.
30. The Owner agrees to provide, within 2 business days’ of receiving a written request, a rent roll for the Affordable Housing Units.

ACCESSIBILITY

31. All actions that arise from the SSM CIP program will adhere to accessibility legislative framework that includes the Integrated Accessibility Standards Regulation of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the Ontario Building Code 2012 to the greatest extent possible. Additionally, as per its Accessibility Policy, the City of Sault Ste. Marie is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public.

ANNUAL REPORTS

32. On an annual basis and as a pre-condition to the Owner receiving any Per Door Grant, and without which the City shall not be obligated to provide the Per Door Grant, the Owner shall provide an Annual Report, in the form attached as Schedule D to this Agreement, signed by a director or officer of the Owner certifying to the City that:
- a) the Owner, as named in this Agreement, is the full and proper name of the registered owner in fee simple of the Lands and the legal description herein is a proper legal description of the Lands;
 - b) The Owner is in possession and control of the Lands and that the holders of any mortgagees (if any) of the Lands have not taken or otherwise commenced to take any remedial actions they are entitled to by contract or at law to take possession or control of or over the Lands;
 - c) to the best of that officer’s or director’s knowledge, after due inquiry, the Owner is in compliance with the terms of this Agreement;
 - d) the Owner is a subsisting corporation which has not been dissolved;
 - e) the Owner has properly authorized this Agreement and passed all required resolutions and by-laws (if required in accordance with the terms of its constituting documents) for that purpose;
 - f) no construction liens or other claims have been registered on title to the premises as a result of the Owner’s development or redevelopment of the Lands;

- g) there are no outstanding arrears of municipal property taxes on the Lands as of the SSM CIP Per Door Grant Eligibility Date and in each subsequent year; and
- h) the Affordable Housing Units continue to be provided and occupied as required under this Agreement.

RECORDS and AUDITS

- 33. The Owner shall:
 - a) maintain financial records, consistent with generally accepted accounting principles, including, but not limited to, records related to rent collection and tenant Income and eligibility verification, in a form satisfactory to the City;
 - b) permit the City to inspect and copy such records at all reasonable times;
 - c) permit the City to conduct an audit or investigation of the Owner in respect of the Affordable Housing Units within of the Project; and
 - d) retain all such records that relate to the Project for not less than seven (7) years from the end of the respective Fiscal Year.
- 34. No provision of the Agreement will be construed so as to give the City any control whatsoever over the Owner's records.
- 35. The Owner shall provide the City with access to all information obtained by the Owner under this Agreement, and shall immediately provide verification of such information if requested by the City subject to compliance with all privacy laws of Canada.
- 36. The City may cause its employees or agents to conduct an audit, investigation or inquiry in relation to the Owner's Affordable Housing Units within the Project, and the Owner shall co-operate with the employees or agents of the City and provide full and free access to staff, projects, documents and records as determined by employees or agents of the City.
- 37. The Owner shall, for statistical purposes, supply information as required by the City from time-to-time, provided such information is reasonably available and in compliance with applicable privacy laws of Canada, as determined by the City.

CITY'S REPRESENTATIONS:

- 38. The City makes no representations as to the fitness of the Lands for the proposed Project nor that the Per Door Grant will offset any revenue loss(es) (the difference between market and affordable rent) experienced by the Owner for incorporation the Affordable Housing Units in the Project.
- 39. The City makes no representations nor does it provide any guarantees on the suitability of households selected from the Below Market Rent waitlist maintained by the District of Sault Ste. Marie Social Services Administration Board.

DEFAULT AND REMEDIES

- 40. The Owner is in default of this Agreement where it fails to comply with any of its obligations, covenants, or requirements established in this Agreement. Without limiting the generality of the foregoing, the Owner shall be deemed to be in default where the Owner:
 - a) fails to have all of the Affordable Housing Units occupied (with the exception of vacancies to accommodate a change in tenancy). Any vacancies exceeding 30 days will need to be communicated to the City of Sault Ste. Marie Housing CIP Coordinator.
 - b) fails to substantially comply with any City by-laws or site plan control agreements related to the development or redevelopment of the Lands;
 - c) allow taxes to fall into arrears;
 - d) materially misrepresents any fact, representation or warranty made herein by it;
 - e) fails to substantially perform or comply with any of the obligations contained in any other agreement entered into between the Owner and the City related to the development or redevelopment of the Lands;
 - f) makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Lands or interest of the Owner in the Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;

- g) cannot be contacted by the City over a period of greater than one (1) year for administrative matters or within 48 hours where an emergency or violation occurs upon the Lands;
 - h) Does not adhere to the condition set out under section 9 of this Agreement; or
 - i) fails to manage the Project adequately, as a prudent landlord would, as determined by the City acting reasonably.
41. Where the Owner is in default of this Agreement, the City shall, where practical, provide written notice of the default to the Owner. The Owner shall have thirty (30) days, or such lesser amount of time as is reasonable in the circumstances, to remedy (or to commence to undertake such actions as are necessary to remedy such default provided such actions are being diligently pursued by the Owner) the default to the satisfaction of the City within the time period prescribed herein. Where the default is not remedied to the satisfaction of the City, the City may exercise any remedy available at law and pursuant to this Agreement. Without limiting the generality of the foregoing, the City may:
- a) delay any Per Door Grant payment;
 - b) cancel any Per Door Grant payment;
 - c) audit the information (to the extent the default relates to such information) provided by the Owner to the City and any other information deemed relevant by the City to investigate the default and the Owner hereby agrees to provide all requested information in a timely fashion and to pay all costs of the audit;
 - d) require that the Owner repay all or any part of the Per Door Grant already provided to the Owner, plus interest; or
 - e) terminate this Agreement.
42. Overpayment or default repayment: The Owner acknowledges that the City is a municipal entity that can recoup funds owed by adding them to the Owner's municipal property taxes. In the event of any overpayment or default under the terms and conditions of this Agreement, the Owner agrees that the City can use the municipal property tax roll of the Lands to register the amount owed to the City by the Owner. If the amount added to the municipal property taxes remains unpaid, the City may take action to collect any amount added to the municipal property tax roll of the Lands under this provision in the same manner as outstanding taxes, including, but not limited to, applicable interest under the City's tax collection process and tax sales. Municipal taxes have priority lien status under the *Municipal Act*.

INDEMNITY

43. In the event that, as a result of the City exercising any of its remedies pursuant to this Agreement, there is no SSM CIP Per Door Grant or the SSM CIP Per Door Grant ceases or is delayed, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear for any reason whatsoever.
44. The Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) the City entering into this Agreement (however, same does not relieve the City of its obligations to abide by and perform its obligations set out herein); and
 - b) any failure by the Owner to fulfil its obligations under this Agreement.
45. The indemnities contained in this Agreement shall remain in force following termination or expiry of this Agreement.

INSURANCE

46. During the Term, the Owner shall provide and maintain the following insurance coverage:
- a) Commercial General Liability Insurance subject to limits of not less than \$5,000,000.00 for bodily injury, death and damage to property including loss of use thereof, which shall include insurance for the following:
 - (A) Premises and Operations Liability;
 - (B) Products and Completed Operations Liability;

- (C) Personal Injury Liability;
- (D) Elevator Liability, if applicable;
- (E) Contingent Employer's Liability;
- (F) Owner's and Contractor's Protective Liability;
- (G) Contractual Liability;
- (H) Severability of Interest Clause;
- (I) Liability with respect to non-owned licensed motor vehicles; and
- (J) Cross Liability,

and the Commercial General Liability insurance shall be in the name of the Owner and shall name the The Corporation of the City of Sault Ste. Marie as an additional insured thereunder;

- b) Broad Form Property Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder;
- c) Boiler and Machinery Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder; and
- d) Motor Vehicle Liability Insurance in respect to owned or leased licensed Motor Vehicles subject to a limit of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

47. All the above policies listed in subsection 46 shall name the City as mortgagee and first loss payee, contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or of material change that would diminish coverage. The Owner shall provide the City evidence of such insurance as the City may from time to time reasonably require.
48. The Owner shall furnish the City with copies of such policies or certificates of insurance as evidence of such insurance prior to execution of this Agreement and upon the anniversary date(s) of all applicable policies described herein.
49. The Owner may be required by the City to provide and maintain additional insurance coverage related to this Agreement's requirements, under the following circumstances:
- a) a change in the law; or
 - b) an increase in the value of the Project,

such that it would lead a prudent owner in similar circumstances to provide and maintain such additional insurance coverage.

50. Any approval by the City of any of the Owner's insurance policies shall not relieve the Owner of any responsibility hereunder.

DEBT DUE

51. If the Owner owes money to the City pursuant to this Agreement, such amount shall be a debt due to the City and the City may charge the Owner interest on any money owing at the then current interest rate charged by the Bank of Canada or the Canadian Consumer Price Index, whichever is highest, on accounts receivable.
52. If the Owner fails to repay any amount owing to the City under this Agreement, the City may deduct any unpaid amount from any money payable to the Owner by the City or exercise any of the default or overpayment remedies in section 42 of this Agreement.

NOTICES

53. Any notice or reporting required to be given by either party to the other shall be given in writing and delivered in person or by prepaid first class mail to:

in the case of the City to:

SSM CIP Coordinator,

Corporation of the City of Sault Ste. Marie

5th Floor Planning Department

99 Foster Drive.

Sault Ste. Marie, ON P6A 5X6

Telephone: 705-759-5368

in the case of the Owner to:

**

Telephone: **

COMPLIANCE WITH LEGISLATION

- 54. The Owner acknowledges and agrees to comply with applicable legislation including the *Ontario Human Rights Code*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Personal Information Protection and Electronic Documents Act*, and *Municipal Freedom of Information and Protection of Privacy Act*, as applicable.
- 55. The Housing Provide & Proponent acknowledges that the City is bound by the *Municipal Freedom of Information and Privacy Act* and that any information provided to the City in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

GENERAL

- 56. Laws of Province. Any obligation in this Agreement is subject to the laws of the Province of Ontario and applicable by-laws of the City, and those laws and by-laws apply to the interpretation of this Agreement, and any reference to a statute or by-law in this Agreement includes any subsequent amendments or replacement and substitution of that statute or by-law.
- 57. Registration. The Owner acknowledges that the City shall register a Notice of this Agreement on title to the Lands immediately upon approval and execution of this Agreement by both parties. The Owner shall be responsible for the costs incurred in the preparation of this Agreement and for the costs of registering it.
- 58. Costs. The Owner is responsible for its own costs and expenses incurred in connection with the preparation, execution, enforcement and implementation of this Agreement.
- 59. Assignment. The Owner acknowledges and agrees that the City shall provide the SSM CIP Per Door Grant only to the Owner except as provided in this Section. The Owner may not assign this Agreement or any SSM CIP Per Door Grant amounts available except in accordance with the following:
 - a) The Owner acknowledges and agrees that the City shall provide the SSM CIP Per Door Grant only to the Owner except as otherwise provided herein.

- b) Where all or a portion of the Lands are sold the remaining SSM CIP Per Door Grant and the provisions of this Agreement may be assigned by the Owner with the express written consent of the City acting reasonably in its sole discretion;
 - c) As a condition of the City's consent to assign this Agreement and all of the SSM CIP Per Door Grant, the Owner agrees to obtain from any purchaser an agreement, satisfactory to the City acting reasonably, whereby the purchaser shall assume the Owner's obligations pursuant to this Agreement with respect to all or a portion of the Lands being purchased, failing which the Owner shall continue to be bound by this Agreement, notwithstanding that it shall no longer be entitled to receive the remaining SSM CIP Grant amounts. To the extent that the purchaser is one or more condominium corporations, without limiting the foregoing, the City may request proof that the purchaser(s) has/have complied with any and all applicable provisions of the *Condominium Act, 1998*, S.O. 1998, c. 19 required in order for the condominium unit owners to be legally bound by the agreement to assume the Owner's obligations under this Agreement; and,
 - d) Where all of the SSM CIP Per Door Grant has been assigned, apportionment shall be as agreed to between the Owner and the purchaser(s) and must be satisfactory to the City in its sole discretion, acting reasonably. The parties acknowledge that individuals who purchase residential units or condominium units from the Owner shall not be entitled to SSM CIP Per Door Grant unless the Owner and the City agree in writing.
60. Joint and Several. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. If more than one person executes this Agreement the obligations of such persons hereunder shall be joint and several.
61. Invalidity of Provision of Agreement. If any provision of this Agreement should be found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and this Agreement shall remain in full force and effect without the provision.
62. Time of the Essence. Time shall be of the essence in this Agreement.
63. Schedules. As hereinafter set out below, the following Schedules are attached to and form part of this Agreement:

Schedule "A" Description of Lands;

Schedule "B" Estimated Amount of SSM CIP Per Door Grant Payable

64. Amendment of Agreement. This Agreement may be amended on the mutual consent of the parties provided that such amendment shall be evidenced by a further written document.
65. Waiver. The failure of the City to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by the City. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.
66. Further assurances. The Owner will provide such further assurances as the City may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.
67. Rights and Remedies Cumulative. The rights and remedies of the City under this Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity. If the Owner:
- a) has failed to comply with any terms under any other agreement with the City;
 - b) has been provided with notice of such failure in accordance with the other agreement;
 - c) has failed to remedy the failure in accordance with the other agreement; and
 - d) such failure if continuing,

the City may suspend payment of funds under this Agreement for such period as the City deems appropriate.

68. Date of Agreement. This Agreement shall be signed by the authorized signing officers for the Owner, and by the authorized signing officer for the City. The effective date of this Agreement shall be the date first written above.
69. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Counterparts may be executed either in original, electronic pdf or telecopied form and the parties to this Agreement shall adopt any signatures received by email or receiving telecopier machine as original signatures of the parties.

IN WITNESS WHEREOF the parties duly execute this Agreement:

**

Per:

Name:

Title:

Name:

Title:

I/We have authority to bind the corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

Approved for Execution

SAMPLE

Schedule "A"

The Lands:

PIN: **

Legal Description: **

SAMPLE

Schedule “B”

Estimated Amount of SSM CIP Per Door Grant Payable

This Schedule is intended as an example of how the SSM CIP Per Door Grant is calculated.

GUIDELINES FOR DETERMINING PER DOOR AMOUNT

Per Door Grant Incentive Rates

Housing Category	Precinct	Tenure Types	Maximum Grant Value (per unit)
Affordable	1	Purpose-Built Rental, Freehold (private and not-for-profit)	Bachelor: \$30,000 1 Bedroom: \$35,000 2 Bedroom: \$40,000 3+ Bedroom: \$45,000
	2 or 3	Purpose-Built Rental, Freehold (not-for-profit)	Bachelor: \$30,000 1 Bedroom: \$35,000 2 Bedroom: \$40,000 3+ Bedroom: \$45,000
Market Rate	1	Purpose-Built Rental, Freehold (private and not-for-profit)	\$20,000

The subject property(ies) is/are currently located in Precinct _____.

The tenure type of the property(ies) is/are _____.

The housing category of these units will be _____.

The unit type for each unit is as follows:

Unit 1: _____

Unit 2: _____

Unit 3: _____

Unit 4: _____

ESTIMATED TOTAL AMOUNT OF PER DOOR GRANT IS EQUAL TO: _____

Schedule "C" – Payment Request

To Be Filled Out Upon Completion of Project

AGREEMENT NO. _____

AGREEMENT HOLDER: _____

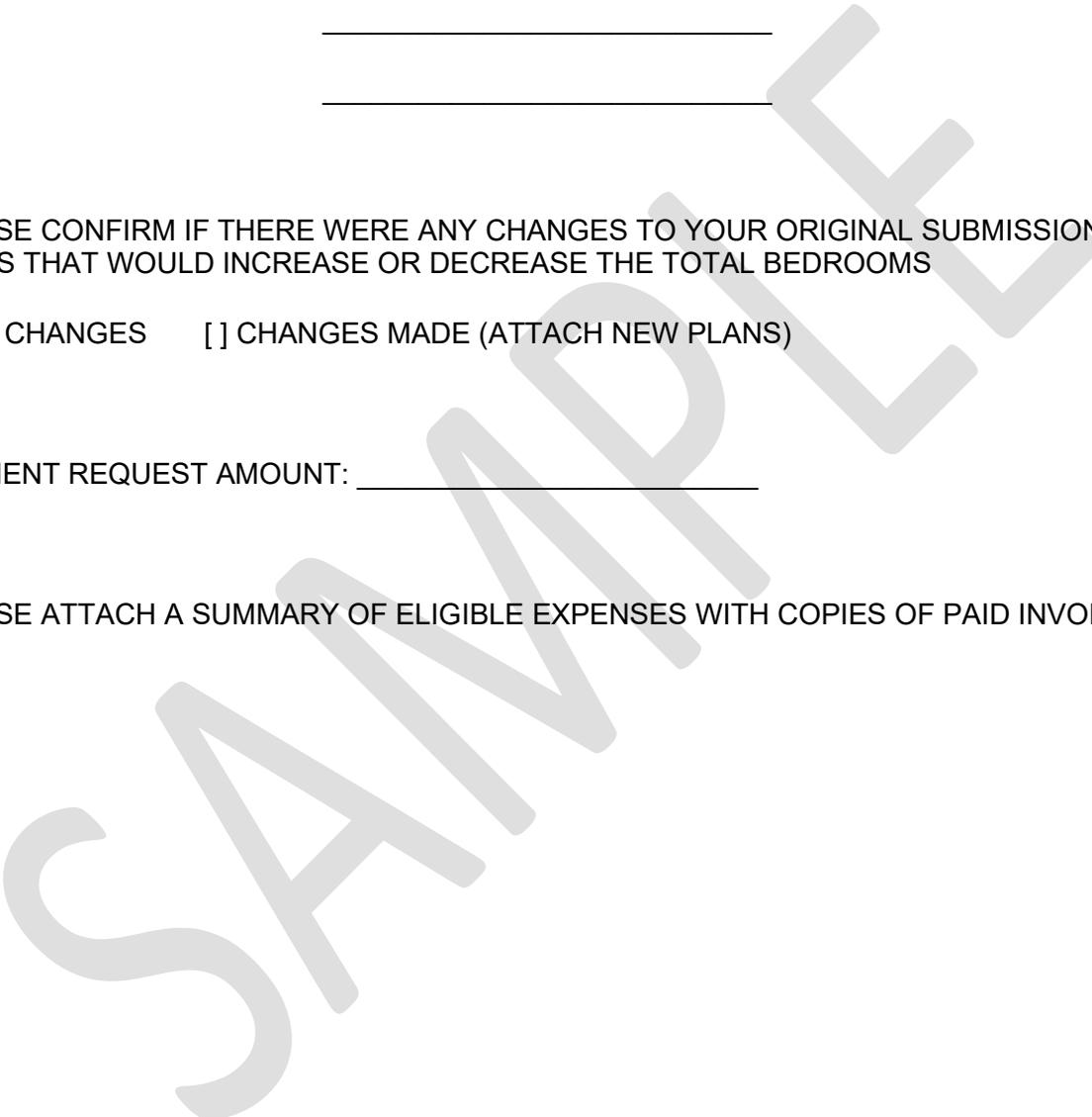
ELIGIBLE UNIT ADDRESSES: _____

PLEASE CONFIRM IF THERE WERE ANY CHANGES TO YOUR ORIGINAL SUBMISSION OF PLANS THAT WOULD INCREASE OR DECREASE THE TOTAL BEDROOMS

NO CHANGES CHANGES MADE (ATTACH NEW PLANS)

PAYMENT REQUEST AMOUNT: _____

PLEASE ATTACH A SUMMARY OF ELIGIBLE EXPENSES WITH COPIES OF PAID INVOICES:



Schedule "D" – Annual Report

- i) the Owner, as named in this Agreement, is the full and proper name of the registered owner in fee simple of the Lands and the legal description herein is a proper legal description of the Lands;
- j) The Owner is in possession and control of the Lands and that the holders of any mortgagees (if any) of the Lands have not taken or otherwise commenced to take any remedial actions they are entitled to by contract or at law to take possession or control of or over the Lands;
- k) to the best of that officer's or director's knowledge, after due inquiry, the Owner is in compliance with the terms of this Agreement;
- l) the Owner is a subsisting corporation which has not been dissolved;
- m) the Owner has properly authorized this Agreement and passed all required resolutions and by-laws (if required in accordance with the terms of its constituting documents) for that purpose;
- n) no construction liens or other claims have been registered on title to the premises as a result of the Owner's development or redevelopment of the Lands;
- o) there are no outstanding arrears of municipal property taxes on the Lands as of the SSM CIP Per Door Grant Eligibility Date and in each subsequent year; and
- p) the Affordable Housing Units continue to be provided and occupied as required under this Agreement.
- q) As per the agreement please confirm the initial start date of your agreement in addition to the initial rent and current rent being charged for these units.

_____ Date: _____

Signature of Agreement Holder

Printed Name: _____

Schedule "D"

Delegated Authority 2025-32

THIS AGREEMENT made pursuant to subsection 28 (11) of the *Planning Act*, R.S.O. 1990, c. P.13, and dated as of _____ day of _____, 202*.

[NTD: to be registered as a Notice under s. 71]

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

-and-

**

(the "Owner" and if more than one person, collectively the "Owner")

WHEREAS:

- A.** On August 12, 2024, City Council approved Report A-10-24-CIP Housing Community Improvement Plan, and adopted the *City of Sault Ste. Marie Housing Improvement Plan* (the "SSM CIP") pursuant to the community improvement provisions of the *Planning Act* (Ontario), as amended;
- B.** The Owner is the registered Owner of land municipally known as *** and described in Schedule "A" of this Agreement (hereinafter referred to as the "Lands");
- C.** The Owner is constructing upon the Lands a residential development consisting of ** units, of which ** will be affordable (the "Project"), representing **% units within the development
- D.** The Owner applied to the City for an SSM CIP tax increment equivalent grant as provided for in the SSM CIP;
- E.** The total tax increment equivalent grant value is expected to be \$** and the Director of Planning or their designate has approved the Owner's application on certain conditions; and
- F.** As a condition of approval for the tax increment equivalent grant under the SSM CIP, the Owner is required by the City to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of:

- a) the premises, covenants and agreements to be observed, fulfilled and performed pursuant to this Agreement; and
- b) the conditional approval of the Owner's application for the SSM CIP TIEG by the City, subject to and in accordance with the terms and conditions hereinafter recorded in this Agreement,

the parties do hereby covenant and agree as follows:

DEFINITIONS

- 1. In this Agreement the following terms shall have the following meanings:
 - a) "Affordable Housing Units" mean the rental housing units within the Project that are rented at or below Affordability Levels for the duration of the Affordability Period.

- b) **"Affordability Level"** means the rent for an Affordable Housing Units, as stated in the, "Affordable Residential Units Bulletin" published by the Province of Ontario for the year the TIEG comes into effect for the year this agreement is signed.
 - c) **"Affordability Level Grant"** means the grant amount in relation to the Affordability Level: Grant will be determined based upon total affordable units and location within a precinct in the municipality that will specify the percentage of incremental tax increase from the development. These rates are published in Appendix A
 - d) **"Affordability Period"** means the period during which the Affordable Housing Units are rented at or below the Affordability Level.
 - e) **"Agreement"** shall mean this SSM CIP TIEG Agreement and all instruments supplemental hereto or any amendment or confirmation hereof; "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other subdivision; "Article", "Section", "Subsection" or other subdivision of this Agreement means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement;
 - f) **"SSM CIP"** means the *City of Sault Ste. Marie Housing Improvement Plan* approved by the Sault Ste. Marie City Council on August 12, 2024 and adopted by By-law No. 2024-171 and By-law No. 2024-172;
 - g) **"SSM CIP TIEG"** means a property Tax Increment Equivalent Grant (TIEG) as contemplated by the SSM CIP to encourage and facilitate development of affordable housing properties by providing financial incentives to landowners;
 - h) **"SSM CIP TIEG Application"** means the application submitted by the Owner in respect of its request for a TIEG as contemplated by the SSM CIP for the development of the Project on the Lands;
 - i) **"SSM CIP TIEG Eligibility Date"** means the 31st of December in the calendar year of the first full year of post-construction reassessment by the Municipal Property Assessment Corporation notwithstanding the date when the Director of Planning or their designate approved the Owner's SSM CIP TIEG Application and the year in which Council approved the budget for payment of the TIEG to the Owner;
 - j) **"Tax Increment"** means the increase in municipal property taxes realized on the Lands that result from the development or redevelopment of the Lands. The Tax Increment shall be calculated **ONCE during the Term** as the difference between the municipal portion of property taxes levied on the Lands immediately after development or redevelopment of any portion of the Project on the Lands, as assessed by the Municipal Property Assessment Corporation, and the municipal portion of property taxes levied on the Lands in the calendar year the application for SSM CIP TIEG was made. If there has been an increase in assessment as a result of development or redevelopment, the tax increment shall also take into account any increase in the tax rate applicable to the Lands. Any claw back or capping, if applicable, will be considered as applicable to the municipal portion of the property tax;
 - k) **"Tax Increment Equivalent Grant (TIEG)"** means the annual grant equivalent allotted by Schedule A for the development over the course of the program.
2. All references to money amounts herein are, unless specifically otherwise stated, references to lawful money of Canada.
3. Nothing set out in this Agreement shall impose upon the City any obligation to monitor the proper application of any of the TIEG.

TERM

3. This Agreement shall commence on the date it is executed by all parties and shall terminate on the earlier of:
- a) the **** (**)** 20th anniversary of the SSM CIP TIEG Eligibility Date;
 - b) the date this Agreement is terminated by the City in accordance with and pursuant to the terms hereof.

AFFORDABLE HOUSING REQUIREMENTS

4. The Owner agrees to provide the following in the Project:
- a) Affordable Housing Units: Total of ****** units out of a possible ****** units.
 - b) Affordability Level: Rates in the "Affordable Residential Units Bulletin"
 - c) Affordability Level Grant: Increased Tax Increment * Corresponding Cell of Schedule B
 - d) Affordability Period: 20 years

TIEG AMOUNT

5. The TIEG shall take the form of an annual grant based on the increment of property tax resulting from the development or redevelopment of the Lands as determined by the Affordability Level Grant
6. Based on the Affordable Housing Units to be provided, the annual TIEG for the Project shall be equivalent to:

The percentage of Affordable Units by Precinct for the given year of the TIEG, multiplied by the Increment Tax Increase from the development
7. An estimate of the future Tax Increment is set out in Schedule "B" attached hereto. The parties acknowledge that the payment calculations are based on estimates only and that the administration of the TIEG shall be based on the Affordability Level Grant, the actual property assessed values and Tax Increment amount including any capping or claw-back amounts. The Owner shall pay the full property tax owing in each year. If the terms and conditions of this Agreement have been satisfied and the Owner has submitted the Payment Request and Annual Report, the Owner will be entitled to the TIEG.
8. The actual amount of each annual TIEG payment may be re-calculated to a lower amount in the event the City, in its discretion, acting reasonably, determines that the Tax Increment originally calculated for the purpose of the payment of the first annual TIEG has been reduced in subsequent years.
9. Notwithstanding anything to the contrary in this Agreement, the Affordability Level Grant shall remain unamended during the Term of this Agreement even if:
 - a) the actual rent and Affordability Level is lower than that which is required under this Agreement; or
 - b) the Tax Increment increases over the Term of this Agreement.

SSM CIP TIEG

10. Subject to the provisions of this Agreement and the SSM CIP, the City agrees to provide to the Owner the TIEG over a period of up to twenty (20) years from the SSM CIP TIEG Eligibility Date, for the purpose of reimbursing the Owner for a portion of the Tax Increment based on the calculation charts in Appendix A.

CONDITIONS OF THE TIEG

11. The TIEG is conditional upon:
 - a) the Owner being in compliance with all material provisions of this Agreement;
 - b) The Project being complete and having been issued a Final Occupancy Permit from the City's Building Division;
 - c) Final building inspection having taken place and all deficiencies having been addressed, to the satisfaction of the City of Sault Ste. Marie, which includes no outstanding work orders and/or orders or requests to comply from any City department or other regulatory authority in respect of the initial development of the Project and the business of the Owner to the extent it relates directly to and in respect of the Project;
 - d) The City being satisfied that there are no liens, claims or litigation in respect of the Project, or in the event of any such lien, claims or litigation the Owner is, in good faith, disputing same;
 - e) the Owner and the Lands shall adhere to all laws, regulations, and City by-laws; and,
 - f) Initial and annual confirmation/reporting being completed and the City being satisfied that the Affordable Housing Units are being provided as required under this Agreement.

ASSESSMENT REQUIREMENTS

12. As it relates to the assessment of the Lands, the Owner shall have requested that the Lands be assessed by the Municipal Property Assessment Corporation and that the revised assessment be added to the Tax Roll of the City, and demonstrate to the satisfaction of the City, acting reasonably, that the development or redevelopment of the Lands has resulted in the occurrence of a Tax Increment.

ADDITIONAL INFORMATION

13. The City may request any additional documentation or proof of the conditions being met and may request a third-party review of any matter and in each instance the City shall act reasonably in making such request. Any third-party review shall be at the cost of the Owner, provided such costs are reasonable. Notwithstanding the performance of a review or the payment of any form of SSM CIP TIEG pursuant to this Agreement, the City shall not be estopped from having such additional

reviews conducted as it may reasonably require from time to time but in any event, not more than twice per calendar year during the above noted period.

PAYMENT PROCESS

14. Yearly, and subject to the conditions for the TIEG being met, the Owner shall provide:
 - a) The Payment Request to the City for the payment of the TIEG, in the form attached as Schedule C; and
 - b) the Annual Report to the City confirming conditions have been met, in the form attached as Schedule D.
15. Once the information/documentation is received by the City and verified to its satisfaction, acting reasonably, the City, prior to paying the TIEG, shall confirm the ongoing eligibility and advise the Owner of the amount and payment schedule of the TIEG. The decision of the City regarding the eligibility and TIEG is final and not subject to review by any court or other adjudicative body, absent manifest error.
16. Payment shall be issued by way of an EFT, or if deemed necessary by, cheque within a reasonable time following confirmation by staff of the eligibility of the Per Door Grant.

LIMITATIONS

17. No costs incurred by the Owner in respect of the development or redevelopment of the Lands Lands except those listed below in section 18 shall be eligible for a TIEG under this Agreement.
18. Eligible Costs used to determine the maximum TIEG amount will consist of the following:
 - i. Construction Costs including expenses related to building or renovating the structures, including materials, labour, and equipment.
 - ii. Soft Costs that include architectural and engineering design fees
 - iii. Site Work Costs including expenses for preparing the site for construction, including excavation, grading, and landscaping

The City of Sault Ste. Marie reserves the right to make a final decision on all costs submitted as proof of the development.
19. In the event conditions as contemplated by an SSM CIP TIEG Application are not met including if the Project is not completed, the City shall not be obligated to pay a grant or any portion thereof, notwithstanding that there may be an increase in assessed value of the Lands.
20. The TIEG is not payable by the City until such time as all assessment appeals relating to the value of the Lands before the additional assessment or as to the additional assessment have been filed and decided.
21. The TIEG herein shall not apply after the 20 anniversary of the SSM CIP TIEG Effective Date. The City does not guarantee the amount of the TIEG that will be paid since the amount is contingent on the post-development assessment, which is only completed after this Agreement is signed.

OWNER'S REPRESENTATIONS AND WARRANTIES

22. The Owner represents and warrants that:
 - a) It is the registered owner of the Lands;
 - b) It has been duly incorporated as a corporation and is in good standing under the *provincial or federal legislation* and is in substantial compliance with all laws that may affect it in a material manner or which may be of a material consequence and will remain so throughout the term of this Agreement;
 - c) It has the corporate capacity to enter into this Agreement and to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement;
 - d) It is not a non-resident of Canada (as that term is defined under the Income Tax Act (Canada)) as of the date of this Agreement and that in the event the Owner is found to no longer be a non-resident of Canada, the Owner shall immediately notify the City, and it is agreed that the City may deduct from any or all annual grant payments such sum(s) as may be required by Canada Revenue Agency in order to meet the City's obligations as a payor and the Owner's obligations under the Income Tax Act (Canada) and other applicable laws.
 - e) The SSM CIP TIEG Application(s) and all documents and information associated and attached thereto are, to the best of the Owner's knowledge and belief, true;
 - f) It has disclosed any and all funding for which it has applied for or received from any other government, agency, or other funding source, including other City Programs for the Affordable Housing Units,

OWNER'S ACKNOWLEDGEMENTS

23. The Owner acknowledges that:

- a) The onus and responsibility is on the Owner at all times to assume all costs of development or redevelopment of the Lands and to apply for and obtain, at the Owner's expense, all approvals required from the City and all other agencies for the development or redevelopment of the Lands;
- b) Nothing in this Agreement limits or fetters the City in exercising its statutory jurisdiction under the *Planning Act* or under any other legislative authority or by-law and that in the event the City decides to deny or oppose or appeal any such decision, that such action by the City is not in any manner limited by reason of the City entering into this Agreement;
- c) Nothing in this Agreement is intended to impose or shall impose upon the City any duty or obligation to inspect or examine the Lands for compliance or non-compliance or to provide an opinion respecting any condition of rehabilitation or development;
- d) Nothing in this Agreement is intended to be or shall be construed to be a representation by the City regarding compliance of the Lands with applicable environmental laws, regulations, policies, standards, permits or approvals, or other by-laws and policies of the City;
- e) It is the Owner's sole responsibility to submit the required documents on an annual basis to request the TIEG and that nothing in this Agreement is intended to require the City to actively offer the annual TIEG; and
- f) If the Owner fails to request the annual TIEG by December 31 of the following year for which the TIEG is being requested, the City shall have no obligation to pay the TIEG for that year.

OWNER'S GENERAL OBLIGATIONS AND COVENANTS

24. The Owner shall provide the City with all documentation as may be reasonably requested by the City from time to time relating to the subject matter of this Agreement and the work in respect of the development or redevelopment of the Lands.
25. If any property tax grants or other assistance for affordable housing are applied for or received by the Owner, the Owner shall immediately disclose same to the City and agrees that the TIEG may be reduced if the total grants exceed the expenses the owner has contributed to the project.
26. The Owner covenants to the City that the Project will not be voluntarily demolished by it, in whole or in part, prior to the termination of this Agreement.
27. The Owner shall provide the City with proof of all costs incurred to plan, design, approve and construct the Project and with all documentation, as may be reasonably requested by the City from time to time. The Owner grants to the City and its agents a license to enter the Lands, upon prior notice to the Owner and at any reasonable time for the purpose of conducting an inspection of all works being conducted and to confirm that the Owner is in compliance with the terms of this Agreement. The City and its agents shall enter the Lands at their own risk and, upon entering upon the Lands, shall not interfere with the development of the Lands or the Project.
28. The Owner shall ensure there are no liens or other claims outstanding in respect of the Lands at any time, or if any lien is registered on title to the Lands or a claim is filed or made against the Owner, the Owner shall take such actions as necessary to defend against such lien or claim, to have the lien deleted or discharged from title or such claim withdrawn or dismissed. The Owner shall, from time to time, report to the City with respect to such matters.
29. The Owner shall ensure that the Lands are maintained in uncontaminated condition, and it shall not take any action or fail to take action that results in the Lands being contaminated during the term of this Agreement.

TENANCY OF AFFORDABLE HOUSING UNITS

30. The Owner shall be required to offer the Affordable Housing Units as follows:
 - i. The rate that is published in the "Affordable Residential Units Bulletin" published by the Province of Ontario in the year for which the TIEG is initially applied.

(collectively, the "**Eligibility Criteria**")

31. In order to assist applicants to access the Affordable Housing Units, the Owner shall:
 - a) take appropriate steps to enable members of the public to obtain information about accommodation in the Affordable Housing Units;
 - b) inform the applicants that the Project is in receipt of a TIEG such that they can determine if there is an impact on their "trillium benefit" if any;
 - c) provide written information to applicants about the Eligibility Criteria and the policies and procedures of the Owner in relation to placement of applicants including any waitlist they may have and the transfer of tenants; and
 - d) not charge applicants any fee for providing the information or for receiving or processing their application for housing.

32. The Owner shall act diligently in filling vacant Affordable Housing Units such that units are continuously occupied (with the exception of vacancies for brief periods to accommodate a change in tenancy).

RENT INCREASES

33. During a tenancy, the Owner agrees, by virtue of this Agreement, not to increase the rent during the Affordability Period by more than the prevailing rental increase rate guideline published by the Province of Ontario
- a) Above guideline increases may be permitted, but must adhere to regulations as set out in the *Residential Tenancies Act, 2006*, but remain at the sole discretion of the City.
34. At unit turnover, the Owner may adjust the rent to the then current Affordability Level.
35. The Owner agrees to provide, within 2 business days' of receiving a written request, a rent roll for the Affordable Housing Units.

ACCESSIBILITY

36. All actions that arise from the SSM CIP program will adhere to accessibility legislative framework that includes the Integrated Accessibility Standards Regulation of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the Ontario Building Code 2012 to the greatest extent possible. Additionally, as per its Accessibility Policy, the City of Sault Ste. Marie is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public.

ANNUAL REPORTS

37. On an annual basis and as a pre-condition to the Owner receiving any annual TIEG, and without which the City shall not be obligated to provide the TIEG, the Owner shall provide an Annual Report, in the form attached as Schedule D to this Agreement, signed by a director or officer of the Owner certifying to the City that:
- a) the Owner, as named in this Agreement, is the full and proper name of the registered owner in fee simple of the Lands and the legal description herein is a proper legal description of the Lands;
 - b) The Owner is in possession and control of the Lands and that the holders of any mortgagees (if any) of the Lands have not taken or otherwise commenced to take any remedial actions they are entitled to by contract or at law to take possession or control of or over the Lands;
 - c) to the best of that officer's or director's knowledge, after due inquiry, the Owner is in compliance with the terms of this Agreement;
 - d) the Owner is a subsisting corporation which has not been dissolved;
 - e) the Owner has properly authorized this Agreement and passed all required resolutions and by-laws (if required in accordance with the terms of its constituting documents) for that purpose;
 - f) no construction liens or other claims have been registered on title to the premises as a result of the Owner's development or redevelopment of the Lands;
 - g) there are no outstanding arrears of municipal property taxes on the Lands as of the SSM CIP TIEG Eligibility Date and in each subsequent year; and
 - h) the Affordable Housing Units continue to be provided and occupied as required under this Agreement.

RECORDS and AUDITS

38. The Owner shall:
- a) maintain financial records, consistent with generally accepted accounting principles, including, but not limited to, records related to rent collection and tenant Income and eligibility verification, in a form satisfactory to the City;
 - b) permit the City to inspect and copy such records at all reasonable times;
 - c) permit the City to conduct an audit or investigation of the Owner in respect of the Affordable Housing Units within of the Project; and
 - d) retain all such records that relate to the Project for not less than seven (7) years from the end of the respective Fiscal Year.

39. No provision of the Agreement will be construed so as to give the City any control whatsoever over the Owner's records.
40. The Owner shall provide the City with access to all information obtained by the Owner under this Agreement, and shall immediately provide verification of such information if requested by the City subject to compliance with all privacy laws of Canada.
41. The City may cause its employees or agents to conduct an audit, investigation or inquiry in relation to the Owner's Affordable Housing Units within the Project, and the Owner shall co-operate with the employees or agents of the City and provide full and free access to staff, projects, documents and records as determined by employees or agents of the City.
42. The Owner shall, for statistical purposes, supply information as required by the City from time-to-time, provided such information is reasonably available and in compliance with applicable privacy laws of Canada, as determined by the City.

CITY'S REPRESENTATIONS:

43. The City makes no representations as to the fitness of the Lands for the proposed Project nor that the TIEG will offset any revenue loss(es) (the difference between market and affordable rent) experienced by the Owner for incorporation the Affordable Housing Units in the Project.
44. The City makes no representations nor does it provide any guarantees on the suitability of households selected from the Below Market Rent waitlist.

DEFAULT AND REMEDIES

45. The Owner is in default of this Agreement where it fails to comply with any of its obligations, covenants, or requirements established in this Agreement. Without limiting the generality of the foregoing, the Owner shall be deemed to be in default where the Owner:
 - a) fails to have all of the Affordable Housing Units occupied (with the exception of vacancies for brief period to accommodate a change in tenancy). Any vacancies exceeding 30 days will need to be communicated to the City of Sault Ste. Marie Housing CIP Coordinator.
 - b) fails to substantially comply with any City by-laws or site plan control agreements related to the development or redevelopment of the Lands;
 - c) allows taxes to fall into arrears;
 - d) materially misrepresents any fact, representation or warranty made herein by it;
 - e) fails to substantially perform or comply with any of the obligations contained in any other agreement entered into between the Owner and the City related to the development or redevelopment of the Lands;
 - f) makes an assignment for the benefit of creditors, or assigns in bankruptcy or takes the advantage in respect of their own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Owner, or if the Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged insolvency, or any default of the Owner under any mortgage or other obligation, or if the Lands or interest of the Owner in the Lands becomes liable to be taken or sold by any creditors or under any writ of execution or other like process;
 - g) cannot be contacted by the City over a period of greater than one (1) year or within 48 hours where an emergency or violation occurs upon the Lands;
 - h) Does not adhere to the condition set out under section 11 of this Agreement; or
 - i) fails to manage the Project adequately, as a prudent landlord would, as determined by the City acting reasonably.
46. Where the Owner is in default of this Agreement, the City shall, where practical, provide written notice of the default to the Owner. The Owner shall have thirty (30) days, or such lesser amount of time as is reasonable in the circumstances, to remedy (or to commence to undertake such actions as are necessary to remedy such default provided such actions are being diligently pursued by the Owner) the default to the satisfaction of the City within the time period prescribed herein. Where the default is not remedied to the satisfaction of the City, the City may exercise any remedy available at law and pursuant to this Agreement. Without limiting the generality of the foregoing, the City may:
 - a) delay any TIEG payment;
 - b) cancel any or all TIEG payment;
 - c) audit the information (to the extent the default relates to such information) provided by the Owner to the City and any other information deemed relevant by the City to investigate the default and the Owner hereby agrees to provide all requested information in a timely fashion and to pay all costs of the audit;
 - d) require that the Owner repay all or any part of the TIEG already provided to the Owner, plus interest; and

e) terminate this Agreement.

47. Overpayment or default repayment: The Owner acknowledges that the City is a municipal entity that can recoup funds owed by adding them to the Owner's municipal property taxes. In the event of any overpayment or default under the terms and conditions of this Agreement, the Owner agrees that the City can use the municipal property tax roll of the Lands to register the amount owed to the City by the Owner. If the amount added to the municipal property taxes remains unpaid, the City may take action to collect any amount added to the municipal property tax roll of the Lands under this provision in the same manner as outstanding taxes, including, but not limited to, applicable interest under the City's tax collection process and tax sales. Municipal taxes have priority lien status under the *Municipal Act*.

INDEMNITY

48. In the event that, as a result of the City exercising any of its remedies pursuant to this Agreement, there is no SSM CIP TIEG or the SSM CIP TIEG ceases or is delayed, the Owner agrees that notwithstanding any costs or expenses incurred by the Owner, the Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the City and that the City is not liable to the Owner for losses, damages, interest, or claims which the Owner may bear for any reason whatsoever.
49. The Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the City and its officers, employees, councillors, and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly from:
- a) the City entering into this Agreement (however, same does not relieve the City of its obligations to abide by and perform its obligations set out herein); and
 - b) any failure by the Owner to fulfil its obligations under this Agreement.
50. The indemnities contained in this Agreement shall remain in force following termination or expiry of this Agreement.

INSURANCE

51. During the Term, the Owner shall provide and maintain the following insurance coverage:
- a) Commercial General Liability Insurance subject to limits of not less than \$5,000,000.00 for bodily injury, death and damage to property including loss of use thereof, which shall include insurance for the following:
 - (A) Premises and Operations Liability;
 - (B) Products and Completed Operations Liability;
 - (C) Personal Injury Liability;
 - (D) Elevator Liability, if applicable;
 - (E) Contingent Employer's Liability;
 - (F) Owner's and Contractor's Protective Liability;
 - (G) Contractual Liability;
 - (H) Severability of Interest Clause;
 - (I) Liability with respect to non-owned licensed motor vehicles; and
 - (J) Cross Liability,

and the Commercial General Liability insurance shall be in the name of the Owner and shall name 'The Corporation of the City of Sault Ste. Marie' as an additional insured thereunder;
 - b) Broad Form Property Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full

- replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder;
- c) Boiler and Machinery Insurance upon the lands, including building, building equipment and supplies utilized in the operation of the premises in an amount not less than the full replacement cost of the building and contents and including extra expense coverage. Such insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder; and
- d) Motor Vehicle Liability Insurance in respect to owned or leased licensed Motor Vehicles subject to a limit of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

- 52. All the above policies listed in subsection 511 shall name the City as mortgagee and first loss payee, contain an endorsement to provide the City with thirty (30) days prior written notice of cancellation or of material change that would diminish coverage. The Owner shall provide the City evidence of such insurance as the City may from time to time reasonably require.
- 53. The Owner shall furnish the City with copies of such policies or certificates of insurance as evidence of such insurance prior to execution of this Agreement and upon the anniversary date(s) of all applicable policies described herein.
- 54. The Owner may be required by the City to provide and maintain additional insurance coverage related to this Agreement's requirements, under the following circumstances:
 - a) a change in the law; or
 - b) an increase in the value of the Project,

such that it would lead a prudent owner in similar circumstances to provide and maintain such additional insurance coverage.

- 55. Any approval by the City of any of the Owner's insurance policies shall not relieve the Owner of any responsibility hereunder.

DEBT DUE

- 56. If the Owner owes money to the City pursuant to this Agreement, such amount shall be a debt due to the City and the City may charge the Owner interest on any money owing at the then current interest rate charged by the Bank of Canada or the Canadian Consumer Price Index Index, whichever is highest, on accounts receivable.
- 57. If the Owner fails to repay any amount owing to the City under this Agreement, the City may deduct any unpaid amount from any money payable to the Owner by the City.

NOTICES

- 37. Any notice or reporting required to be given by either party to the other shall be given in writing and delivered in person or by prepaid first class mail to:

in the case of the City to:

SSM CIP Coordinator,

Corporation of the City of Sault Ste. Marie

5th Floor Planning Department

99 Foster Drive.

Sault Ste. Marie, ON P6A 5X6

Telephone: 705-759-5368

in the case of the Owner to:

**

Telephone: **

COMPLIANCE WITH LEGISLATION

58. The Owner acknowledges and agrees to comply with applicable legislation including the *Ontario Human Rights Code*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Personal Information Protection and Electronic Documents Act*, and *Municipal Freedom of Information and Protection of Privacy Act*, as applicable.
59. The Housing Provide & Proponent acknowledges that the City is bound by the *Municipal Freedom of Information and Privacy Act* and that any information provided to the City in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

GENERAL

60. **Laws of Province.** Any obligation in this Agreement is subject to the laws of the Province of Ontario and applicable by-laws of the City, and those laws and by-laws apply to the interpretation of this Agreement, and any reference to a statute or by-law in this Agreement includes any subsequent amendments or replacement and substitution of that statute or by-law.
61. **Registration.** The Owner acknowledges that the City shall register a Notice of this Agreement on title to the Lands immediately upon approval and execution of this Agreement by both parties. The Owner shall be responsible for the costs incurred in the preparation of this Agreement and for the costs of registering it.
62. **Costs.** The Owner is responsible for its own costs and expenses incurred in connection with the preparation, execution, enforcement and implementation of this Agreement.
63. **Assignment.** The Owner acknowledges and agrees that the City shall provide the SSM CIP TIEG only to the Owner except as provided in this Section. The Owner may not assign this Agreement or any SSM CIP TIEG amounts available except in accordance with the following:
- a) The Owner acknowledges and agrees that the City shall provide the SSM CIP TIEG only to the Owner except as otherwise provided herein and that where the Owner ceases to own the Lands or any part thereof for any reason, the City shall cease to provide the remaining SSM CIP TIEG to the Owner;
 - b) Where all or a portion of the Lands are sold the remaining SSM CIP TIEG and the provisions of this Agreement may be assigned by the Owner with the express written consent of the City acting reasonably in its sole discretion;
 - c) As a condition of the City's consent to assign this Agreement and all or part of the remaining SSM CIP TIEG, the Owner agrees to obtain from any purchaser an agreement, satisfactory to the City acting reasonably, whereby the purchaser shall assume the Owner's obligations pursuant to this Agreement with respect to all or a portion of the Lands being purchased, failing which the Owner shall continue to be bound by this Agreement, notwithstanding that it shall no longer be entitled to receive the remaining SSM CIP TIEG amounts. To the extent that the purchaser is one or more condominium corporations, without limiting the foregoing, the City may request proof that the purchaser(s) has/have complied with any and all applicable provisions of the *Condominium Act, 1998*, S.O. 1998, c. 19 required in order for the condominium unit owners to be legally bound by the agreement to assume the Owner's obligations under this Agreement; and,
 - d) Where all or part of the SSM CIP TIEG has been assigned, apportionment shall be as agreed to between the Owner and the purchaser(s) and must be satisfactory to the City in its sole discretion, acting reasonably. The parties acknowledge that individuals who purchase residential units or condominium units from the Owner shall not be entitled to SSM CIP TIEG unless the Owner and the City agree in writing.
64. **Joint and Several.** This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. If more than one person executes this Agreement the obligations of such persons hereunder shall be joint and several.
65. **Invalidity of Provision of Agreement.** If any provision of this Agreement should be found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and this Agreement shall remain in full force and effect without the provision.

66. Time of the Essence. Time shall be of the essence in this Agreement.

67. Schedules. As hereinafter set out below, the following Schedules are attached to and form part of this Agreement:

Schedule "A" Description of Lands;

Schedule "B" Estimated Future Property Tax Increment and Annual SSM CIP TIEG Payable

68. Amendment of Agreement. This Agreement may be amended on the mutual consent of the parties provided that such amendment shall be evidenced by a further written document.

69. Waiver. The failure of the City to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by the City. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

70. Further assurances. The Owner will provide such further assurances as the City may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

71. Rights and Remedies Cumulative. The rights and remedies of the City under this Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity. If the Owner:

- a) has failed to comply with any terms under any other agreement with the City;
- b) has been provided with notice of such failure in accordance with the other agreement;
- c) has failed to remedy the failure in accordance with the other agreement; and
- d) such failure if continuing,

the City may suspend payment of funds under this Agreement for such period as the City deems appropriate.

72. Date of Agreement. This Agreement shall be signed by the authorized signing officers for the Owner, and by the authorized signing officer for the City. The effective date of this Agreement shall be the date first written above.

73. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Counterparts may be executed either in original, electronic pdf or telecopied form and the parties to this Agreement shall adopt any signatures received by email or receiving telecopier machine as original signatures of the parties.

74. Should the CIP By-law or are be dissolved or revoked by Council all agreements will be terminated forthwith without further payment

IN WITNESS WHEREOF the parties duly execute this Agreement:

**

Per:

Name:

Title:

Name:

Title:

I/We have authority to bind the corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Approved for Execution

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

Schedule "A"

The Lands:

PIN: **

Legal Description: **

SAMPLE

Schedule "B"

Estimated Future Property Tax Increment and Annual SSM CIP TIEG Payable

This Schedule is intended as an example of how the SSM CIP TIEG is calculated.

Current Assessment and Property Tax Information

The subject property is currently assessed as _____. According to the Municipal Property Assessment Corporation (MPAC), the assessed value of the subject property based on January 1, 20** is \$** and the 20** phased-in assessment for the subject property is \$**. Based on this assessment, the 20** property taxes were \$** (according to the City of Sault Ste. Marie Tax Bill). This is comprised of a \$** municipal levy and a \$** education levy.

Projected Year One Annual Property Taxes

Based on a post-development assessment value of \$**, prepared by **, as submitted as part of the application, the projected annual property taxes for the first year after development of the proposed subject property are: \$**.

The SSM CIP TIEG will be based on the increase in municipal portion of the property taxes and is estimated to be approximately \$** annually or \$** allowing for tax increases over the **-year grant period. This amount represents an approximation based on estimated future assessed values and taxes. The final amount of the SSM CIP TIEG will be based on actual revised assessment following completion (provided by the Municipal Property Assessment Corporation) and annual tax rates.

It is important to note that the Tax Increment is only an estimate and provides guidance on the order of magnitude of the possible payment under the assumption that the Project would be completed, reassessed and taxes levied and paid in this period. The tax rates and all of the assessment valuation parameters are held constant for illustration purposes. In practice the assessed value would likely increase reflecting increasing property values. As well, there would likely be some increases in the annual municipal levy during the projection period.

The administration of the TIEG would require that any TIEG to be paid be based on the actual Municipal Property Assessment Corporation (MPAC) property assessment (including any resolution of appeals) of improved properties. The prevailing tax rate would be applied and only after taxers are paid in full for one year and only when the City is satisfied that all terms and conditions of this Agreement have been met would the TIEG be issued. The maximum TIEG would be capped at the municipal share of the increase in property taxes over the pre-development municipal property taxes paid.

In the administration of this grant, the calculation would be done each year based on the new assessment, tax rate, taxes paid and actual municipal Tax Increment to establish the actual annual TIEG payment.

Schedule "C" – Payment Request

To Be Filled Out Upon Completion of Project

AGREEMENT NO. _____

AGREEMENT HOLDER: _____

ELIGIBLE UNIT ADDRESSES: _____

PAYMENT REQUEST AMOUNT: _____

IF THIS IS YOUR FIRST YEAR PLEASE ATTACH A SUMMARY OF ELIGIBLE EXPENSES WITH COPIES OF PAID INVOICES:

SAMPLE

Schedule "D" – Annual Report

- i) the Owner, as named in this Agreement, is the full and proper name of the registered owner in fee simple of the Lands and the legal description herein is a proper legal description of the Lands;
- j) The Owner is in possession and control of the Lands and that the holders of any mortgagees (if any) of the Lands have not taken or otherwise commenced to take any remedial actions they are entitled to by contract or at law to take possession or control of or over the Lands;
- k) to the best of that officer's or director's knowledge, after due inquiry, the Owner is in compliance with the terms of this Agreement;
- l) the Owner is a subsisting corporation which has not been dissolved;
- m) the Owner has properly authorized this Agreement and passed all required resolutions and by-laws (if required in accordance with the terms of its constituting documents) for that purpose;
- n) no construction liens or other claims have been registered on title to the premises as a result of the Owner's development or redevelopment of the Lands;
- o) there are no outstanding arrears of municipal property taxes on the Lands as of the SSM CIP TIEG Eligibility Date and in each subsequent year; and
- p) the Affordable Housing Units continue to be provided and occupied as required under this Agreement.
- q) As per the agreement please confirm the initial start date of your agreement in addition to the initial rent and current rent being charged for these units (If necessary attach a summary sheet of units).

SAMPLE

Appendix “A” – TIEG Rebate Rates

CITY OF SAULT STE. MARIE: APPROVED HOUSING TIEG STRUCTURE

PRECINCT 1: PERCENTAGE OF PROPERTY TAX (MUNICIPAL PORTION) REBATED

Affordable Units (%) ▶	None	1-9%	10-19%	20-29%	30-39%	40-49%	50-59%	60-69%	70-79%	80-89%	90-100%
Year 1	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 3	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 4	50%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 5	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%	100%
Year 6	0%	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%
Year 7	0%	0%	25%	50%	100%	100%	100%	100%	100%	100%	100%
Year 8	0%	0%	0%	25%	75%	100%	100%	100%	100%	100%	100%
Year 9	0%	0%	0%	0%	50%	75%	100%	100%	100%	100%	100%
Year 10	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
Year 11	0%	0%	0%	0%	0%	25%	50%	100%	100%	100%	100%
Year 12	0%	0%	0%	0%	0%	0%	25%	75%	100%	100%	100%
Year 13	0%	0%	0%	0%	0%	0%	0%	50%	100%	100%	100%
Year 14	0%	0%	0%	0%	0%	0%	0%	25%	75%	100%	100%
Year 15	0%	0%	0%	0%	0%	0%	0%	0%	50%	100%	100%
Year 16	0%	0%	0%	0%	0%	0%	0%	0%	25%	75%	100%
Year 17	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	75%
Year 18	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%
Year 19	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%
Year 20	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Length (Years)	5	6	7	8	10	11	12	14	16	18	19

PRECINCT 2: PERCENTAGE OF PROPERTY TAX (MUNICIPAL PORTION) REBATED

Affordable Units (%) ▶	None	1-9%	10-19%	20-29%	30-39%	40-49%	50-59%	60-69%	70-79%	80-89%	90-100%
Year 1	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 2	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 3	50%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 4	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%	100%
Year 5	0%	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%
Year 6	0%	0%	25%	50%	100%	100%	100%	100%	100%	100%	100%
Year 7	0%	0%	0%	25%	75%	100%	100%	100%	100%	100%	100%
Year 8	0%	0%	0%	0%	50%	75%	100%	100%	100%	100%	100%
Year 9	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
Year 10	0%	0%	0%	0%	0%	25%	50%	100%	100%	100%	100%
Year 11	0%	0%	0%	0%	0%	0%	25%	75%	100%	100%	100%
Year 12	0%	0%	0%	0%	0%	0%	0%	50%	75%	100%	100%
Year 13	0%	0%	0%	0%	0%	0%	0%	25%	50%	100%	100%
Year 14	0%	0%	0%	0%	0%	0%	0%	0%	25%	75%	100%
Year 15	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%	75%
Year 16	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%
Year 17	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%
Year 18	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 19	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 20	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Length (Years)	4	5	6	7	9	10	11	13	14	16	17

PRECINCT 3: PERCENTAGE OF PROPERTY TAX (MUNICIPAL PORTION) REBATED

Affordable Units (%) ▶	None	1-9%	10-19%	20-29%	30-39%	40-49%	50-59%	60-69%	70-79%	80-89%	90-100%
Year 1	75%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Year 2	50%	75%	75%	75%	100%	100%	100%	100%	100%	100%	100%
Year 3	25%	50%	50%	75%	100%	100%	100%	100%	100%	100%	100%
Year 4	0%	25%	25%	50%	75%	100%	100%	100%	100%	100%	100%
Year 5	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%	100%
Year 6	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%	100%
Year 7	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%	100%
Year 8	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%	100%
Year 9	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%	100%
Year 10	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%	75%
Year 11	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	50%
Year 12	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%
Year 13	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 14	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 15	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 16	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 17	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 18	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 19	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Year 20	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Length	3	4	4	5	6	7	8	9	10	11	12



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-33

AGREEMENT: A by-law to authorize the execution of the Licence to Occupy City Property Agreement between the City and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC. for the purpose of conducting tree clearing on Yates Avenue PART SECTION 34 KORAH as described in PIN 31609-0390 (LT) and shown on attached map for the PUC Transmission Project (PUC – Robert Brewer).

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 Licence to Occupy City Property Agreement dated February 24, 2025 between the City and PUC (TRANSMISSION) LP by its General Partner PUC (TRANSMISSION) GP INC., a copy of which is attached as Schedule "A" hereto. This Licence to Occupy City Property Agreement is for the purpose of conducting tree clearing on Yates Avenue PART SECTION 34 KORAH as described in PIN 31609-0390 (LT) and shown on attached map for the PUC Transmission Project (PUC – Robert Brewer).

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 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 24th day of February, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

**PUC (TRANSMISSION) LP BY ITS GENERAL PARTNER
PUC (TRANSMISSION) GP INC.**

(hereinafter referred to as the "Licencee")

WHEREAS the City has entered into an Easement Option Agreement dated the 8th day of April 2024 which shall be amended by an Easement Option Agreement Amended dated the 24th day of February 2025, to purchase a right-of-way and easement in, on, over, under, across and through the lands as defined in the Easement Option Agreement for the PUC Transmission Project (the "Project");

AND WHEREAS the Licencee is in the process of completing matters necessary to formalize this Easement and in the interim has requested permission to begin tree clearing activities to prepare a portion of the lands, identified as PIN 31609-0390(LT) for the Project;

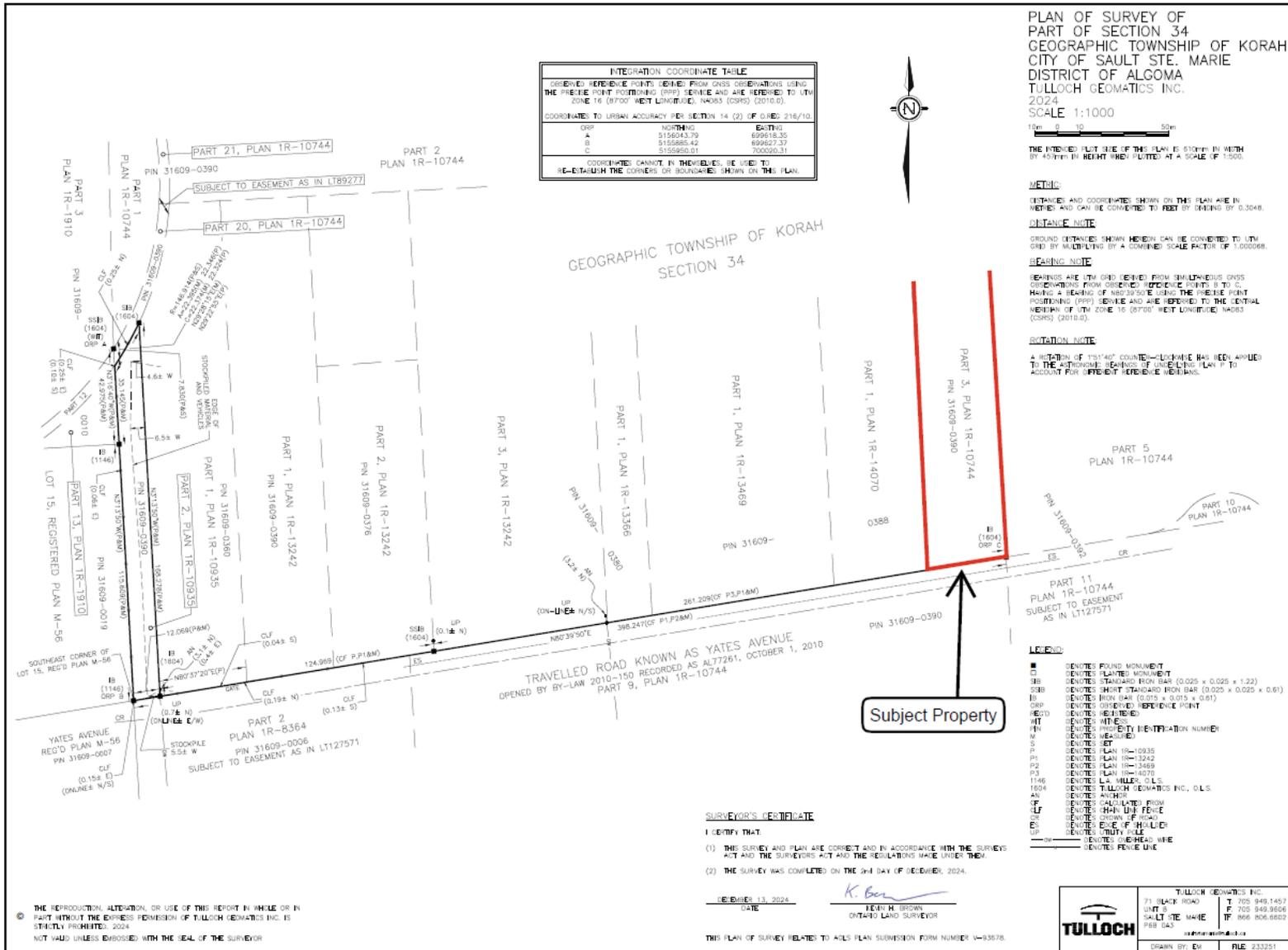
NOW THEREFORE the parties agree as follows:

1. The City grants to the Licencee the right to occupy the property of the City identified as PIN 31609-0390 (LT) (hereinafter the "City Property") as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the purpose of tree clearing and to complete the tree clearing activities on the City Property for the PUC Transmission Project.
2. This Licence is subject to the conditions set out in Schedule "B" attached.
3. In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.
4. This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED) **PUC (TRANSMISSION) LP BY ITS GENERAL**
) **PARTNER PUC (TRANSMISSION) GP INC.**
)
)
) _____
) **ROBERT BREWER, PRESIDENT**
)
) **I have authority to bind the Corporation.**
)
)
)
) **THE CORPORATION OF THE CITY OF**
) **SAULT STE. MARIE**
)
)
) _____
) **MAYOR MATTHEW SHOEMAKER**
)
)
) _____
) **CITY CLERK RACHEL TYCZINSKI**

SCHEDULE "A"



SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee and its respective officers, employees, agents, contractors, subcontractors and workers (the "PUC Transmission Authorized Representatives"), permission to occupy the City Property during the Term as defined herein, for the purposes of tree clearing the City Property
2. The Licencee acknowledges and agrees that for the Term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's. The Licencee shall be responsible to inspect the property and ensure that it is suitable to complete the tree clearing activities. The City does not provide any warranty or representation regarding the status of the City Property or its suitability for the tree clearing activities requested by the Licencee.

3. **Term**

The Term of this Licence shall commence on the 25th day of February, 2025 and shall be for a period of two (2) weeks, ending March 11, 2025. There shall be no renewal of this Licence.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

Robert Brewer, President
PUC (TRANSMISSION) LP by its General
Partner PUC (TRANSMISSION) GP INC.

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising directly or indirectly out of or connected with, the tree clearing activities on the City Property, including the use, presence, arrival and removal of any equipment, machinery, trees and personnel for the tree clearing activities on the City Property (the "Licencee's Activities") covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Activities not occurred on the City Property. For further clarity, the Licencee shall indemnify and save harmless the City from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever

arising, including those concerning any environmental liability, those arising under the *Occupiers Liability Act*, and those for compensation under the *Workplace Safety and Insurance Act, 1997* or any similar Act, made or brought against, suffered by, or imposed upon the City or its property, servants, agents or any other person, firm, or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the City or the Licencee) directly or indirectly arising out of, resulting from or sustained by the reason of the Licencee's occupancy or use of the City Property arising from this Licence, including ingress to or egress from the City Property pursuant to this Licence.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property through this Licence. The Licencee shall ensure that the City Property is cleared of any machinery, equipment and personnel at the end of the Term.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, the following insurance:

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000, within any policy year with respect to completed operations and a deductible of not more than \$25,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. The policy shall include but not limited to:

- a) Name The Corporation of the City of Sault Ste. Marie as an Additional Insured
- b) Cross-Liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Tenant's Legal Liability
- i) Work performed on Behalf of the Named Insured by Sub-Contractors
- j) The policy shall include 30 days' notice of cancellation

Such insurance shall be carried with insurers licenced to conduct business in Ontario. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date and prior to any occupation of the City Property.

8. The PUC acknowledges and agrees that the Licencee and the PUC Transmission Authorized Representatives shall be fully compliant and be an approved Contractor under the City's Contractor Prequalification Program prior to the Licencee and any PUC Transmission Authorized Representatives being permitted to enter the City Property

pursuant to this Licence. To that end, the Licencee shall ensure that any and all necessary paperwork is filed with the City and the City has provided written confirmation that the Licencee and any PUC Transmission Authorized Representatives are listed as an approved Contractor by the City before attending on the City Property.

9. If the City requires access to the City Property for any purpose the City is hereby permitted the access it so acquires and further, the City shall not be responsible for restoring the City Property to its condition prior to access by the City.
10. The Licencee shall be responsible for all costs and expenses related to the Licencee's Activities and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Licencee's Activities and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Licencee's Activities.
13. The Licencee shall be responsible to remove all of the trees cleared and any waste therefrom, and any equipment, supplies and machinery from the City Property at the end of the Term, and return the City Property to its original condition prior to the Licencee's Activities taking place on the City Property and in a condition satisfactory to the City all at the Licencee's sole cost, liability and expense. Provided that if the Licencee fails to comply with all matters as set out herein within ten (10) days from the end of the Term, the City may remove it and restore the City Property to its original condition at the expense and sole risk of the Licencee.
14. The City may terminate the Licence at any time during the Term at the City's sole discretion acting reasonably.
15. The parties acknowledge that nothing in this Licence sets up an employer-employee relationship between the City and the Licencee and/or the City and the PUC Authorized Representatives. The Licencee understands and concurs that the Licencee and the PUC Authorized Representatives will remain the employees and/or authorized representatives of the Licence who will remain responsible for those employees and/or authorized representatives and their health and safety, for paying their salary, wages, payment for the Licencee's Activities and all matters related to the PUC and the PUC Authorized Representatives.
16. This Licence and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Licence shall be treated in all respects as an Ontario contract.

17. The parties hereby acknowledge and agree that any future amendments to this Licence must be made in writing and signed by all parties.
18. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence, save as expressly set out or incorporated by reference herein.
19. This Licence may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
20. Sections 1 to 20 herein of Schedule B herein shall survive the termination of Term or earlier termination of this Licence.
21. The parties hereto agree that the signatures and/or initials on this Licence or its acceptance, rejection or modification can be transmitted by FAX or similar electronic transmission and that communication by such means will be legal and binding on all parties as if this document was executed and delivered in the original.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-34

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 22 MacDonald Avenue (Bellex Corporation c/o Joe Ruscio).

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. **22 MACDONALD AVENUE; LOCATED ON THE NORTHWEST CORNER OF MACDONALD AND GLADSTONE AVENUES; CHANGE FROM R5.S391 TO R5.S391 AMENDED SPECIAL EXCEPTION**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 27 of Schedule “A” to By-law 2005-150, is changed from R5.S391 (High Density Residential) zone with a “Special Exception” to R5.S391 (High Density Residential) zone with an amended “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2(391) of By-law 2005-151 is amended by repealing section 2(391) and adding the following subsection 2(391) and heading as follows:

“2(391) 22 MacDonald Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northwest corner of MacDonald and Gladstone Avenues and having civic no. 22 MacDonald Avenue and outlined and marked “Subject Property” on the map attached as Schedule 391 hereto is changed from R5.S391 (High Density Residential) zone with a “Special Exception” to R5.S391 (High Density Residential) zone with an amended “Special Exception”, to permit, in addition to those uses permitted in a R5 zone:

- a) Permit parking to encroach within 8 metres of a required front yard (Gladstone Avenue).
- b) Permit parking to encroach within 2 metres of a required exterior side yard (MacDonald Avenue).
- c) Permit a 60 square metre accessory building to be located within 5 metres from the front lot line, and further,
- d) Limit the number of residential dwelling units to 230.

- e) Limit building heights to 9 storeys.
- f) Waive the requirement that at least 50% of the required front and exterior side yards be landscaped.”

3. **SCHEDULE “A”**

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

4. **CERTIFICATE OF CONFORMITY**

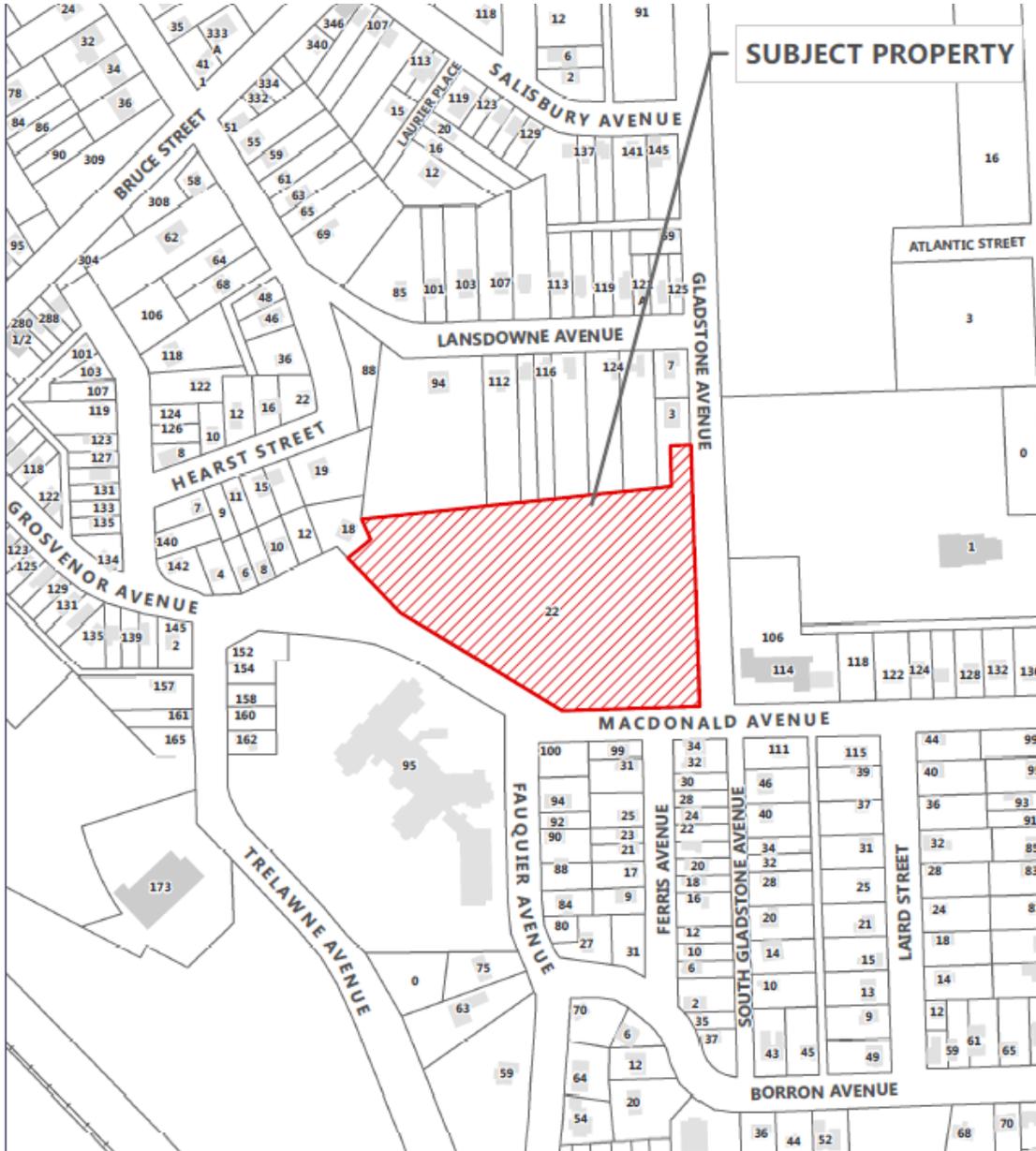
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 24th day of February, 2025.

ACTING MAYOR – COREY GARDI

CITY CLERK – RACHEL TYCZINSKI

**SCHEDULE "A" TO BY-LAW 2025-34 AND
SCHEDULE 391 TO BY-LAW 2005-151**



Application A-1-25-Z: 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 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<p>Legal Department Reference Schedule "A"</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Parcel Fabric</p>	<p>Civic Address: 22 Macdonald Ave Roll No.: 020032069000000 Map No.: 27 Date Created: February 3, 2025</p>
	<p>0 30 60 m 1:3,000 This map is for general reference only. N</p>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-35

DEVELOPMENT CONTROL: A by-law to designate the lands located at 22 MacDonald Avenue an area of site plan control (Bellex Corporation c/o Joe Ruscio).

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**

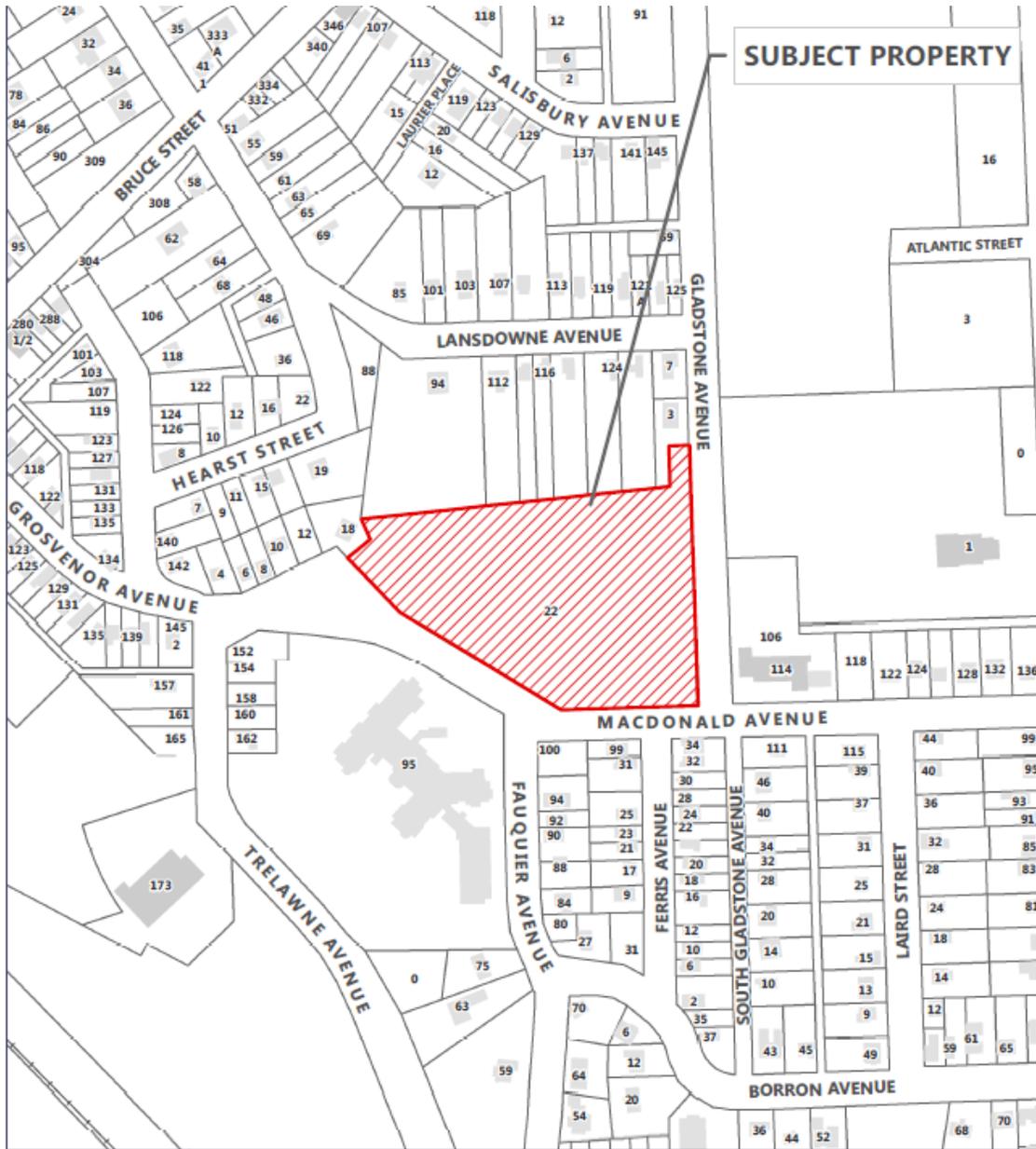
This by-law takes effect from the date of its final passing.

PASSED in open Council this 24th day of February, 2025.

ACTING MAYOR – COREY GARDI

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2025-35



Application A-1-25-Z: 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 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca</p>	<p>Legal Department Reference Schedule "A"</p> <p><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Parcel Fabric</p>	<p>Civic Address: 22 MacDonald Ave Roll No.: 020032069000000 Map No.: 27 Date Created: February 3, 2025</p>
	<p>0 30 60 m 1:3,000 This map is for general reference only. N</p>	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-36

APPOINTMENTS TO LOCAL BOARDS: A by-law to amend By-law 2025-21 (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. **BY-LAW 2025-21 AMENDED**

Insert "Vanessa Ferlaino"

for the period of February 24, 2025 to December 31, 2025.

2. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

tm\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-36 Municipal Heritage Committee.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-37

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Tourism Sault Ste. Marie for funding towards the construction and installation of a recreational bridge in Wishart Park.

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 24, 2025, between the City Tourism Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding towards the construction and installation of a recreational bridge in Wishart Park.

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 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

City Funding Agreement

THE AGREEMENT is effective as of the February 24, 2025

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

-and-

TOURISM SAULT STE MARIE

(hereinafter referred to as the "Recipient")

WHEREAS the City Council has passed a resolution to contribute funding to the above noted recipient on a claims basis;

AND WHEREAS the parties have mutually agreed to the covenant and funding as set out in this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1.0 Term

The Agreement will commence on the Effective Date and will expire twelve (12) months after:

- i) The completion of the project on December 31, 2025; or
- ii) Upon the date on which all amounts due to the Recipient by the City under this Agreement, have been paid in full.

Whichever is later, unless terminated by the City pursuant to the terms contained herein.

Upon the expiry of the Agreement, the Recipient shall follow the provisions of Section 3.5 of this Agreement.

2.0 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 Annex "A" and that the City retains the right to assess the Recipient's use of Funds at any time; and
- ii. 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, other grants, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term.

3.0 Funds Provided

- i. Subject to the terms and conditions of the Agreement, the City shall provide Funds to the Recipient in respect to the Project in the amount not exceeding \$250,000

The Recipient acknowledges that:

- i. 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 City Council approved special grant programs.
- ii. Any and all amounts owing to the City must be paid in full before the Funds will be released.

3.1 Use of Funds

The Recipient shall use the Funds solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annex B and shall carry out the Project in a diligent and professional manner.

3.2 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement or upon termination of the Agreement by the City, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.3 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 installments; or
- ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

3.4 Accounting Records

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.

The recipient shall maintain all financial records relating to the project for at least seven (7) years after the end of the agreement.

3.5 Reports

The Recipient shall:

- i. Submit to the City all reports and documents in accordance with the timelines and content requirements set out in the Reports Annex C.
- ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
- iii. Present to Staff a final report following the completion of the project on a date specified by the City 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.

4.0 Total Government and Other Sources of Funding

- i)The Recipient hereby confirms that for the purpose of this Project, the following additional sources of government funding including without limitation, federal, provincial, municipal, or local government assistance has been approved or received:

City of Sault Ste. Marie	\$250,000
NOHFC	\$500,000
Infrastructure Canda	\$200,000
Applicant	\$100,000
TOTAL	\$1.05 M

5.0 Procurement

5.1 The Recipient shall be responsible and accountable for the procurement of goods, services or Assets related to the Project in accordance with a written policy.

5.2 The Recipient shall favour a competitive process for the procurement of goods, Assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid

situations where there may be a bias toward awarding a contract for goods, services or Assets for the Project to a specific person or entity.

5.3 The Recipient shall maintain procurement files containing all relevant procurement documentation including, without being limited to, purchase requisitions, tender documents or records of telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation. Such procurement files will be maintained for at least seven (7) years after the end of the agreement.

5.4 Eligible Expenses must be invoiced directly to the recipient. Expenses which are invoiced to any party that is not the recipient will not be eligible for reimbursement.

6.0 Claims and Payments

Subject to the terms and conditions of the Agreement, the City shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the maximum funds. The City will accept two claims for this project; one during the interim of the project, and a final claim at the completion of the project.

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. To initiate reimbursement of Eligible and Supported Costs, the Recipient shall submit:

- i. Copies of vendor invoices, proof of payment, spreadsheet detailing applicable HST rebates, and copies of government funding claims, including but not limited to FedNor or NOHFC.
- ii. A certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement.
- iii. A completed electronic funds transfer information form which will enable the City to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- iv. Any other documentation in support of the claim as may be required by the City.

6.1.1. The City shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which the Recipient shall immediately take action to address and rectify.

6.1.2. Subject to the maximum Contribution amounts set forth in subsection 3.0 and all other conditions in this Agreement, the City shall pay to the Recipient the City's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the City's payment practices.

6.1.3. The City may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

6.1.4. The City may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the City.

6.2 Final Claim Procedures

In addition to the requirements set out in subsection 6.1, with respect to the Recipients' final claim for any Eligible and Supported Costs, the Recipient shall submit to the City in scope and detail:

- i. A final statement of total Project costs;
- ii. A statement of the total funding provided from all sources for the Project, including total government funding received;
- iii. A final Activity Report on the Project;
- iv. A final Results Report on the outcomes and impacts of the Project for evaluation purposes; and
- v. A certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported costs incurred and Paid submitted for payment.

The Recipient shall submit the final claim for Eligible and Supported Costs no later than six (6) months after the completion date or early termination date of the project. The City shall have no obligation to pay any claims submitted after that date.

7.0 Recognition

Recognition, if applicable, shall be in the following means:

The City logo is to be included in project reports and appropriate marketing products. (If applicable)

8.0 Indemnity and Limitation of Liability

8.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, or leased space, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between the City and the Recipient. This Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability of behalf of the City, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the City, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

8.2 The Recipient shall at all times indemnify and save harmless the City, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- A) the Project, its operation, conduction or any other aspect thereof;
- B) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- C) any omission or other willful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such a claim and demands, losses, costs, damages, actions, suits, or other proceedings relate to the willful act or omission of an official, employee, or agent of the City in the performance of its duties.

8.3 The City shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

The City, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

9.0 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 may result in the 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 and 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. Each of the following events shall constitute an **“Event of Default”**:

- i) If in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with the City;
- ii) If in the opinion of the City, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of Agreement:

1. Carry out the Project
 2. Complete the project by the expiry date February 17, 2026
 3. Use or spend Funds; and/or
 4. Provide Reports
- iii) The nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the City provides the Funds;
 - iv) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - v) If any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
 - vi) The Recipient ceases to operate; or
 - vii) A Conflict of interest that cannot be resolved to the City's satisfaction, acting reasonable.

9.1 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- i) Initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- ii) Suspend the payment of Funds for such period as the City determines appropriate;
- iii) Reduce the amount of the Funds;
- iv) Cancel all further payment of Funds;
- v) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by the City shall immediately become due and payable;
- vi) Demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- vii) Terminate the Agreement, effective immediately, upon giving written Notice to the Recipient; and/or
- viii) Exercise any other rights or remedies available to the City under this Agreement or applicable law.

10.0 Termination

The City may, at its sole discretion at any time and for any reason, 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.

In the event that the City elects to terminate the Agreement as a result of an Event of Default on the part of the Recipient, as set out in Section 9.0 above, the sole determination of which shall be made by the City in its sole discretion, the remedies, terms and conditions set out in Section 9.0 and Section 9.1 herein shall apply.

11.0 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 of SSM:

Deputy CAO, Community Development & Enterprise Services
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:
Tourism Sault Ste. Marie
Richard Walker

12.0 General Provisions

12.1 General Expenses Incurred

Any charges or expenses incurred by either party in preparation for or as a result of this Agreement or the parties' meetings and communications or any work done hereunder are to the sole account of the party incurring same unless otherwise agreed in writing.

12.2 Applicable Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

12.3 Assignment

The Recipient shall not assign or transfer this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

12.4 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this **Agreement**, save as expressly set out or incorporated by reference

herein. This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

12.5 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

13.0 Execution of Agreement

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

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

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

We have authority to bind the Corporation

TOURISM SAULT STE. MARIE

RICHARD WALKER
TITLE:

I have authority to bind the Corporation.

ANNEX "A" PROJECT DESCRIPTION

1. PROJECT DESCRIPTION

A) Project Dates:

- a. Commencement Date –February 24, 2025
- b. Completion Date – December 31, 2025

ANNEX "B" PROJECT COSTS AND FINANCING

RECIPIENT'S NAME: Tourism Sault Ste. Marie

ALLOCATION: \$250,000

The Recipient acknowledges this is a claims basis payment for Eligible Projects with Eligible Costs

ELIGIBLE GRANT EXPENDITURES

- Fabrication and installation of recreational bridge crossing in Wishart Park

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

** Upon request, the Recipient will provide copies of invoices for other cost categories to monitor overall Project spending and the City's share of eligible and total costs.

ANNEX “C” REPORTING

The following documents shall be filed with the Finance Department of the City:

1. Claims for Eligible and Supported costs incurred in accordance with 6.1
2. Final claims procedures in accordance with 6.2

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-38

APPOINTMENTS TO LOCAL BOARDS: A by-law to appoint members to Local Board Fence Viewers Committee in the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **APPOINTMENTS TO THE FENCE VIEWERS COMMITTEE**

- (a) The following persons are hereby appointed as fence-viewers for the City of Sault Ste. Marie pursuant to the *Line Fences Act*, R.S.O. 1990, c. L.17 and amendments thereto from February 24, 2025 to December 31, 2025.

Katie Blunt
Elizabeth Filice
Alexander White

(b) **PER DIEM RATE**

Each fence-viewer shall be paid the sum of \$50.00 for each day's work done under the *Line Fences Act*.

2. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-39

AMENDING AGREEMENT: A by-law to amend Schedule “A” of By-law 2024-126 (being a by-law to authorize the execution of a Funding Agreement with the Minister of Infrastructure and Communities to accept funds that have been allocated to Sault Ste. Marie and proceed with Hub Trail upgrades).

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

1. **SCHEDULE “A” OF BY-LAW 2024-126 AMENDED**

Schedule “A” of By-law 2024-126 is hereby amended as follows:

a) Section 1.1 Definition of “Agreement End Date” is deleted and replaced with:

“**Agreement End Date**” means March 31, 2027.”

b) Section 1.1 Definition of “Final Claim Date” is deleted and replaced with:

“**Final Claim Date**” means February 28, 2027.”

c) Section 1.1 Definition of “Project Completion Date” is deleted and replaced with:

“**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 January 31, 2027.”

d) Section 9.3 a) is deleted and replaced with:

“a) The Recipient will submit a final claim to Canada by February 28, 2027 covering the Recipient’s Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:”

e) Schedule B.3 Claim Frequency Table is amended by deleting the Frequency Date for the Final Claim and replacing it with:

“February 28, 2027”

f) Schedule C.3: Final Report c) is deleted and replaced with:

“The Recipient will submit a Final Report to Canada for approval no later than February 28, 2027.”

g) Schedule B.2: PROJECT BUDGET is deleted and replaced with a new Schedule B.2: PROJECT BUDGET in the form attached as Schedule “A” hereto.

2. **SCHEDULE “A”**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE B.2: PROJECT BUDGET**Table 1:**

Project Budget	Amount
Total Project Cost	\$ 1,403,000
Total Eligible Cost	\$ 1,403,000

Table 2:

Total HICC Contribution	Annual Breakdown		Total
	2024-25	2025-26	
HICC Contribution	\$690,000	\$151,800	\$841,800

Table 3: Other Sources of Funding

Source	Amount
The Corporation of the City of Sault Ste. Marie	\$561,200
Total Other Sources of Funding	\$561,200

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2025-28

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of Gladwyn Road in the Giuliani Subdivision, Plan H475 (Nancy Pinelli, Mandy Lemieux, Sergio Iacoe, and Frank Spina).

WHEREAS the street more particularly described as Gladwyn Road described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY'S; SAULT STE. MARIE, Giuliani Subdivision, Plan H475 was established as a public street and assumed for public use by By-law 2025-27.

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street more particularly described Gladwyn Road described as PIN 31555-0020 (LT) GLADWYN RD PL H475 ST. MARY'S; SAULT STE. MARIE, in the Giuliani Subdivision, Plan H475, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

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

READ the **FIRST** and **SECOND** time in open Council this 24th day of February, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2025-28 IT IS FOR INFORMATION PURPOSES ONLY.

