



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

Monday, September 22, 2025

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing 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

22 - 35

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of September 2, 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 C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the Agenda for September 22, 2025 City Council Meeting as presented be approved.

6.	Presentations	
6.1	Wind Farm Project	36 - 55
	Will Colucci, Project Lead; Toby Shepherd, Community Engagement Manager; EDF power solutions (EDF)	
	Jim Tait, Senior Director, Energy; Batchewana First Nation	
6.2	PUC – Solar Projects	56 - 64
	Andy McPhee, Chair; and Rob Brewer, President and CEO	
7.	Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	
	Mover Councillor M. Scott	
	Seconder Councillor L. Dufour	
	Resolved that all the items listed under date September 22, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.	
7.1	2026 Budget – Mayoral Direction	65 - 65
7.2	2025 City of Sault Ste Marie Credit Rating	66 - 73
	A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.	
	Mover Councillor C. Gardi	
	Seconder Councillor L. Dufour	
	Resolved that the report of the Chief Financial Officer/Treasurer dated September 22, 2025 concerning the 2025 City of Sault Ste Marie Credit Rating be received as information.	
7.3	Election 2026 – Budget Update	74 - 75
	A report of the City Clerk is attached for the consideration of Council.	
	Mover Councillor M. Scott	
	Seconder Councillor L. Vezeau-Allen	
	Resolved that the report of the City Clerk dated September 22, 2026 concerning Election 2026 – Budget Update be received and that \$46,000 be reallocated from the IT Equipment Reserve (2024 Capital Budget) to the Election Reserve.	
7.4	Transit On-Demand Amendment and Extension – Via Mobility, LLC	76 - 77
	A report of the Director of Community Services is attached for the information of Council.	

The relevant By-Law 2025-137 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 Tourism Development Fund Applications – September 2025 78 - 83

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated September 22, 2025 concerning Tourism Development Fund Applications – September 2025 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$22,000 as detailed below:

- Henderson Metal Fall Classic – \$10,000
- Northeastern Ontario Regional Swim Meet – \$2,000
- Conference Bid #2025-001 – \$10,000

be approved.

7.6 Designated Heritage Property Grant 1048 Queen Street East 84 - 85

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

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Recreation and Culture dated September 22, 2025 concerning Designated Heritage Property Grant 1048 Queen Street East (Eastbourne) for a grant in the amount of \$1,452 to support the restoration and painting of the porch at 1048 Queen Street East be approved.

7.7 Pedestrian Crossovers 86 - 93

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Manager of Design and Transportation Engineering dated September 22, 2025 concerning Pedestrian Crossovers be received and that staff perform PXO compliance studies to develop a list of priority locations that may be enhanced through the additional flashing beacons installed on the overhead sign.

7.8 Hope's Cradle 94 - 113

A report of the City Solicitor is attached for the information of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor dated September 22, 2025 concerning Hope's Cradle be received as information.

7.9 Civic Centre Parking Lot 114 - 115

A report of the City Solicitor is attached for the information of Council.

The relevant By-law 2025-128 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 Seniors Drop-In Centre – Second Extension Agreement 116 - 117

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

The relevant By-law 2025-140 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.11 Lane Assumption, Closing and Conveyance – Lyons A Subdivision 118 - 120

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

The relevant By-laws 2025-141 and 2025-142 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.12 Housing Community Improvement Plan Update No. 1 121 - 125

A report of the Administrative Clerk – Housing Support is attached for the information of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Administrative Clerk – Housing Support dated September 22, 2025 concerning Housing Community Improvement Plan Incentive Programs Update be received as information.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.1.1 Former Sault Area Hospital Update 126 - 128

A report of the Chief Administrative Officer is attached for the consideration of Council.

The relevant By-law 2025-144 is listed under item 12 of the Agenda and will

be read with all by-laws under that item.

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.3.1 Municipal Support Resolution – Proposed Wind Farm Project

129 - 133

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

The relevant By-Law 2025-135 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Business Attraction dated September 22, 2025 concerning the proposed wind farm project be received and that Council approve the municipal support resolution as outlined below:

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): To Be Determined by the IESO
- Legal name of the Proponent: Canuck Wind Project Inc.
- Name of the Long-Term Energy Project: Canuck Wind Project
- Technology of the Long-Term Energy Project: Wind
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 200 MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 313500102, 313500106, 313500107, 313500108, 313500111, 313500115, 313500118, 313500120, 315080022, 315990016, 315990025, 315990070, 316000023, 316000048, 316000049, 316010152, 316180057, 316180059, 316180061, 316180090, 316180106, 316180205, 316000005, 316000006, 316180043,

316180077, 316180601, 315990026, 316000011, 316000012, 316000013, 316000051, 316180073, 316180111, 313500003, 313500109, 313500001, 313500002, 313500110, 313500117, 315990017, 315990029, 316000015. Note: These are the PINs that represent the buildable area for this project. As the project continues to progress, some of these PINs could adjust, for example as a result of environmental studies. EDF has tried to be inclusive of all areas that could host equipment. EDF will communicate any changes to the City of Sault Ste. Marie as soon as possible.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation, which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

8.3.2 Municipal Support Resolution – Proposed Solar Project

134 - 143

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Business Attraction dated September 22, 2025 concerning the proposed solar projects be received and that Council approve the following municipal support resolutions as outlined below:

Project 1: Sault Ste. Marie West End Solar Project I Leigh's Bay

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I Leighs Bay
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 35.2MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 1643 Third Line West, Sault Ste. Marie, ON P6A 5K8; 1513 Third Line West, Sault Ste. Marie, ON P6C 3B5; 1169 Leigh's Bay Road, Sault Ste. Marie, ON P6A 5K8.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory

requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.

3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Project 2: Sault Ste. Marie West End Solar Project I Carpin Beach

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I Carpin Beach
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV)

Generation

- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 17.6MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 846 Carpin Beach Road, Sault Ste. Marie, ON, P6A 5K8

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 1. The Municipal Project Lands are not designated as Specialty Crop Areas;
 2. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 3. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 4. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Mover Councillor C. Gardi

Secondar Councillor L. Dufour

Project 3: Sault Ste. Marie West End Solar Project I Leigh's Bay and Carpin Beach Combined

Whereas the Proponent is proposing to construct and operate a Long-Term

Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals (“LT2(e-1) RFP”) issued by the Independent Electricity System Operator (“IESO”); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 50MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 1643 Third Line West, Sault Ste. Marie, ON P6A 5K8; 1513 Third Line West, Sault Ste. Marie, ON P6C 3B5; 1169 Leigh's Bay Road, Sault Ste. Marie, ON P6A 5K8; 846 Carpin Beach Road, Sault Ste. Marie, ON, P6A 5K8.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.

5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Project 4: Sault Ste. Marie West End Solar Project II Airport

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341430 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project II Airport
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 200MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands:
 - PT SEC 3 PARKE AS IN T155779 EXCEPT PT 9 1R2116; SAULT STE. MARIE;
 - Subdivided portion of PCL 3937 SEC AWS; PT SEC 11 PARKE

AS IN LT 36088 EXCEPT LT49740; SAULT STE. MARIE, being PART OF PIN 31615-0058;

- PT SEC 3 PARKE AS INT155779 EXCEPT 9 1R2116; SAULT STE. MARIE;
- PT SEC 3 PARKE AS IN T142510 EXCEPT PT 11 1E2116; SAULT STE. MARIE;
- PT SEC 11 PARKE AS IN T153674 EXCEPT PT 5 1R2116; SAULT STE. MARIE.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

8.5	Fire Services	
8.6	Legal	
8.7	Planning	
8.7.1	A-7-25-Z – Repeal and Replacement of Schedule A to By-law 2025-127	148 - 150
	A report of the Junior Planner is attached for the consideration of Council. The relevant By-law 2025-143 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
8.8	Boards and Committees	
8.8.1	PUC Shareholder	
	Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and Further Be It Resolved that City Council appoints Mayor Matthew Shoemaker as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.	
8.8.1.1	PUC Inc. Board of Directors Appointment	
	Be It Resolved That the following individual(s) are recommended for election: • Danielle Baker is recommended for election to commence a 3-year term on the Board.	
8.8.1.2	PUC Services Inc. Board of Directors Appointment	
	Be It Resolved That the following individual(s) are recommended for election: • Danielle Baker is recommended for election to commence a 3-year term on the Board.	
8.8.1.3	<i>Shareholder Resolutions – IESO LT2 Partnerships – 1001341379 Ontario Inc. and 1001341430 Ontario Inc.</i>	
	1001341379 Ontario Inc. Whereas the City of Sault Ste. Marie, as the Shareholder of PUC Inc., has established a Shareholder Declaration that requires PUC Inc. to seek and receive shareholder approval for equity investments and capital expenditures in excess of established thresholds; and Whereas the City of Sault Ste. Marie requires additional generation capacity in	

the west end to support community growth and economic development;

Now Therefore Be It Resolved that the City Council of Sault Ste. Marie hereby approves PUC Inc. purchasing, at a minimum, ten percent (10%) of the common shares of 1001341379 Ontario Inc., established for the purpose of submitting solar generation projects into the IESO Long-Term 2 (LT2) procurement process.

1001341430 Ontario Inc.

Whereas the City of Sault Ste. Marie, as the Shareholder of PUC Inc., has established a Shareholder Declaration that requires PUC Inc. to seek and receive shareholder approval for equity investments and capital expenditures in excess of established thresholds; and

Whereas the City of Sault Ste. Marie requires additional generation capacity in the west end to support community growth and economic development;

Now Therefore Be It Resolved that the City Council of Sault Ste. Marie hereby approves PUC Inc. purchasing, at a minimum, ten percent (10%) of the common shares of 1001341430 Ontario Inc., established for the purpose of submitting solar generation projects into the IESO Long-Term 2 (LT2) procurement process.

8.8.2 Board and Committee Appointments

The Board and Committee Nominating Task Force met on September 15, 2025 to review applications to various boards and committees.

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that all the items listed under date September 22, 2025 – Agenda item 8.8.2 – Board and Committee Appointments be approved as recommended.

8.8.2.1 Cultural Vitality Committee

Up to three vacancies

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that community members Anne Arnott, Eunbyeol Cho, and Dawn Lalonde be appointed to the Cultural Vitality Committee from September 22, 2025 to December 31, 2026.

8.8.2.2 Downtown Development Committee

Three vacancies representing downtown businesses

Up to nine vacancies for community members with a demonstrated interest in the downtown core

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that Councillor _____ and community members Isabella Buratti, Dennis Houle, Jamie MacDonald, Donatello Marini, Jason Naccarato, Marie-Lyne O'Brien, Andre Riopel, and Sophia Stone be appointed to the Downtown Development Committee from September 22, 2025 to December 31, 2026.

8.8.2.3 Environmental Sustainability Committee

One vacancy

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that Trishala Parmar be appointed to the Environmental Sustainability Committee from September 22, 2025 to December 31, 2026.

8.8.2.4 Property Standards Committee

No fewer than three committee members

The Nominating Task Force is recommending that the current Committee of Adjustment members be appointed to the Property Standards Committee on an interim basis.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that Frank Bruni, Joseph Greco, Wayne Greco, Melinda McGregor, and Anthony Rossi be appointed to the Property Standards Committee from September 22, 2025 to December 31, 2025.

And that the Legal Department be requested to prepare a by-law for a future meeting.

8.8.2.5 Sault Ste. Marie Economic Development Committee

Two vacancies appointed by City Council

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that Donatello Marini and Amanda Stitt be appointed to the Sault Ste. Marie Economic Development Corporation Board from September 22, 2025 to December 31, 2026.

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

9.1 Kindness Week

Mover Councillor L. Vezeau-Allen

Seconder Councillor C. Gardi

Whereas the Government of Canada declared Kindness Week as the third week of February; and

Whereas the federal Kindness Week Act was enacted in 2021; and

Whereas the Act states that kindness encourages values such as empathy, respect, gratitude and compassion; and

Whereas the 2023 End-of-the-Year Message from Governor General Mary Simon implored Canadians to “Let us rekindle our connections to one another and face challenges, change and progress with a renewed sense of unity...and commitment to make the country a better – and kinder – place”; and

Whereas Kindness Week is celebrated in other Canadian communities; and

Whereas by taking part in Kindness Week, community members are helping make a positive impact in our City

Now Therefore Be It Resolved that the City of Sault Ste. Marie officially declares the third week of February as Kindness Week and promotes Kindness activities throughout the community.

9.2 Snowdon Park Pickleball Courts

Mover Councillor S. Hollingsworth

Seconder Councillor S. Spina

Whereas pickleball is one of the fastest growing sports in Sault Ste. Marie, with participation numbers increasing each year with approximately 200 registered members of the Soo Pickleball Association in 2021, doubling to 416 in 2022, with much of this growth likely attributable to the City’s decision to construct Elliot Park; and

Whereas participation has continued to increase each year, with 2025 figures showing 925 players registered through a court-booking app, not including the many additional residents who play but are not formally registered; and

Whereas demand for courts is outpacing supply, creating long wait times at outdoor facilities and capacity issues indoors; and

Whereas it is the responsibility of a municipality to offer free, affordable space for physical activity for all residents; and

Whereas preventative repairs are less costly than full reconstruction if “non-essential” services such as the Snowdon Park courts are maintained and invested in; and

Whereas the Snowdon Park tennis and pickleball courts serve as a true community hub, used daily by constituents of all ages from across the City; and

Whereas outdoor recreation facilities such as tennis and pickleball courts are an important part of community health, wellness, and active living, aligning with the objectives outlined in the City's Parks and Recreation Master Plan; and

Whereas investment in safe and modern recreation facilities also brings broader economic and social benefits, including opportunities to host tournaments, attract visitors, promote active living for seniors, support youth engagement, and reduce long-term health care costs through preventative wellness; and

Whereas access to safe and properly designed courts will help meet the growing demand for pickleball while maintaining tennis opportunities, ensuring that residents of all ages have access to inclusive and sustainable recreation options;

Whereas constituents have expressed a willingness to work with the City and are prepared to assist through fundraising or individual donations if project costs exceed any budgeted amount. Once the project is complete they will discuss with City staff the Adopt-a-Park program to support ongoing costs related to the facility;

Now Therefore Be It Resolved that City Council request that staff include the cost to upgrade Snowdon Park, including the courts and resurfacing in the 2026 preliminary budget.

9.3 Review of Recreation Fees for Non-Residents

Mover Councillor S. Kinach

Seconder Councillor M. Bruni

Whereas the City of Sault Ste. Marie, under the authority of the *Municipal Act, 2001, S.O. 2001, c. 25*, may impose fees and charges for services and the use of municipal facilities; and

Whereas the City of Sault Ste. Marie and its residents invest significant municipal tax dollars in the operation, maintenance, and improvement of recreation facilities and programs for the benefit of its residents; and

Whereas surrounding municipalities and unorganized areas have access to City-operated recreational facilities and services, though they do not directly contribute through municipal property taxation to the cost of their operation;

Now Therefore Be It Resolved that staff be requested to report back to Council as part of the 2026 budget process with a plan to either increase non-resident recreation fees or establish community-to-community agreements with surrounding townships.

9.4 Allotting MAT Tax to Activate Downtown Plaza

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Whereas the Municipal Accommodation Tax (MAT) is a tax charged at a rate of 6% to guests staying in short-term accommodations within Sault Ste. Marie to ensure that visitors help fund local tourism; and

Whereas revenues are mandated to be reinvested into marketing and product development that benefit both residents and tourists, contributing to Sault Ste. Marie's economic and cultural growth; and

Whereas a portion of the MAT fund remains within the City Tourism Division to support tourism related product development initiatives and operations; and

Whereas the Downtown Plaza is a piece of local infrastructure that can and should host local events and experiences promoting tourism; and

Whereas the current budget for events at the Downtown Plaza is very limited;

Now Therefore Be It Resolved that staff be requested to report back to Council with a detailed budget to provide adequate funding from MAT to properly activate the Downtown Plaza during all four seasons.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 12 of the Agenda under date September 22, 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 2025-128 (Parking Civic Centre) Amend By-law 90-245 151 - 155

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2025-128 being a by-law to amend By-law 90-245 (being a by-law regulating Parking for the Civic Centre) be passed in open Council this 22nd day of September, 2025.

12.1.2 By-law 2025-135 (Agreement) EDF Power Solutions Development Inc. (Corey Basil) Proposed Wind Farm 156 - 160

A report from the Manager of Business Attraction is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2025-135 being a by-law to authorize the execution of the Agreement between the City and EDF Power Solutions Development Inc. (Cory Basil) for a proposed wind farm in the form of an executed Municipal Support Resolution be passed in open Council this 22nd day of September, 2025.

12.1.3 By-law 2025-137 (Agreement) Via Mobility On Demand Transit Technology Amendment 161 - 163

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-Law 2025-137 being a by-law to authorize the execution of the Amending Agreement between the City and Via Mobility, LLC for the On-Demand Transit Technology System be passed in open Council this 22nd day of September, 2025.

12.1.4 By-law 2025-139 (Zoning by-Law 2005-150) Parking Amendments to Zoning By-law 2005-150 164 - 180

Council report was passed by Council resolution on September 2, 2025.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-Law 2025-139 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 for the purpose of revising and updating City-wide parking regulations be passed in open Council this 22nd day of September, 2025.

12.1.5 By-law 2025-140 (Agreement) Sault Ste. Marie Housing Corporation Seniors Drop in Centre Second Extension 619 and 615 Bay Street 181 - 183

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-Law 2025-140 being a by-law to authorize the execution of the Second Extension Agreement between the City and Sault Ste. Marie Housing Corporation for a lease of space for Seniors Drop In Centre located at 619 and 615 Bay Street be passed in open Council this 22nd day of September, 2025.

12.1.6 By-law 2025-141 (Street Assumption) Part Laneway Abutting 206 St. George's Avenue West 184 - 185

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2025-141 being a by-law to assume for public use and establish as a public street a portion of laneway described as PART PIN 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE, Lyons "A" Subdivision be passed in open Council this 22nd day of September, 2025.

12.1.7 By-law 2025-143 (Zoning) Fox Run Subdivision (Housekeeping Amendments Installment One) 186 - 188

A report from the Intermediate Planner is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2025-143 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 163 Memorial Avenue; 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 27, 30, 31, 34, 35, 38, 29, 42, 43, 46, 50, 54, 58, 79 Mulberry Street; and 159 Foxborough Trail (Fox Run Subdivision) be passed in open Council this 22nd day of September, 2025.

12.1.8 By-law 2025-144 (Property Sale) Agreement Purchase and Sale GIP former hospital property 189 - 223

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-Law 2025-144 being a by-law to amend Schedule "A" to By-law 2024-171 being a by-law to authorize the sale of surplus property being Civic 941 Queen Street East, legally described in PIN 31539-0151(LT); Civic 941 Queen Street East Water Lot, legally described in PIN 31539-0153(LT); and Civic 10 Lucy Terrace, legally described in PIN 31539-0148(LT) to Green Infrastructure Partners Inc. ("GIP") be passed in open Council this 22nd day of September, 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 2025-142 (Street Closing and Conveyance) Part Laneway Abutting 206 St. George's Avenue West (Gaspere and Colleen Muto) 224 - 226

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2025-142 being a by-law to stop up, close and authorize the conveyance of a portion of laneway in the Lyons "A" Subdivision, Plan 6061 (Gaspare and Colleen Muto) be passed in open Council this 22nd day of September, 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 C. Gardi

Seconder Councillor L. Dufour

Resolved that this Council move into closed session to discuss:

- one item concerning a disposition of land;
- one item subject to solicitor-client privilege;
- one item supplied in confidence to the municipality which, if disclosed, could reasonably be expected to prejudice significantly the competitive position of an organization; and
- one item concerning negotiations carried on or to be carried on by or on behalf of the municipality or local board

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 – s. 239.2 (c) a proposed or pending acquisition or disposition of land by the municipality or local board; (f) advice that is subject to solicitor-client privilege; (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board

15. Adjournment

Mover Councillor M. Scott

Seconder Councillor L. Dufour

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Tuesday, September 2, 2025

5:00 pm

Council Chambers and Video Conference

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

Absent: Councillor S. Hollingsworth

Officials: T. Vair, R. Tyczinski, S. Hamilton Beach, B. Lamming, T. Anderson, J. King, C. Rumiel, P. Tonazzo, D. Perri, N. Maione, S. Facey, F. Coccimiglio, M. Zuppa, T. Vecchio, K. Pulkkinen

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Minutes of the Regular Council Meeting of August 11, 2025 be approved.

Carried

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the Agenda for September 2, 2025 City Council Meeting as presented be approved.

Carried

6. Presentations

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that all the items listed under date September 2, 2025 – Agenda item 7 – Consent Agenda save and except Agenda item 7.3 be approved as recommended.

Carried

7.1 City Awards 2025

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Deputy City Clerk dated September 2, 2025 concerning City Awards 2025 be received and that:

1. The Community Development Award be awarded to Royal Canadian Legion Branch 25 and SalDan Construction Group;
2. The Community Recognition Award be awarded to Doug Bradford and Senior Singers Choir;
3. The Sports Hall of Fame be awarded to Carter Simpson, Trisha Westman, and Lawrence Foster; and
4. The Walk of Fame Award be awarded to Doug Hook (posthumously).

Carried

7.2 Capital Road Construction Program

The report of the Director of Engineering and the Manager of Finance was received by Council.

Moved by: Councillor M. Scott

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Engineering and Manager of Finance dated September 2, 2025 concerning Capital Road Construction Program be received as information.

Carried

7.4 Access to Land Program

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

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Junior Planner and the Assistant City Solicitor / Senior Litigation Counsel dated September 2, 2025 concerning the Access to Land Program be received and that Council:

1. Approve the Access to Land Program, and authorize staff to:
 - a. bring forth requests to Council to declare properties as surplus for the purposes of this program;
 - b. conduct further investigations into City-owned vacant properties;
 - c. assess current parkland and explore potential land acquisitions for inclusion in this program;
 - d. develop a Request for Proposal (RFP) template, evaluation matrix, and sales agreement for properties to be sold through this program, and issue RPFs accordingly; and
 - e. issue an RFP for a realtor to market the surplus properties to be sold under this program.
2. That Council declare the following City-owned properties as surplus to the City's needs and authorize the disposition of the said properties in accordance with the City's policy for the disposition of land, specifically:
 - a. PIN 31578-0239(LT) LT 14-18 PL 1850 ST. MARY'S; PT LT 13 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 PT 9 1R4122 & PT 1 1R4447; SAULT STE. MARIE, being 89 Hudson Street; and PIN 31578-0278(LT) PT LT 17 N/S PORTAGE, PT LT 18 N/S PORTAGE TOWN PLOT OF ST. MARY'S; LT 19-22 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883 BEING PT 1 1R11724; SAULT STE. MARIE, being 0 Hudson Street; and PIN 31578-0279(LT) PT LT 17 N/S PORTAGE AND PT LT 18 N/S PORTAGE ST PL

- TOWN PLOT OF ST. MARY'S; PT LT 1-4 PL 1850 ST. MARY'S; PT LANE PL 1850 ST. MARY'S CLOSED BY T192883; PT LT 10-13 PL 1850 ST. MARY'S PT 5-9 & 11-13 1R4566 EXCEPT PT 1 1R11724; SAULT STE. MARIE; being also 0 Hudson Street, specifically the three parcels outlined on Appendix A (Page 2) of this report;
- b. PIN 31494-0098(LT) LT 15-17 PL 525 RANKIN LOCATION; S/T Q530; SAULT STE. MARIE, being 84-94 Park Street, specifically the three parcels outlined on Appendix A (Page 4) of this report; and
- c. PIN 31504-0364(LT) WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE, being 72 Corey Avenue, specifically the parcel outlined on Appendix A (Page 6) of this report.
3. That a Deeming By-law be passed to have lots 84-94 Park Street removed from Subdivision Plan PL525 and become one lot pursuant to the *Planning Act*.
4. Further that Council authorize staff to spend up to \$200,000 of Housing Accelerator Fund funding for the necessary expenses for the properties designated for Rounds 1 and 2 of the program.

The relevant By-laws 2025-129, 2025-130, 2025-131, 2025-132, 2025-133, and 2025-134 are listed under Item 12 of the Agenda and will be read with all by-laws under that item.

Carried

7.3 Tourism Sault Ste. Marie Waterfront Design Funding Agreement

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

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated September 2, 2025 concerning Tourism Sault Ste. Marie Waterfront Design Funding Agreement be received and that Council approve \$190,000 from the Miscellaneous Construction Reserve be used for the detail design of the Civic Centre section of the waterfront walkway.

The relevant By-law 2025-136 is listed under item 12 of the agenda will be read with all by-laws under that item.

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

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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	2	0	1
				Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-8-25-Z – Parking Amendments

The report of the Junior Planner was received by Council.

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Vezeau-Allen

Resolved that the report of the Junior Planner dated September 2, 2025 concerning application A-8-25-Z Parking Amendments be received and that Council approve the amendments listed in Appendix A; and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

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

Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	10	0	0	1
Carried				

8.8 Boards and Committees

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

9.1 National Emergency Management / Forest Firefighting Service

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Whereas the frequency and severity of wildfires across Canada have intensified, placing immense strain on the existing provincial and territorial firefighting resources, as highlighted by recent emergency declarations and the sustained national preparedness level of 5; and

Whereas there is a growing national consensus, as outlined in recent public discourse and by federal officials, that Canada's current emergency management system is increasingly outpaced by climate-related disasters, and that a new, proactive national strategy is required to ensure the safety and security of Canadians; and

Whereas proposed solutions from experts and government ministers include the establishment of a federal emergency management agency or a new national firefighting service with a shared pool of resources, capable of rapid, pre-emptive deployment to any region of the country; and

Whereas Sault Ste. Marie is strategically and logically positioned to serve as the headquarters or a major operational hub for such a national agency due to its unique combination of geographical, logistical, and historical assets; and

Whereas the City's location as a central transportation nexus with a major airport and critical road and rail connections provides an ideal base for the rapid deployment of personnel, aircraft, and equipment to high-risk areas across the country; and

Whereas Sault Ste. Marie already possesses a robust foundation of expertise and infrastructure in forestry and fire science, including the Sault Ste. Marie Fire Service, Sault College's Fire Science and Fire Protection courses, the federal Great Lakes Forestry Centre and a significant presence of the Ontario Ministry of Natural Resources and Forestry, including the CL-415 Water Bomber Training Centre, which a new national agency could leverage to avoid excess bureaucracy and accelerate its establishment; and

Whereas the presence of a national emergency agency would not only bolster the country's disaster response but would also provide significant economic and community benefits to Sault Ste. Marie, including high-skilled jobs and strategic federal investment;

Now Therefore Be It Resolved that City Council request appropriate staff to prepare a comprehensive report to

- Investigate the full scope of advantages and feasibility for Sault Ste. Marie to be the home of a national emergency firefighting agency or a broader national emergency agency detailing the City's strategic assets, including its central location, existing infrastructure, and institutional expertise in forestry and emergency management;
- Outline the potential economic, social, and logistical benefits to the City and the nation of hosting such a federal entity; and
- Engage with local stakeholders, including the Sault Ste. Marie Airport Development Corporation, the Ministry of Natural Resources and Forestry, and the Great Lakes Forestry Centre to gather supporting data and insights; and
- Develop a formal proposal and advocacy plan to present to the federal government outlining Sault Ste. Marie as the optimal location for this critical national agency.

	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 Veterans Memorial Crosswalk

Lily Mae Tremblay and Charlotte Piccolo were in attendance representing the Mayor's Youth Advisory Council.

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Whereas the City of Sault Ste. Marie acknowledges the immense sacrifices and contributions made by the men and women of the Canadian Armed Forces, both past and present; and

Whereas the City recognizes the importance of public art and civic space in fostering remembrance, unity, and pride in our shared Canadian heritage; and

Whereas a veterans-themed painted crosswalk will serve as a visible and lasting tribute to local veterans and a symbol of the City's ongoing gratitude for their service; and

Whereas the design of the crosswalk will incorporate respectful and symbolic elements such as Canadian flags or representations of the Canadian Armed Forces, in consultation with local veterans' groups and with oversight from City staff;

Now Therefore Be It Resolved that staff be requested to consult with representatives from local veterans' organizations, and report back to Council with the design, location, funding and installation plan for a Veterans Memorial crosswalk before Remembrance Day November 11, 2025.

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

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

9.3 Canadian Defence/Munitions Production

Moved by: Councillor C. Gardi

Seconded by: Councillor R. Zagordo

Whereas the Government of Canada has recently announced its plans to spend several billions of dollars over the coming years to revitalize and modernize the Canadian Forces; and

Whereas there is a need globally for enhanced munitions and defence manufacturing; and

Whereas Algoma Steel is a significant steel producer in Canada, including specialized plate steel that is crucial for various defence applications (e.g., shipbuilding, armoured vehicles); and

Whereas Algoma Steel has explicitly stated their interest in supplying the Canadian shipbuilding and defence industries; and

Whereas Sault Ste. Marie has established industrial infrastructure due to Algoma Steel's long history. This includes access to transportation networks (water via the Great Lakes, rail, and road) which are vital for moving raw materials and finished products; and

Whereas there is an existing skilled labour pool in the region with experience in heavy manufacturing and steel production, which could be adaptable to defence manufacturing needs; and

Whereas locating a defence production facility in Sault Ste. Marie could significantly boost the local economy, create jobs, and diversify the industrial base of Northern Ontario, aligning with both the Federal and Provincial governments' goals for regional development; and

Whereas Sault Ste. Marie's location within Canada but relatively close to the US border could also be seen as an advantage for cross-border supply chains or collaboration; and

Whereas the Federal and Provincial governments have already shown support for Algoma Steel's modernization efforts, which suggests a willingness to invest in the company and the region;

Now Therefore Be It Resolved that the Community and Enterprise Services Department be requested to report back to City Council regarding the process and costs associated with conducting a comprehensive feasibility study to consider Sault Ste. Marie as a location for a

Canadian defence/munitions production facility(ies), particularly focused on steel-intensive defence products, building upon Algoma Steel's capabilities

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

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that all By-laws under item 12 of the Agenda under date September 2, 2025 save and except By-law 2025-136 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 2025-126 (Zoning) Housekeeping Amendments Installment One

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2025-126 being a by-law to amend Sault Ste. Marie Zoning By-law 2025-150 for the purpose of clarifying technical language and improving implementation be passed in open Council this 2nd day of September, 2025.

Carried

12.1.2 By-law 2025-127 (Zoning) Fox Run Subdivision Various Civic Addresses

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2025-127 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 163 Memorial Avenue; 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 27, 30, 31, 34, 35, 38, 29, 42, 43, 46, 50, 54, 58, 79 Mulberry Street; and 159 Foxborough Trail (Fox Run Subdivision) be passed in open Council this 2nd day of September, 2025.

Carried

12.1.3 By-law 2025-129 (Access to Land Program Surplus Property) Hudson Street PIN 31578-0239

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-129 being a by-law to declare the City owned property legally described as PIN 31578-0239; SAULT STE. MARIE, being a Hudson Street Property as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of September, 2025.

Carried

12.1.4 By-law 2025-130 (Access to Land Program Surplus Property) Hudson Street PIN 31578-0278

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-130 being a by-law to declare the City owned property legally described as PIN 31578-0278; SAULT STE. MARIE, being a Hudson Street Property as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of September, 2025.

Carried

12.1.5 By-law 2025-131 (Access to Land Program Surplus Property) Hudson Street PIN 31578-0279

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-131 being a by-law to declare the City owned property legally described as PIN 31578-0279; SAULT STE. MARIE, being a Hudson Street Property as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of September, 2025.

Carried

12.1.6 By-law 2025-132 (Access to Land Program Surplus Property) 72 Corey Avenue

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-132 being a by-law to declare the City owned property legally described as PIN 31504-0364 WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE being civic 72 Corey Avenue, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of September, 2025.

Carried

12.1.7 By-law 2025-133 (Access to Land Program Surplus Property) 84-94 Park Street

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-133 being a by-law to declare the City owned property legally described as PIN 31494-0098 LT 15-17 PL 525 RANKIN LOCATION; S/T Q530; SAULT STE. MARIE being civic 84-94 Park Street as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 2nd day of September, 2025.

Carried

12.1.8 By-law 2025-134 (Access to Land Program Subdivision Control) 84-94 Park Street

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-law 2025-134 being a by-law to deem not registered for purposes of subdivision control certain lots in the Eastside Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 2nd day of September, 2025.

Carried

12.1.9 By-law 2025-136 (Agreement) Tourism SSM Waterfront Plan funding

Moved by: Councillor C. Gardi

Seconded by: Councillor L. Dufour

Resolved that By-Law 2025-136 being a by-law to authorize the execution of the Agreement between the City and Tourism Sault Ste. Marie to support the advancement of Phase One of the Waterfront Plan be passed in open Council this 2nd day of September, 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	9	1	0	1
Carried				

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

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

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

14. Closed Session

Moved by: Councillor M. Scott

Seconded by: Councillor L. Vezeau-Allen

Resolved that this Council move into closed session to discuss one item 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 – s. 239.2 (f) advice that is subject to solicitor-client privilege

Carried

15. Adjournment

Moved by: Councillor M. Scott
Seconded by: Councillor L. Vezeau-Allen
Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Canuck Wind Project

EDF power solutions and Batchewana First Nation

September 22, 2025



Agenda

1. Company Overview
2. Ontario Energy Context
3. Project Information
4. Project Benefits

Presenting

EDF power solutions (EDF):

- Will Colucci – Project Lead
- Toby Shepherd – Community Engagement Manager

Batchewana First Nation:

- Jim Tait – Senior Director, Energy



Company Overview

EDF power solutions

EDF power solutions is a project developer, owner, and operator with end-to-end solutions for every market...



EDF power solutions has been providing clean energy solutions since 1987. We are a market leading independent power producer and service provider, servicing communities with reliable, low carbon energy solutions to meet growing demand.



From developing and building scalable wind (onshore and offshore), solar, storage (battery and pumped storage hydropower), smart EV charging, microgrids, green hydrogen, and transmission projects to maximizing performance and profitability through skilled operations and maintenance and innovative asset optimization, our teams deliver expert solutions along the entire value chain—from origination to commercial operation.



Our portfolio consists of 23 GW of developed projects and 16 GW under service contracts. In Canada, the Company has 2.6 GW of solar and wind facilities in service or in construction.

5 EDF power solutions

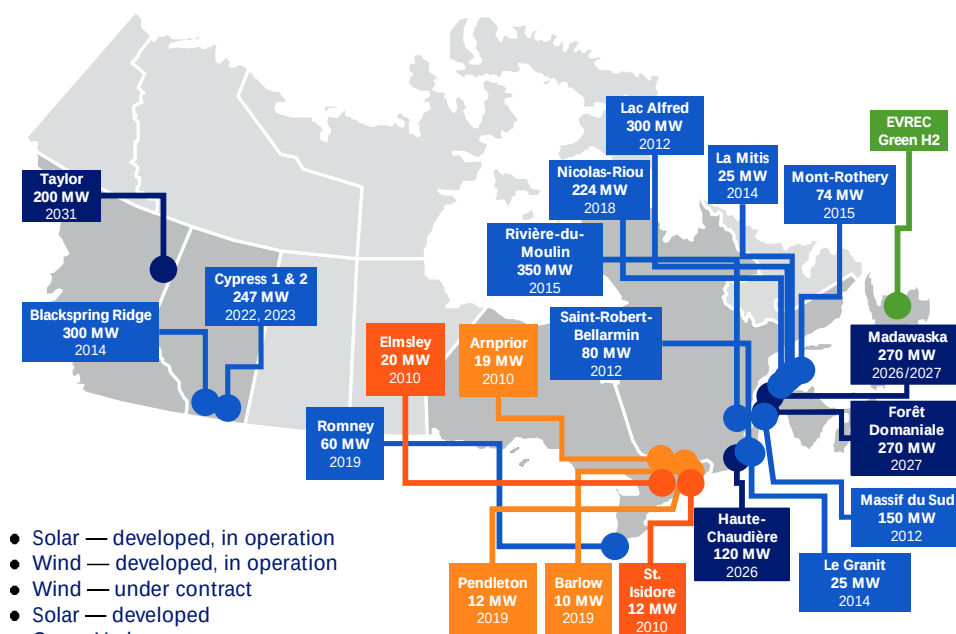


Experience in Canada

 16 Years in Canada EDF power solutions has been developing and operating clean energy projects across the country.	 2,646 MW of projects Put into service, under construction or contracted across the country.
 4,172 MW pipeline We continue to expand our energy expertise with projects in various stages of development.	 \$5.2+B invested Since 2008 in Canada, including support of local wildlife habitats for bats, honeybees and Monarch butterflies.



EDF power solutions in Canada



- Solar — developed, in operation
- Wind — developed, in operation
- Wind — under contract
- Solar — developed
- Green Hydrogen

Map not to scale.

2,646 MW

in operation, construction, or under contract

Domestic Presence

- 1,876 MW in operation
- 570 MW under contract
- 2,000+ MW wind, solar, and storage in development

Canadian Profile

- \$5.2 Billion invested in Canada
- 3,000 jobs at peak construction period
- 475,000 homes in Canada supplied with electricity by wind and solar power
- Offices in Montreal, Toronto, and Calgary
- 215+ EDF power solutions employees across Canada

Operations & Maintenance

- 1,820 MW wind
- 457 MW solar





Saulteau First Nation Pemmican Days 2025

Indigenous Partnerships



EDF power solutions has a history of partnering with Indigenous communities to delivery energy projects.

- More than 1,900 MW of projects in partnership with Indigenous communities.
- The goal for Canuck Wind Project is to bid with an Indigenous partner. We are in detailed partnership discussions with a local First Nation.
- This summer, EDF power solutions was pleased to join our partner for Taylor Wind, Saulteau First Nation, at their Pemmican Days celebration.





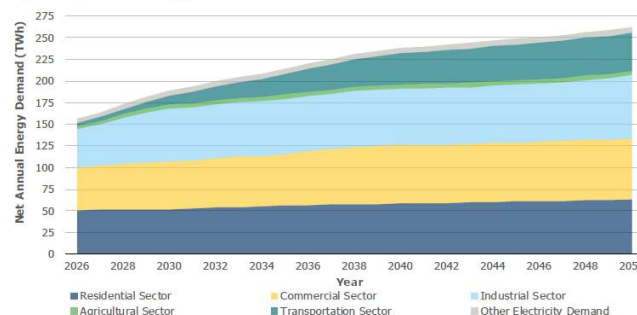
Ontario Energy Context



Ontario's Energy Needs and the RFP

- The energy transition is moving forward at a rapid pace. Province is predicting a 75% increase in electricity demand by 2050.
- The IESO is now addressing overall energy needs going into the 2030's and beyond by procuring more energy.
- IESO planning predictable Long Term (LT) procurements. Latest plans indicate an annual cycle of procurements running from 2025-2028 for LT2.
- EDF power solutions is developing Canuck Wind to submit to the IESO in October 2025, part of the IESO's LT2 Window 1. Canuck could also be bid into Window 2

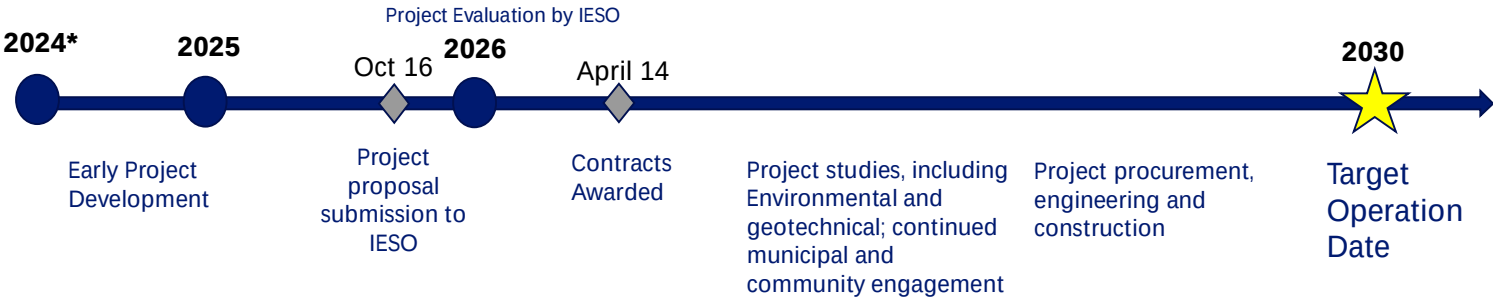
Figure 2 | Annual Energy Demand



Source: 2025 Annual Planning Outlook, IESO



IESO LT2 Procurement Timeline



Note: If the project proceeds, there will be a 2-3 year community, municipal and indigenous consultation and engagement process, to ensure the project is well designed and that infrastructure is suitably located to avoid and mitigate potential impacts.

* Timelines are estimates based on information we have to date and may change.

IESO Bid Preparation

- As part of the process the IESO requires that bidders include a prescribed form from the Municipality with their application.
- This prescribed form can be general (i.e. the municipality as a whole) or project specific.
- Guidance from the IESO:
 - “the municipality supports the submission of a proposal for the Long-Term Energy Project located on the applicable Municipal Lands. The statement in such a resolution **may be qualified as being solely for the purposes of satisfying the mandatory requirements** under section 4.2(b) of the LT2(e-1) RFP and **does not supersede any applicable permits or approvals under applicable laws and regulations** that may be required for a particular Long-Term Energy Project. ”
- Providing a resolution is NOT approval of the project, it just allows the submission of a bid. The project would still need to go through a 2-3 year permitting and public consultation process.





Project Information

Why Sault Ste Marie?



Strong Winds & Transmission

- The study area has consistent and strong wind speeds suitable for a project
- There are multiple interconnection options with suitable capacity that will allow for electricity to be used locally as well as throughout Ontario



Rated Criteria Points

- IESO is providing rated criteria points for projects located in the two IESO "North Zones", for projects not sited on agricultural land, and for having a local Indigenous partner



Suitable lands

- EDF has engaged with landowners and local stakeholders and has received positive feedback and interest.
- No major environmental constraints identified
- Proximity to serviceable ports and highways for construction
- Currently have ~4000 acres signed in the project study area

Canuck Wind Project: Location

Our aim is to avoid or minimize potential impacts on the environment, the community, and cultural heritage.



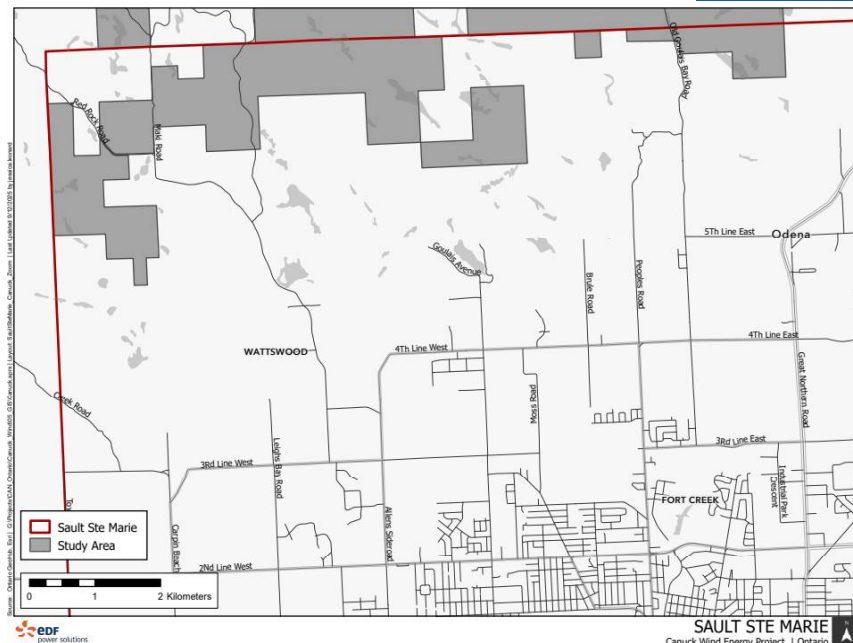
Why study this location?

- Existing wind data shows strong wind energy generation in the area.
- Proximity to existing transmission lines with adequate capacity.

What is the project size?

- The total project size is approximately 35-40 turbines with a target of 200 MW. We expect up to 50% could be sited in Sault Ste Marie.
- There is interest by private landowners to host wind turbines with ~4,000 acres signed to date and more in negotiation.

We are in the early stages of project development. Final locations of project infrastructure will be considered later through public consultation and engineering/environmental studies.





Project Benefits

Economic Benefits

- **Host Municipal Fund:** annual payment to Sault Ste Marie in support of municipal priorities. Depending on final project layout, this could represent up to \$300,000/year, or \$6,000,000 over the life of the project
- **Host Community Fund:** annual fund set up by Canuck Wind to support local priorities. This will be \$500,000 over the project life in support of:
 - Educational scholarships
 - Public School nutrition program
 - Recreation facilities/trails
 - Local Foundation support
- **Increased Property Tax** covered by Canuck Wind
- **Lease payments** to landowners



Economic Benefits

EDF will focus procurement of materials and hiring as locally as possible.

- 200 MW wind project ~ \$580 million in capex
- 30% spent on Balance of Plant; ~ \$175 million and significant amount of that spent locally
 - 16-20 months of construction, with a peak of 200 staff
 - Concrete and rebar supply
 - Equipment rental and repair
 - Room/Board: local spending for lodging, food and small businesses in support of construction workers
- Opportunities for work:
 - Surveying, Civil engineering, Mechanical Work, Electrical work, Transportation equipment, labourers, etc.
 - Maintenance of paths, snow removal, vehicle maintenance
 - Hospitality and other worker services



Canuck Wind Summary

- EDF power solutions is a global leader in renewable energy development and operations
- EDF are in discussions with an Indigenous Nation on a 50/50 partnership for Canuck Wind
- Canuck Wind is in early stages; we will continue to develop a layout that addresses community concerns
- The project will provide significant benefits to the local community:
 - Host Municipal Fund
 - Host Community Fund
 - Job creation and economic development
 - Lease payments to participating landowners
- A Municipal Support Confirmation is not project approval; it simply allows the project to be bid

Thank you



Energy Designed *for the Future.*

Sault Ste. Marie West End Solar Projects

Sault Ste. Marie City Council

September 22, 2025

Local Challenges

Local Solutions

Challenge

The west end of Sault Ste. Marie faces a shortage of available electricity capacity, limiting opportunities for economic development.

Solution

Local partnership developing new solar generation projects in the west end to add local, clean capacity where it is needed.



The Independent Electricity System Operator (IESO) has forecast that Ontario will require **up to 75% more electricity by 2050** to meet growing demand driven by electrification and economic development.

To help meet this need, the IESO has launched the **Long-Term 2 (LT2) procurement**, which invites new clean energy generation projects across the province.



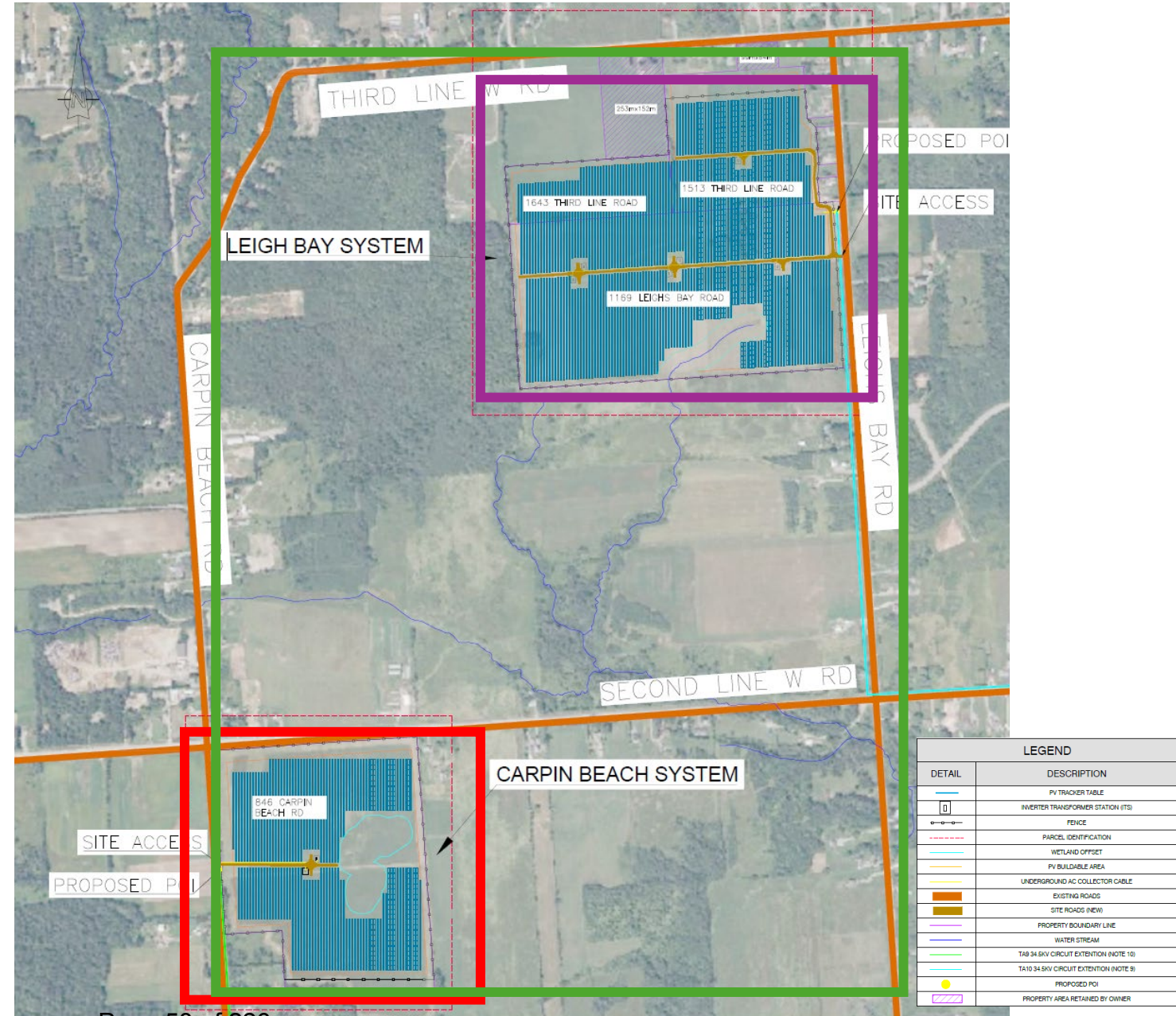
Sault Ste. Marie West End Solar Generation Project I

Leigh's Bay/Carpin Beach

Map of Locations & PV System Layout →

Details:

- 190 gross acres of private property
- Designated as Zoned Rural Land (RA)
- Max 50 MW
- Distribution System Connected
- Approx. value \$70MM
- Partnership with Axiom Infrastructure and PUC



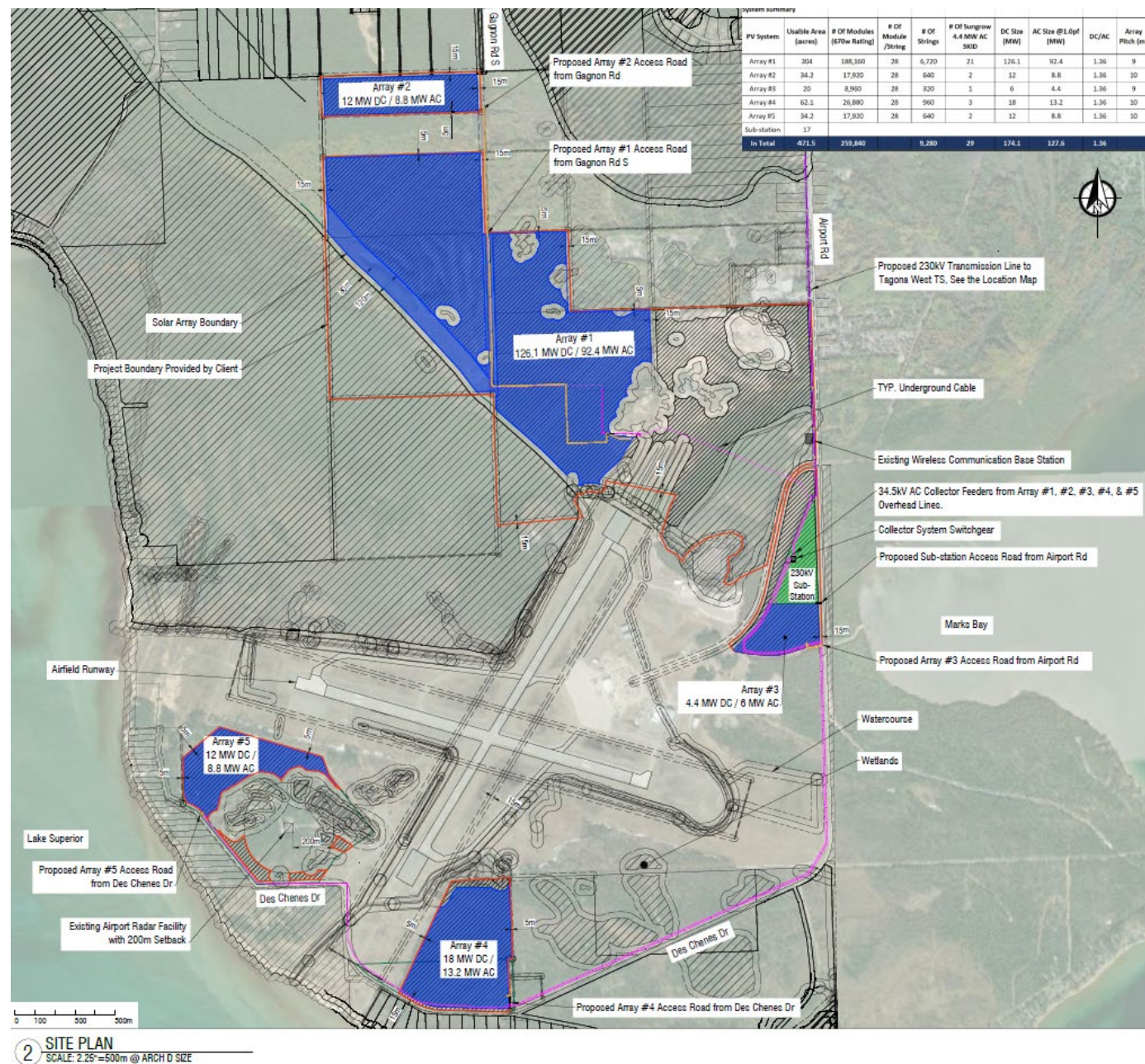
Sault Ste. Marie West End Solar Generation Project II

Airport

Map of Locations & PV System Layout →

Details:

- ~970 gross acres
- Max 200 MW
- Transmission System Connected
- Approx. value \$400MM
- Designated as Zoned Rural Land (RA)
- Partnership with Axiom Infrastructure, PowerBank and PUC



Community Benefits & Financial Value to the City



These projects are about securing Sault Ste. Marie's energy future, bringing value to the City, and building a stronger, cleaner community.

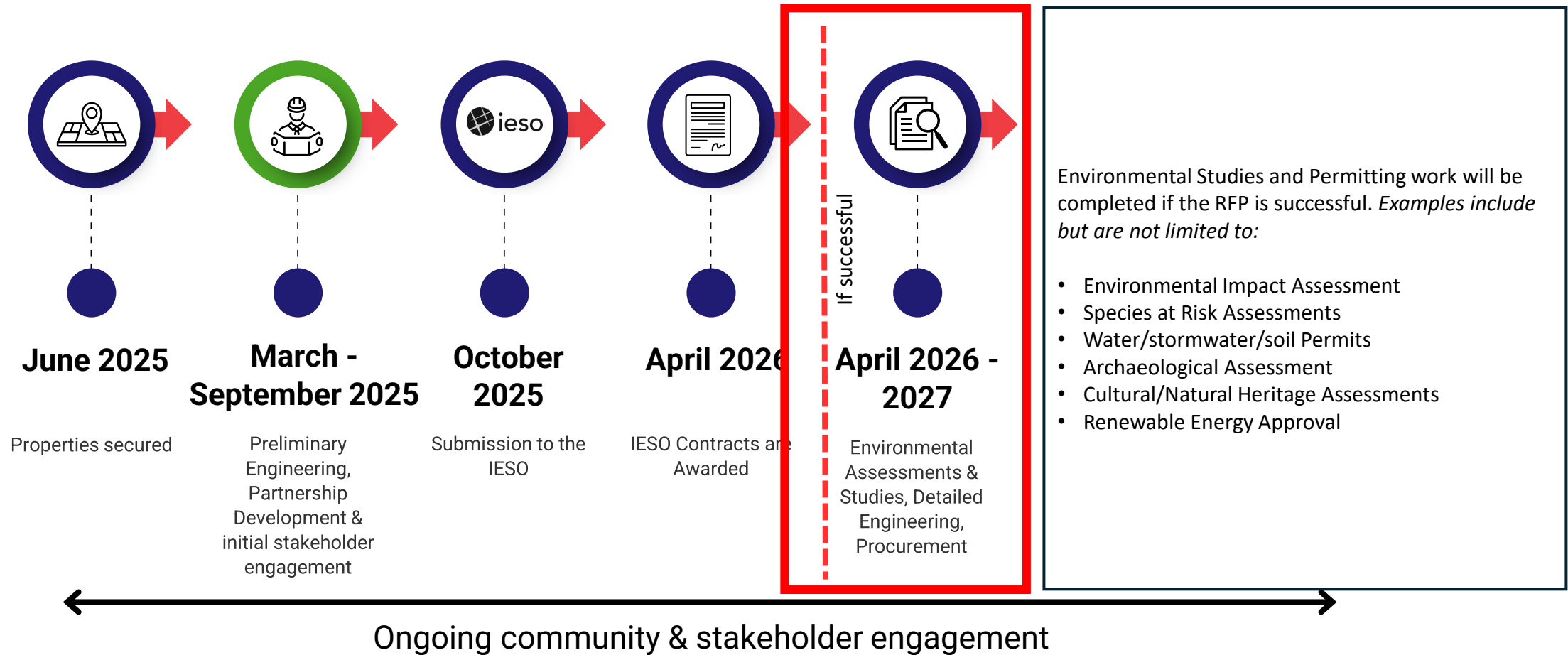
- **Clean, reliable energy** to meet rising industrial demand while reducing emissions.
 - Example – *Port of Algoma*
 - Aligns with the Municipalities' environmental and sustainability goals.
- **Drives investment and jobs** by strengthening Sault Ste. Marie's competitiveness.
 - Less reliance on long-distance transmission and more community value.
- **Financial Value to the City**
 - With PUC holding at least 10% equity, project returns flow directly to the City of Sault Ste. Marie as sole shareholder, creating long-term financial gains for the community.
 - Projects valued at ~\$470M in total will generate significant annual returns plus upfront development/success fees.

Process & Preliminary Timeline



If the project moves forward, there will be a multi-year period of continued community, municipal, and Indigenous consultation and engagement. This process will ensure the project is thoughtfully designed and that infrastructure is developed in ways that mitigate potential impacts, where possible.

Process & Preliminary Timeline



If the project moves forward, there will be a multi-year period of continued community, municipal, and Indigenous consultation and engagement. This process will ensure the project is thoughtfully designed and that infrastructure is developed in ways that mitigate potential impacts, where possible.

Engagement & Transparency

Our commitment is to work openly and transparently with Indigenous partners, the City of SSM, adjacent property owners, and community members to address concerns as the projects move forward.

- **Ongoing Indigenous Engagement** – Active discussions with local First Nations is ongoing to ensure meaningful participation and partnership.
- **Public Open House** held on August 19, 2025 – Opportunity for residents to learn more, ask questions, and provide input.
- **Accessible Information** – Dedicated project website www.pucgeneration.com with regular updates, FAQs, and background materials.
- **Feedback Opportunities** – Online feedback forms, email, and phone contact to capture community perspectives.
- **Public Notices & Updates** – Transparent communication through local media and mailed notices to keep residents informed at every stage.

Questions?

September 22, 2025





Mayoral Decision No. 2025-13

Decision to Delegate the Powers Regarding the 2026 City Budget

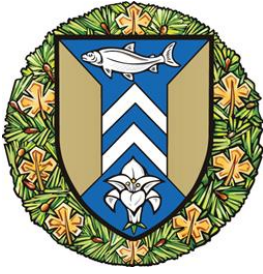
WHEREAS section 284.16 of the *Municipal Act, 2001*, R.S.O. 2001 (the "Act") and section 7 (1) of O. Regulation 530/22 provides that the Mayor shall, on or before February 1 of each year (a) prepare a proposed budget for the municipality that includes the estimates of sums required under subsection 289 (1) or 290 (1) of the Act, as the case may be; (b) provide the proposed budget to each member of council and to the clerk; and (c) make the proposed budget available to the public;

NOW THEREFORE I, Matthew Shoemaker, Mayor of the City of Sault Ste. Marie ("City") hereby direct the CAO and CFO/Treasurer to prepare the Preliminary 2026 Capital and Operating budgets to be tabled at the November 17, 2025 Council Meeting; and Further that the budget be considered by Council at the previously scheduled December 8, 2025 Budget Meeting in the same manner in which Council has considered previous budgets.

This delegation takes effect on September 22, 2025 and remains in effect until this delegation is modified or revoked in writing.

Dated at the City of Sault Ste. Marie this 22nd day of September, 2025

Mayor Matthew Shoemaker



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Shelley J Schell, CPA, CA Chief Financial
Officer/Treasurer

DEPARTMENT: Corporate Services

RE: 2025 City of Sault Ste Marie Credit Rating

Purpose

The purpose of this report is to provide information on the City's credit rating published by S&P Global Ratings on September 16, 2025.

Background

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

Analysis

The City of Sault Ste Marie's credit rating has been affirmed at AA+(stable) for 2025. The City's credit rating has been at the same level for the last several years. As noted in the report, an increase to the rating could occur if the local economy expands with growth prospects notably picking up and continued commitment to developing robust financial practices and policies. On the downside, the rating could be lowered if larger than expected capital spending occurs, leading to higher after-capital deficits and higher reliance on debt funding. Overall, the rating views the City's low debt burden as a key credit strength compared to our peers.

Financial Implications

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

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer/Treasurer dated September 22, 2025 concerning the 2025 City of Sault Ste Marie Credit Rating be received as information.

Respectfully submitted,

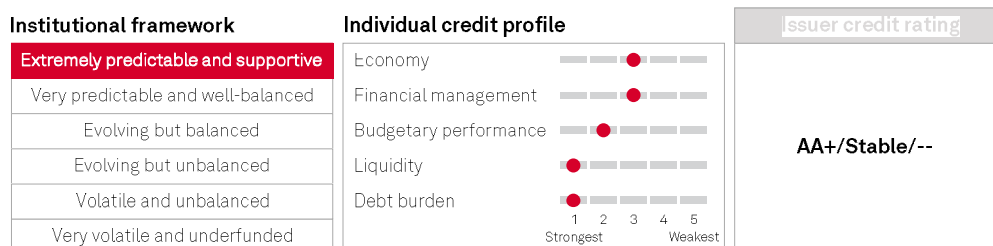
Shelley J. Schell, CPA, CA
Chief Financial
Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca

City of Sault Ste. Marie

September 16, 2025

This report does not constitute a rating action.

Ratings Score Snapshot



Primary Contact

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Secondary Contact

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Credit Highlights

Overview

Credit context and assumptions	Base-case expectations
Despite slower economic growth, we expect Sault Ste. Marie's revenue base will remain resilient.	Stable property tax receipts should support healthy operating balances and enable larger capital plans.
Prudent managerial practices and policies should support stable financial policy execution over the medium term.	We expect capital plans to primarily rely on robust reserves and grants, with some recourse to debt financing.
We expect that the relationship with the Province of Ontario will remain supportive and stable.	Liquidity should remain robust and more than sufficient to cover debt service.

Despite tariff impacts that are likely to hamper the city's employment levels, we expect Sault Ste Marie's local economy to support ongoing growth and local revenue generation, notwithstanding socioeconomic and geographic hurdles. We expect that, to support key maintenance and growth-related projects, the city will issue some debt in the coming years while maintaining a low debt burden. The city intends to fund the majority of its capital plan internally--although this is offset by some level of senior government grants--that we expect will drive small capital deficits throughout the forecast horizon. In addition, we expect Sault Ste. Marie's liquidity position will remain robust and more than sufficient to cover debt service needs.

Outlook

The stable outlook reflects S&P Global Ratings' expectation that, in the next two years, Sault Ste. Marie will continue recording operating surpluses and small after-capital deficits, on average. We

Research Contributor

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

also expect tax-supported debt will remain well below 30% of operating revenues, and that the city will preserve a healthy liquidity position.

Downside scenario

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

Upside scenario

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

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

Sault Ste. Marie is the third-largest city in Northern Ontario and its economy is traditionally resource-based, specifically in steel manufacturing and forestry. Despite the city's diversification into other sectors (including tourism), we believe that medium-term economic growth will remain muted compared with that of Canada. A key employer in the city and region, Algoma Steel, is subject to the current tariff regime on its exports to the U.S. While we expect that the remainder of the regional economy will be able to absorb the shock and the life of the tariffs remain uncertain, this could hinder local economic growth somewhat with potential for layoffs. Furthermore, in our view, Sault Ste. Marie is subject to a more strained demographic profile than peers. The city has struggled historically with outmigration and population declines, and approximately a quarter of the local population was over the age of 65 at the last census. The city continues to take steps to mitigate this; with the conclusion of the prior Rural and Northern Immigration Pilot, Sault Ste. Marie was selected as a participant in its successor program, the Rural Communities Immigration Program. Under the new program, the city can prioritize the recruitment of health care professionals in particular, which had been a key area of concern in outmigration. Altogether, while GDP per capita is not available at the local level, we estimate it would be somewhat below the national level of about US\$55,300 in 2025, based on the city's income data.

We expect the city's financial management will remain satisfactory. Disclosure and transparency practices are good, and Sault Ste. Marie is preparing to build out its longer-term financial planning capabilities over the medium term. The city also prepares one-year operating and capital budgets annually, as well as a four-year capital forecast. Sault Ste. Marie implemented separate tax- and rate-supported budgets starting in the 2023 budget cycle, demonstrating an ongoing maturation of extant planning practices. Senior staff are experienced, and we believe that debt and liquidity management practices are prudent.

As do other Canadian municipalities, Sault Ste. Marie benefits from an extremely predictable and supportive local and regional government framework that has demonstrated high institutional stability and evidence of systemic extraordinary support in times of financial distress. Most recently through the pandemic, senior levels of government provided operating and transit-

related grants to municipalities, in addition to direct support to individuals and businesses. Although provincial governments mandate a significant proportion of municipal spending, they also provide operating fund transfers and impose fiscal restraint through legislative requirements to pass balanced operating budgets. Municipalities generally have the ability to match expenditures well with revenues, except for capital spending, which can be intensive. Any operating surpluses typically fund capital expenditures and future liabilities (such as postemployment obligations) through reserve contributions. Municipalities have a track record of strong budget results; debt burdens, on average, are low compared with those of global peers

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

With a focus on building out its housing-enabling infrastructure and maintaining existing assets, Sault Ste. Marie will continue to invest in key capital projects over the next several years. We expect to see the city ramping up capital investment over the two-year outlook horizon, particularly as its plans for the West End Treatment Plan and Biosolids Facility come to fruition. Therefore, we expect that the city will generate average after-capital deficits below 0.5% in the base-case period 2023-2027, rising in-line with increased capital needs. In our estimation, capital expenditure will average C\$60 million through the forecast years. At the same time, the city's healthy operating balances will support its ability to finance capital works, despite cost pressures from inflation and ballooning police services costs. We expect that, anchored primarily by stable property tax receipts, Sault Ste. Marie will generate operating results averaging 12% over the forecast period.

While the city intends to fund much of its capital plans from reserves and senior government grants, we also expect debt issuance will play a role in financing capital projects. We anticipate it will issue approximately C\$7 million in debt in the three forecast years. We expect that this will bolster a tax-supported debt burden just below 9% by 2027. Our calculation of the debt burden also includes approximately C\$5 million in debt of the Public Utility Commission (PUC) of Sault Ste. Marie, which the city guarantees. The guarantee comprises a loan--set to expire in 2026--and the draw on the PUC's operating line; under the terms of the guarantee, the full sum borne by the city is limited to C\$8 million. Although future issuance could increase both the city's debt and interest burdens, we expect that both will remain low, with the interest burden representing less than 1% of operating revenues throughout the forecast horizon. We do not consider the debt of Sault Ste. Marie's government-related entities, PUC Inc. and PUC Services Inc., as a contingent liability, because we believe the likelihood of the city providing extraordinary support in a stress scenario is low. Overall, we view the city's low debt burden as a key credit strength compared among peers.

In our view, the city maintains a robust liquidity position and satisfactory access to external liquidity for financing needs. We estimate that its free cash will average C\$118 million in the next 12 months and cover approximately 9x estimated debt service for the period.

City of Sault Ste. Marie Selected Indicators

Mil. C\$	2022	2023	2024	2025bc	2026bc	2027bc
Operating revenue	224	245	254	261	270	282
Operating expenditure	187	200	214	227	238	251
Operating balance	36	44	40	34	32	32
Operating balance (% of operating revenue)	16.3	18.2	15.8	13.1	11.9	11.2
Capital revenue	26	20	13	17	20	23

City of Sault Ste. Marie Selected Indicators

Capital expenditure	61	5/	44	52	59	69
Balance after capital accounts	2	7	10	(0)	(7)	(14)
Balance after capital accounts (% of total revenue)	0.8	2.7	3.6	(0.1)	(2.5)	(4.7)
Debt repaid	0	1	1	1	1	1
Gross borrowings	0	18	1	0	0	7
Balance after borrowings	2	24	10	(1)	(8)	(8)
Direct debt (outstanding at year-end)	3	17	16	15	14	20
Direct debt (% of operating revenue)	1.4	7.0	6.1	5.7	5.2	7.1
Tax-supported debt (outstanding at year-end)	6	22	21	20	19	25
Tax-supported debt (% of consolidated operating revenue)	2.6	9.0	8.1	7.6	7.1	8.8
Interest (% of operating revenue)	0.0	0.1	0.2	0.2	0.2	0.3
Local GDP per capita (\$)	--	--	--	--	--	--
National GDP per capita (\$)	56,256.8	54,220.3	54,340.4	55,309.7	59,043.9	62,291.8

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

Rating Component Scores

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

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

Sovereign Risk Indicators

<http://www.spratings.com/sri>

Related Criteria

[General Criteria: Environmental, Social, And Governance Principles In Credit Ratings](#), Oct. 10, 2021

[Criteria | Governments | International Public Finance: Methodology For Rating Local And Regional Governments Outside Of The U.S.](#), July 15, 2019

[General Criteria: Principles Of Credit Ratings](#), Feb. 16, 2011

Related Research

[Economic Outlook Canada Q3 2025: U.S. Tariff Uncertainty And Slower Population Growth Weigh On Momentum](#), June 24, 2025

[Canadian Municipalities Are Well Positioned To Weather Temporary Trade Disruption](#), June 2, 2025

[Subnational Government Outlook 2025: Canadian LRG Revenues Will Play Catchup To Meet Higher Operating Costs And Stabilize Debt Growth](#), Jan. 16, 2025

[S&P Global Ratings Definitions](#), Dec. 2, 2024

[Institutional Framework Assessment: Canadian Municipalities Employ Flexibilities Within Fiscal Framework To Temper Cost Pressures](#), April 2, 2024

Sault Ste. Marie (City of)	
Issuer Credit Rating	AA+/Stable/--
Issuer Credit Ratings History	
01-Jun-2022	AA+/Stable/--
11-Sep-2019	AA/Stable/--
06-Oct-2015	AA-/Stable/--
*Unless otherwise noted, all ratings in this report are global scale ratings. S&P Global Ratings' credit ratings on the global scale are comparable across countries. S&P Global Ratings' credit ratings on a national scale are relative to obligors or obligations within that specific country. Issue and debt ratings could include debt guaranteed by another entity, and rated debt that an entity guarantees.	

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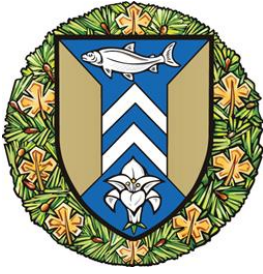
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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Election 2026 – Budget Update

Purpose

The purpose of this report is to provide Council with information concerning the budget for the 2026 municipal election.

Background

The *Municipal Elections Act* provides that a regular election shall occur every four years on the fourth Monday in October. The next election of Sault Ste. Marie City Council and School Trustees will be held on October 26, 2026.

The *Municipal Elections Act* further provides that the cost for conducting an election shall be paid by the local municipality.

Analysis

Historically, municipal elections have been funded by an annual contribution to election reserves of \$70,000 (\$85,000 in each of 2023 and 2024) in order to smooth the budgetary impact in an election year. The four-year allocation for the 2026 election is \$310,000.

Cost increases for printing, postage, election supplies, technology, and temporary staffing mean that the allocation will not sufficiently cover similar operations in 2026.

The estimate for the 2026 election budget requires an additional \$100,000 based on the remaining election reserve balance. Approximately \$20,000 in expenses from the 2022 election were paid out of the 2023 election reserve due to late invoicing. The 2024 Capital Budget included an allocation from the election reserve in the amount of \$46,000 for computer equipment, with the IT reserve funding the other half of the total cost.

Staff recommends that \$100,000 be set aside in an Election Reserve in each of 2027, 2028, 2029, and operating budget 2030 to fund the 2030 municipal election (estimated 2030 budget of \$400,000).

Financial Implications

Staff is recommending reallocation of the 2024 Capital Budget funding of \$46,000 from the Election Reserve to the IT Equipment Reserve.

The 2026 total election allocation will increase from \$70,000 to \$124,000. In order to fund future elections, \$100,000 will need to be set aside annually.

Strategic Plan / Policy Impact / Climate Impact

The municipal election is an operational matter not articulated in the Corporate Strategic Plan.

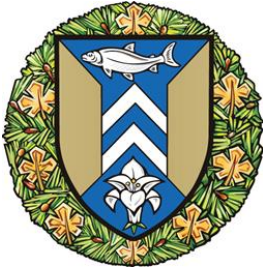
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated September 22, 2026 concerning Election 2026 – Budget Update be received and that \$46,000 be reallocated from the IT Equipment Reserve (2024 Capital Budget) to the Election Reserve.

Respectfully submitted,

Rachel Tyczinski
City Clerk
705.759.5391
r.tyczinski@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Maione, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Transit On-Demand Amendment and Extension – Via
Mobility, LLC

Purpose

The purpose of this report is to provide information on exercising the option of extending the current agreement, to include amendments with Via Mobility, LLC for a nine month term with additional terms if required and the addition of a cancellation clause.

Background

The City engaged with Via Mobility, LLC in 2019 to provide Transit On-Demand Services. The service agreement was most recently extended on July 11, 2022 by By-law 2022-128 authorizing execution of a three year agreement with the option to renew for two additional years.

Analysis

The City is prepared to extend the current agreement for nine months. The agreement permits additional extensions if both parties agree. A cancellation clause was also added to provide flexibility pending a future Council report which will recommend changes to improve and optimize Transit Services, including an analysis and recommendation specific to the current On-Demand service. This ensures the City is not contractually bound while recommendations related to the future of on-demand transit are under consideration.

Financial Implications

There are no financial implications.

Strategic Plan / Policy Impact / Climate Impact

The recommendation supports the focus area of the Community Strategic Plan for 2024-2027 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering customer service to citizens.
- It also supports Infrastructure as it will assist in maintaining current infrastructure.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-Law 2025-137 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

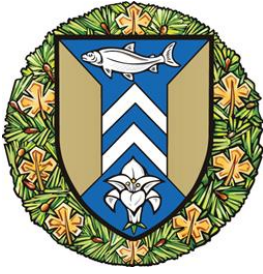
Nicole Maione

Director of Community Services

Community Development and Enterprise Services

705.759.5264

n.maione@cityssm.on.ca



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Travis Anderson, Director of Tourism and Community
Development

DEPARTMENT: Community Development and Enterprise Services

RE: Tourism Development Fund Applications – September
2025

Purpose

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

Background

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

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

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

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

Analysis

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

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

At the Tourism Sault Ste. Marie Board of Directors' meeting held on August 19, 2025, three applications were reviewed with the following recommendations:

1. Henderson Metal Fall Classic – \$10,000
2. Northeastern Ontario Regional Swim Meet – \$2,000
3. Conference Bid #2025-001 – \$10,000

Henderson Metal Fall Classic- Soo Curlers Association

The Henderson Metal Fall Classic is a premier international curling event proudly hosted in Sault Ste. Marie. Founded in 2023 by Olympic champion Ryan Harnden and Al Harnden of the Soo Curlers Association, the event has quickly established itself as a world-class competition that attracts global attention.

The 3rd annual Classic will take place October 23–26, 2025, bringing 24 elite men's curling teams from Canada, the USA, Italy, Switzerland, Sweden, Scotland, Korea, and Japan. With a \$100,000 prize purse—the largest non-Grand Slam payout in the sport—the event is a significant draw for top curling talent.

Supported by Tourism Development Fund investments in 2023, the YNCU Curling Centre completed technical upgrades, including professional live-streaming capabilities, placing the facility among an exclusive group of world-class curling venues. In 2024, the event achieved over 428,000 online views, further elevating its profile and reach.

Previous Tourism Development Fund Support

- 2023 (\$53,000) – TDF funds were allocated to purchase and install 24 high-definition cameras and associated live streaming infrastructure.
- 2024 (\$7,612.39) – TDF funds were allocated to update the in-house PA system.

Visitor Projections and Economic Impact

- 800-1000 Local Spectators
- 200 Regional Spectators
- 130 Ontario Spectators
- 66 from across Canada (spectators/participants)
- 12 USA (spectators/participants)
- 35 International (spectators/participants)

Economic Impact

~250 out of town visitors x 4 days x \$175 per person/per day = \$157,500

Recommendation

Tourism Sault Ste. Marie and staff recommend continued support for the Henderson Metal Fall Classic, a premier international curling event that delivers significant reputational and economic value for the community.

Established in 2023, the event has quickly grown into a world-class competition that attracts elite international teams. With one of the largest prize purses outside of the Grand Slam series (funded through sponsorship outside of the Tourism Development Fund), the Classic positions Sault Ste. Marie as a leading host city on the global curling stage.

The event is organized by a highly reputable and proven local committee. Investments in technology and facility upgrades at the YNCU Curling Centre have elevated the venue to international standards, with the event now enjoying a strong global following through live streaming and media coverage.

This continued success demonstrates strong community appeal, builds international profile, and reinforces the City's reputation as a capable host of high-calibre sporting events. For these reasons, including its homegrown origins, proven success, reputational benefits, and strong organizational leadership, Tourism Sault Ste. Marie and staff strongly support ongoing investment in the Henderson Metal Fall Classic.

In support of the Henderson Metal Fall Classic the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2025 Henderson Metal Fall Classic to be hosted Oct 23-26, 2025, and that a report be submitted to City Council for consideration and approval."

Northeastern Ontario Region Swim Meet (NEOR)- Sault Surge

The Northeastern Ontario Region (NEOR) Swim Meet will take place October 25–26, 2025, at the John Rhodes Community Centre in Sault Ste. Marie. As a Swim Ontario–sanctioned regional competition, the event will welcome up to 225 youth athletes from across Northeastern Ontario. Many out-of-town participants and their families are expected to arrive on Friday and stay for two nights, generating a positive economic impact for the community. The meet is designed to support high-level athlete development and provide swimmers with opportunities to achieve Swim Ontario qualifying times.

Previous Tourism Development Fund Support

- 2023 (\$2,000) to support the NEOR Swim Meet (venue rental, Swim Ontario Fees, marketing and promotion)
- 2024 (\$2,375) to support the Spring Invitational Swim Meet (venue rental, Swim Ontario fees, marketing and promotion)

- 2025 (\$8,000) to support the purchase of the Myrtha Backstroke system (infrastructure)

Visitor Projections and Economic Impact

Based on 2024 attendance, the following projections are estimated

- 416 local participants/ spectators
- 470 Ontario participants/spectators

Economic Impact

470 out of town visitors x 2 days x \$175 per person per day = \$164,500

Recommendation

Tourism Sault Ste. Marie and staff recommend supporting the Northeastern Ontario Region (NEOR) Swim Meet with a Tourism Development Fund contribution of \$2,000 to assist with venue rental, Swim Ontario fees, and marketing. Hosting this event provides local athletes with access to high-level competition, generates significant economic benefits through visitor spending, and positions Sault Ste. Marie as a leading destination for swimming events in Northern Ontario. Successful delivery of this meet will also strengthen the city's ability to secure future competitions.

In support of Sault Surge Swim Club and their hosting of the Northeastern Ontario Swim Meet, the Tourism Sault Ste. Marie Board of Directors approved the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$2,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the 2025 Northeastern Ontario Region (NEOR) Swim Meet to be hosted Oct 25-26, 2025 and that a report be submitted to City Council for consideration and approval."

Conference Bid #2025-001

Conference Bid #2025-001 represents an opportunity for Sault Ste. Marie to bid to host a high-profile provincial conference. Funding support is required as an element of the bid submission. If successful in the bid, the conference will attract business leaders and delegates from across the province and beyond in 2027, providing valuable networking and professional development opportunities while providing an opportunity to showcase the host community to business leaders.

As part of the bid process, prospective host communities are required to outline and commit to delivering two signature events: a reveal event in 2026 and a marquee event during the 2027 conference in Sault Ste. Marie. These events form a critical component of the selection process, as they demonstrate the host community's ability to showcase its strengths, invest in creating a unique delegate

experience, and enhance the overall profile of the conference. The proposed investment in these activities will strengthen Sault Ste. Marie's bid and help position the City as the preferred host location.

The conference is projected to attract approximately 240 attendees, generating significant economic impact for local hotels, restaurants, and cultural attractions. It has been over 10 years since Sault Ste. Marie has hosted this conference.

Visitor Projections (based on previous host communities)

- 50 Local attendees
- 20 Regional attendees
- 150 Ontario attendees
- 25 USA attendees

Economic Impact

175 out of town visitors x 3 days x \$150 per person/ per day = \$91,875

Previous Tourism Development Fund Support

Not applicable

Recommendation

Meetings and Conventions business is identified as a tourism priority sector for Sault Ste. Marie, though it remains one of the slower segments to recover following the pandemic due to the ease and prevalence of virtual events. Supporting Conference Bid #2025-001 represents an opportunity to bring a reputable, high-profile in-person provincial conference to our community in 2027, which would attract approximately 240 delegates from across Ontario, the U.S., and locally. The projected direct economic impact is estimated at over \$90,000, with further benefits from exposure and positioning Sault Ste. Marie as a competitive destination for meetings and conventions.

This bid is a collaborative effort between the host organizing committee and the City of Sault Ste. Marie, with Tourism staff assisting in the development and submission process. Should Sault Ste. Marie not be awarded the conference, the TDF funds will not be expensed.

In support of Conference Bid #2025-001, the Tourism Sault Ste. Marie Board of Directors passed the following resolution:

"Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$10,000 through the Tourism Development Fund- Conferences and Special Events Stream to support Conference Bid #2025-001 and that a report be submitted to City Council for consideration and approval."

Financial Implications

No new funds would be required. The Tourism Development Fund currently has \$718,565 uncommitted for the purposes of financial assistance within the tourism sector.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

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

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

Recommendation

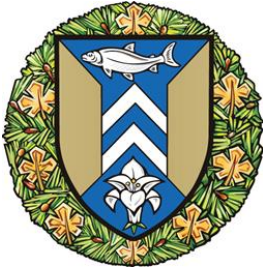
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development dated September 22, 2025 concerning Tourism Development Fund Applications – September 2025 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$22,000 as detailed below be approved.

1. Henderson Metal Fall Classic – \$10,000
2. Northeastern Ontario Regional Swim Meet – \$2,000
3. Conference Bid #2025-001 – \$10,000

Respectfully submitted,

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



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

COUNCIL REPORT

September 22, 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: Designated Heritage Property Grant 1048 Queen Street East

Purpose

The purpose of this report is to seek Council approval of a \$1,452 grant to support the restoration and painting of the porch at 1048 Queen Street East, which is a designated heritage property.

Background

The Sault Ste. Marie Municipal Heritage Committee (SSMMHC) is a committee of Council committed to the identification and preservation of buildings, structures, and lands of cultural and/or historical value or interest and to initiating and promoting a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the *Ontario Heritage Act*. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures, which ensure the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000 for a single applicant.

The SSMMHC received a Designated Heritage Property Grant application from the owner of 1048 Queen Street East (Eastbourne) to support the restoration and painting of the porch. The property is a heritage building designated under Part IV of the *Ontario Heritage Act* in 1981.

Analysis

The designated heritage property grant application was reviewed by the SSMMHC. The estimated cost of the project is \$2,199.70. The following resolution was passed at the September 3, 2025 meeting of the SSMMHC:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend that a designated heritage property grant for 1048 Queen Street East in the amount of \$1,452 for the repairs to the porch and painting of railing, porch and columns in the same white colour approved.

Financial Implications

The 2025 budget for designated heritage property grants is \$12,000. The budget can accommodate the request.

Strategic Plan / Policy Impact / Climate Impact

This report is connected to Quality of Life: Arts and Culture – Promote and conserve heritage assets.

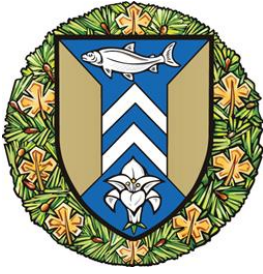
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated September 22, 2025 concerning Designated Heritage Property Grant 1048 Queen Street East (Eastbourne) for a grant in the amount of \$1,452 to support the restoration and painting of the porch at 1048 Queen Street East be approved.

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

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Pedestrian Crossovers

Purpose

The purpose of this report is to address the Council resolution regarding pedestrian crossovers.

Background

On August 11, 2025, Council passed the following resolution:

Whereas pedestrian crosswalks have been installed throughout the community, commencing with the first ones being installed in 2019; and

Whereas in certain instances, flashing lights that identify a pedestrian crosswalk are installed on the roadside pole, and in other instances, are installed both on the roadside pole, and the overhead arm above the traffic lane; and

Whereas the Ontario Traffic Manual indicates the standard for pedestrian crossovers in Ontario is a flashing light on the roadside pole; and

Whereas it is an added, but not required, safety precaution to have a flashing light also installed on the overhead arm above the traffic lane;

Now Therefore Be It Resolved that Council of the City of Sault Ste. Marie request staff to review and report as to the feasibility of all pedestrian crossovers installed going forward having both flashing lights on the roadside pole, and flashing lights on the arm above the traffic lane; and

Further regarding the integration of overhead flashing lights into existing pedestrian crossovers as funds are available within existing operational budgets.

A pedestrian crossover (PXO) is a type of crossing that requires drivers and cyclists to stop for pedestrians that are intending to cross the road. All PXOs have specific signs and pavement markings, while some have flashing lights and overhead signs. A crosswalk is a marked path typically at an intersection governed by pedestrian signals.

There are four types of PXO described in the Ontario Traffic Manual.

Level 1 Type A PXO are the traditional crossing with the overhead flashing beacons and push buttons that are recommended for high speed, high volume multi lane roads. This type of PXO has been replaced in many municipalities with mid-block pedestrian traffic signals or pedestrian intersection traffic signals due to concerns with drivers and pedestrians not understanding how to use them.

There are three types of Level 2 PXOs that are used in Ontario: Level 2 Type D, C, and B:

- Type D PXOs use the ladder crossing pavement markings, a yield to pedestrian line, and signage.
- Type C PXOs have all the same features as Type D, but also include the rapid flasher beacons and accessible pedestrian signal.
- Type B PXOs have all the features of Type C with the addition of the overhead sign.

Appendix A shows the typical PXO layouts and photos of select PXOs in the community. Appendix A also shows the typical layout of PXOs at a mid-block crossing.

PXOs are regulated by the Highway Traffic Act. The duties of a driver when a pedestrian is crossing on the roadway are to stop before entering the crossover; to not pass another vehicle already stopped at the crossover, and to not proceed into the crossover until the pedestrian is no longer in the roadway.

The duties of a pedestrian are to not leave the curb or place of safety at a pedestrian crossover and walk, run or move into the path of a vehicle that is so close that it is impracticable for the driver of the vehicle to stop. It takes compliance from both pedestrians and drivers for PXOs to function properly.

It is important to note that drivers are required to stop when there is a pedestrian showing an intent to cross due to the presence of the “stop for pedestrians” sign and not because the flashing beacons have been activated. The flashing beacons are to draw extra attention to a PXO only and are not intended to provide any other direction to the driver or pedestrian. A pedestrian can still use a PXO in accordance with their duties without activating the flashing beacons.

There are currently 12 PXOs installed throughout the community. Eleven of these are Level 2, Type B with rapid flashing beacons and the overhead sign, and one is a Level 2, Type C with only the rapid flashing beacons and no overhead sign.

Of the 12 PXOs installed, the City has used two different suppliers for the equipment: nine from the first supplier and three from the second supplier. The City switched suppliers because the first supplier's equipment is obsolete and it is difficult to repair. There were challenges with the equipment from the first supplier which includes the size of battery, the charging system, an increase in downtime, and susceptibility to vandalism and theft. The equipment from the second supplier is more economical, has a better battery and charging system, good customer support, and is manufactured in Canada. The second supplier has said that the equipment cannot support additional rapid flashing beacons. City staff have not completed a thorough review to see if modifications can be made.

The City has undertaken an extensive education campaign to educate the community about how to use PXOs. This includes a dedicated page on the City's website (www.saultstemarie.ca/PXO), multiple instructional videos, radio ads, social media posts and reels, media interviews, news releases with reminders, and a news release when a new PXO is installed.

Analysis

The PXO at Churchill Boulevard and Queen Street was previously modified to include a rapid flashing beacon on the overhead sign. This was a modification to the standard PXO layout as defined by the OTM and was recommended through a traffic safety analysis to address the non-standard pole location. Due to underground infrastructure, the north side pole was unable to be installed at the normal distance from the curb. Recently, rapid flashing beacons were added to the PXO at Pine Street and Pleasant Drive. A sketch showing the modified Level 2, Type B PXO with a rapid flashing beacon on the overhead sign is included in Appendix A.

Adding the additional rapid flashing beacon to the overhead sign would bring additional attention to a PXO when it is activated; however, this can only be completed at Level 2 Type B PXO that have the equipment from the first supplier which does not achieve Council's goal of uniformity across all PXOs. According to the OTM, if additional safety measures are required, a PXO should be replaced with a pedestrian traffic signal which provides the enhanced safety for pedestrians.

There is also some concern that local drivers are being trained to only respond to the flashing beacons and not respond to the presence of a pedestrian or obey the regulatory signage. Level 2, Type D PXOs, without flashing beacons and overhead signs, are well-used in other areas of the province, including low-volume roads, roundabouts, and right-turn channelization. While Type D PXOs are not currently in use in the community, they can be a useful tool in certain situations where flashing beacons are not allowed or warranted. If Level 2 Type D PXOs are

ever implemented, drivers will need to recognize the signage for PXO and obey without the presence of flashing beacons. Consistency and predictability of PXO features make them safer in the community and across the province.

The following steps are recommended to address the installation of an additional flashing beacon on the overhead sign at the existing PXO locations:

- Through data collection, staff undertake PXO compliance studies to prioritize locations that could benefit from additional flashing beacons, if supported by existing equipment.
- Install additional flashing beacons at locations recommended by the Manager of Design and Transportation Engineering.
- For future PXO installations, select equipment suppliers that eliminate or reduce the challenges experienced to date and that can support the additional flashing beacons. If no comparable options can be found, continue with the use of the current supplier.
- Continue with education campaigns.

Financial Implications

While there are no immediate financial implications attached to this report, the cost to add the flashing beacons ranges from \$2,000 to \$8,000 depending on the setup. The recent costs to replace the equipment at an existing PXO, if necessary, is approximately \$15,000. These additional costs can be accommodated within existing and future operations budgets.

Strategic Plan / Policy Impact / Climate Impact

Traffic related recommendations are related to the infrastructure and quality of life focus area of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated September 22, 2025 concerning Pedestrian Crossovers be received and that staff perform PXO compliance studies to develop a list of priority locations that may be enhanced through the additional flashing beacons installed on the overhead sign.

Respectfully submitted,

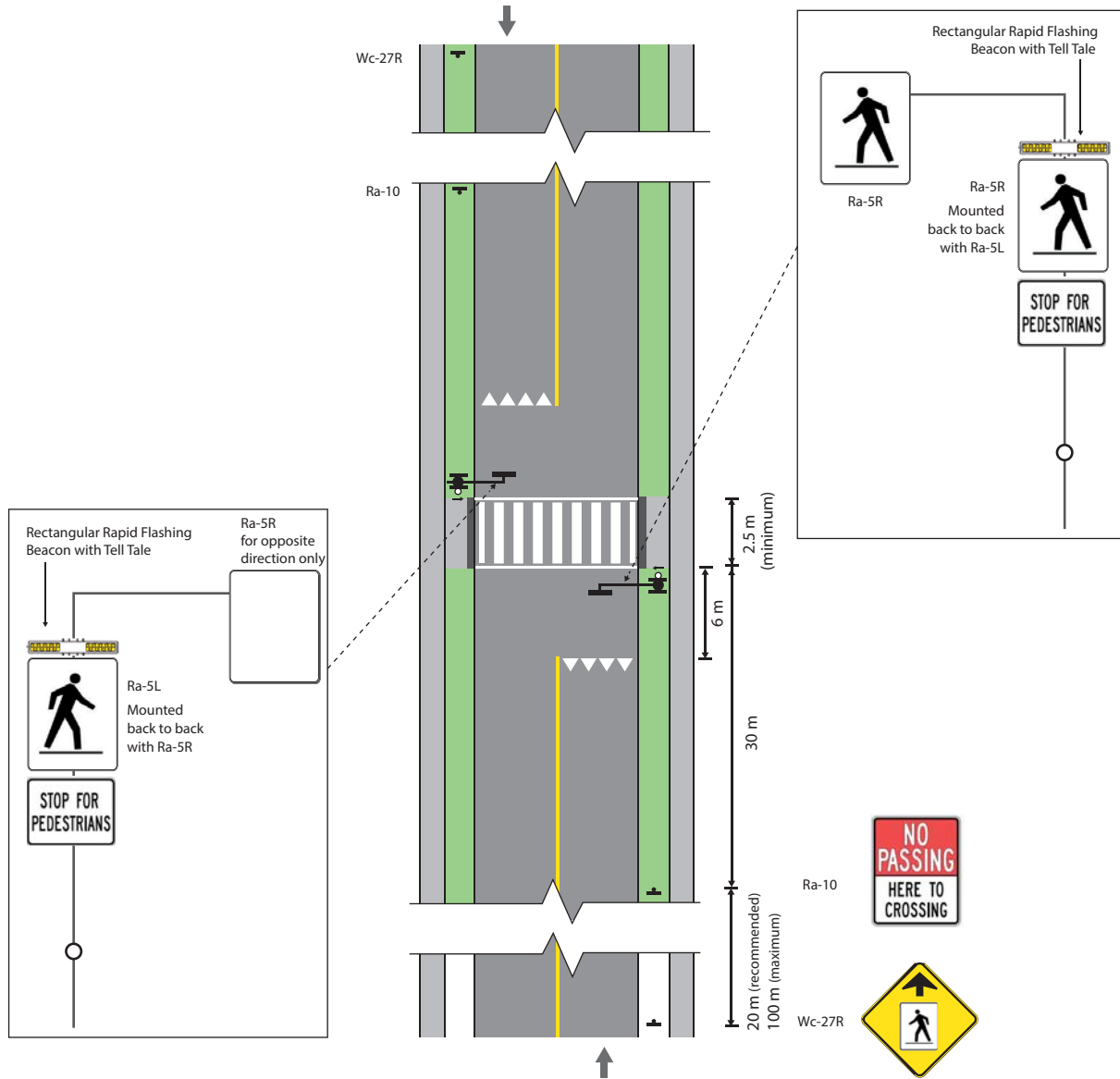
Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

m.mcauley@cityssm.on.ca

Appendix A - Typical Pedestrian Crossover Layouts



General notes:

- Required illumination of pedestrian crosswalk and waiting area to be provided
- Accessible as per AODA

○ Pushbutton

N.T.S.

Figure 21: Pedestrian Crossover Level 2 Type B – Mid-block (2-lane, 2-way)

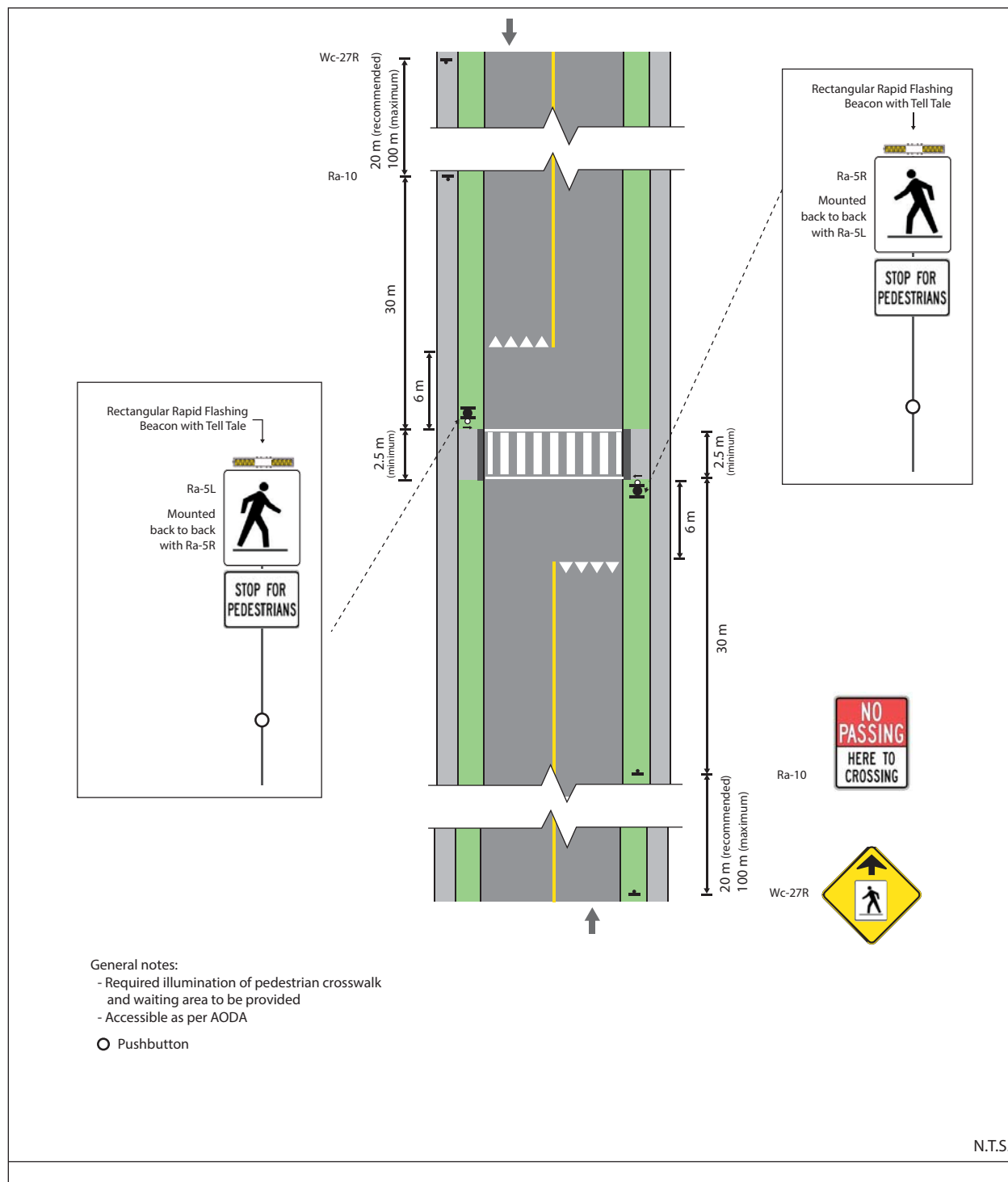


Figure 30: Pedestrian Crossover Level 2 Type C – Mid-block (2-lane, 2-way)

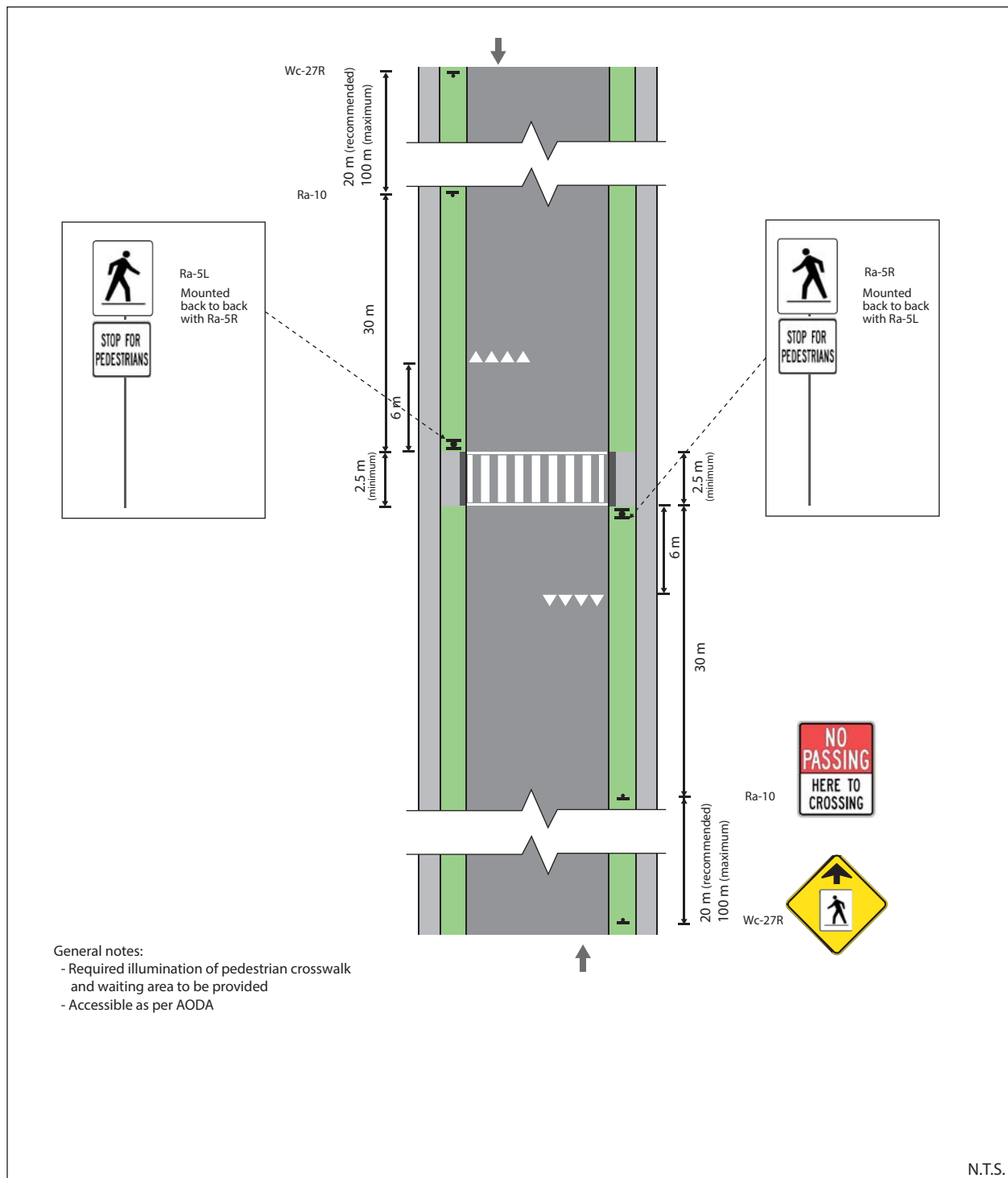
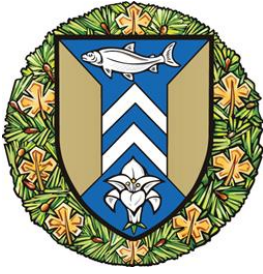


Figure 39: Pedestrian Crossover Level 2 Type D – Mid-block (2-lane, 2-way)



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, City Solicitor
DEPARTMENT: Legal Department
RE: Hope's Cradle

Purpose

The purpose of this report is to provide Council with information regarding risks, liabilities, and operating costs should it advance with the implementation of Hope's Cradle.

Attachment

Attached is Council report dated June 23, 2025 by Fire Chief Peter Johnson and letters from agencies.

Background

A resolution was passed on October 10, 2023 requesting staff to work with appropriate agencies and report back to Council with a recommendation for implementing Hope's Cradle in a central location in Sault Ste. Marie. On June 23, 2025, an information report from staff containing information from these agencies was tabled and deferred for information regarding the risks, liabilities, and ongoing operating costs of such a program.

Analysis

Of the agencies circulated and whose letters form part of the June 23, 2025 report to Council, only the Chief of Paramedic Services of DSSAB supported Hope's Cradle. The other agencies cited operational and legal issues under Ontario law.

Response from the City's insurer:

The City's insurer confirmed that it would need to see the relevant agreements between the City, Hope's Cradle, and the local Child Care Agency regarding surrender before confirming if it would extend coverage. Specifically, an agreement with child services would be required to confirm a collaborative approach and understand the timelines for the transfer of care of the infant from Fire/EMS. This is an indicator that, before even considering whether the program can benefit from the City's insurance policy, transferring risk by a formal agreement would be required. The City's advancing its involvement in the program without coverage, or

in the event the claim is found to be outside its coverage, would result in out-of-pocket costs to defend and the payment of any awarded claim.

The response also highlights the need for support and collaboration with Childcare Agencies, which the responses received suggest the program lacks.

Authority:

Another aspect of risk to the City is that child welfare and child protection are more specialized fields of activity and are not currently offered by the City, and they are not mandatory or legislated municipal services. The Ontario Ministry of Children, Community, and Social Services handles these services, as do other community agencies under the guidance of provincial government policy. Without clear legislation for the operation of the program, other than the City's broad powers under the *Municipal Act*, it could be that the program lands outside the City's jurisdiction of powers. Any time the City interjects itself into a new municipal service, it takes on risk that could lead to being found liable for an aspect of its involvement.

Provincial framework:

This is an area of concern because when the City consulted its insurer regarding the program, it stated that: "Working closely with legal authorities and relevant organizations is crucial to managing the risks and responsibilities associated with this process".

Per the agencies this program was discussed with, it was confirmed that Ontario does not have "Safe Haven" legislation. It does have the *Child, Youth and Family Services Act*, 2017, and a system where specific steps take place to support the child and family. A subject expert, along with the agencies consulted, all have reservations that these programs could undermine the legislative regime through interference with the specific steps impacting the integrity of the welfare system. The program could also facilitate a criminal offence related to abandonment (Section 218 of the *Criminal Code*), exposing the parent, and potentially the municipality, to criminal liability if harm occurs or authorities deem abandonment to be unlawful. It also enables one party, or no consent, when leaving the infant, as opposed to both parents, as required under the law. Aspects that conflict with Provincial policy objectives frustrate the City's insurer's requirement that the program comply with all relevant Provincial and Federal laws, exposing the City to potential liability.

Action to mitigate: None contemplated except for awaiting clarity from the Ministry of Children, Community, and Social Services and/or support from agency partners.

Duty of Care:

The infant is entering the City's property, which creates a duty of care.

Staff at the firehall will all require training on the protocols, and in the event of a misuse of the basinet, they must be emotionally prepared for what may be discovered. Also, operationally, staffing at the firehall is not available 24/7 to attend to the secure, temperature-controlled surrender site due to the primary duties when responding to a call for services. This could see the infant remain unattended for prolonged periods. Failure to retrieve, observe, or act appropriately could expose the municipality to liability if harm occurs. System malfunction has led to loss of life as experienced by an [Italian-based program](#).

Action to mitigate: Regular training on the protocol will be required, but the risk of emotional trauma cannot be easily mitigated and can be an ongoing cost to the City while extending support to the impacted staff. Having the basinet regularly serviced and inspected by a third-party provider would be recommended; however, it's likely that the program risk would not be transferred under the maintenance agreement. Another option would be an alarm to notify the person delivering the infant that the door is open. An alarm could be misinterpreted, causing panic or anonymity concerns. Also, a third-party monitored alarm system could mitigate staff's inability to tend to the infant due to other duties. This also means the use of fire services is not necessary for the host. The monitoring agreement is unlikely to see the programs' associated risk transferred by way of a service agreement.

Privacy:

Anonymity and privacy are pillars of the program, ensuring this may not be feasible if visual, recorded, or agency investigation leads to the discovery of the parent. While the City can manage video surveillance on its property, other cameras or bystanders may see the delivery, leading to privacy concerns. It is also the child services' mandate to investigate any infant abandonment, as well as the Police in certain instances. This responsibility extends to staff receiving the infant, which means privacy is not guaranteed, as it could result in statutory non-compliance.

Action to mitigate: No contemplated means mitigate the risk that the person is identified or a breach of privacy is alleged, but a privacy impact assessment could assist, as could staff training on privacy and integration of the Information and Privacy Commission's best practices. Also, while counterintuitive to the program, transparency on the fact that anonymity may not be guaranteed is suggested.

Some alternative approaches to avoid the City incurring risk or liability could include,

- 1) A strict funding-only approach.
- 2) To have Hope's Cradle partner directly with child services agencies, who could then properly integrate the program into the existing framework.

- 3) A hospital-led initiative, such as Angel's Cradle, or an offsite location fully run and operated by a group other than the City.

This is a well-intentioned initiative that may offer a humanitarian benefit in situations of crisis. While mitigation strategies are contemplated, the City's involvement creates foreseen and unforeseen risks and liabilities that the City would likely not be able to entirely absolve itself of. This is more likely to be the case if doing so without the support of the subject expert agencies to guide the program and protocols. Until Ontario creates a provincial safe-surrender framework, the program exposes the municipality to authority concerns, duty of care liability, privacy violations, and operational risks that are hard to fully mitigate, and therefore, it would be preferred to see a hospital-led or CAS/agency-led program on non-municipal property or funding provided to the charity.

Financial Implications

The initiative's ongoing operational costs were confirmed to be \$1,000 annually based on a similar program operating in one Ontario municipality. This operational amount is exclusive of third-party monitoring, regular maintenance, and ongoing training, to mitigate risk, or out-of-pocket costs from a claim or premium increases, collectively estimated between \$5,000 to \$10,000.

Furthermore, the upfront financial implications of implementing Hope's Cradle are estimated between \$30,000 and \$50,000. A privacy impact assessment, agreement(s), and protocol development could see the initial capital cited landing on the higher end of the estimate.

Strategic Plan / Policy Impact / Climate Impact

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

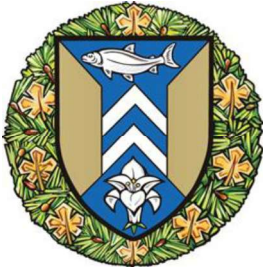
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated September 22, 2025 concerning Hope's Cradle be received as information.

Respectfully submitted,

Jeffrey King
City Solicitor
705.759.2662
j.king3@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

June 23, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Peter Johnson, Fire Chief
DEPARTMENT: Fire Services
RE: Hope's Cradle

Purpose

The purpose of this report is to provide Council with information regarding Hope's Cradle.

Background

A resolution was brought forward on October 10, 2023, stating:

Whereas a person may choose to bring their pregnancy to term, but may not be willing or able to care for the child due to extenuating circumstances that may include, but are not limited to: poverty or financial hardship; gender based violence; involvement in human trafficking; struggles with mental health and/or addiction; religious and/or social stigma; sexual violence such as rape or incest; and

Whereas these factors could also contribute to individuals being unable to access services within the system such as abortion or adoption; and

Whereas stigmatizing the need for a person to surrender a baby without question or penalty has led to babies being left in unsafe situations, resulting in the otherwise preventable death of some infants, and

Whereas while the preservation of birth parent information, relationships and cultural backgrounds are all very important, saving the life of the infant in these dire situations must be the first priority; and

Whereas Hope's Cradle is a safe alternative to an unsafe abandonment, serving as a last resort for birth parents and infants who need it; and

Whereas alternatives that encourage prevention of unsafe abandonment will save the lives of these infants.

Now Therefore Be It Resolved that staff be requested to work with appropriate agencies and report back to council with recommendations for the implementation of Hope's Cradle in a central location in Sault Ste. Marie.

Hope's Cradle is a secure, temperature-controlled, safe surrender site installed at a designated community site. It allows a parent or guardian in crisis to anonymously and safely leave an unharmed newborn in the care of authorities. It has been developed in partnership with the non-profit organization Gems for Gems. The initiative is designed to prevent infant abandonment and offer a compassionate option for individuals who feel they have no other recourse.

The cradle is accessible from the outside of the building and is equipped with a silent alarm system that notifies internal personnel immediately upon use. Inside the cradle, parents are offered supportive resources and a letter explaining the process and available help. The safety and well-being of the infant are prioritized at all times, and child welfare services are promptly engaged upon use.

Analysis

As part of gathering details for this report, the following community stakeholders were contacted to discuss the resolution: the Children's Aid Society of Algoma, City of Sault Ste. Marie Police Services, Nogdawindamin Family and Community Services, and Adopt Ontario.

All of these community stakeholders have submitted letters outlining their position (see attached).

Hope's Cradle provides a mechanism for the anonymous and safe surrender of newborns through partnerships between a community stakeholder (host site) and child welfare agencies. While Ontario does not have explicit "Safe Haven" legislation, this practice raises concerns brought forward by the Children's Aid Society of Algoma (CAS) and is based on knowledge of child welfare practices, including the Child, Youth and *Family Services Act, 2017* (CYFSA), which is the legislation that directs child welfare practices in Ontario.

The supplied letter states that CYFSA, 2017, establishes a legal framework for adoption in the province of Ontario and establishes openness as the default approach to adoption in this province. Openness in adoption means an adopted child may maintain some degree of contact with their birth parents, siblings, extended family members, or other individuals with whom the child had a significant relationship prior to the adoption.

In summary, Children's Aid Societies are mandated under the CYFSA to protect children and support families. While CAS agencies are committed to child safety, they have expressed concerns that Hope's Cradle:

- Circumvents the legislated intake and assessment process;

- Prevents identification and evaluation of the family's situation, including possible reunification or kinship placement options; and
- Limits the child's ability to know their biological family, medical history, or ancestry.

As such, CAS may argue that supporting the existing child protection framework is more consistent with the best interests of the child and the integrity of Ontario's child welfare system.

The City of Sault Ste. Marie Police Service was consistent with CAS, stating, "while the initiative is well-intentioned, existing legislated processes already allow for the safe and responsible transfer of child custody." Further, Police Services consulted with their Statistical Analysis Unit and senior leadership to determine that there is no data (locally) to support the need for this initiative.

Police Services has also raised operational and legal concerns about the anonymous surrender of children outside of a formal legal process. Key issues include:

- The potential conflict with section 218 of the *Criminal Code* (Abandonment of a Child), which remains open to interpretation;
- Challenges in conducting investigations or validating that the surrender was voluntary, non-coerced, or free from criminal circumstances; and
- Difficulty in tracing any history of abuse or neglect if the identity is unknown.

Police Services prefer intervention through the formal CAS referral and legal custody framework already in place to ensure appropriate oversight and accountability.

In consultation with Nogdawindamin Family and Community Services, there was concern about the implementation of this initiative. The concerns discussed centred around the lack of ability to continue with continuity in maintaining Indigenous heritage and cultural background. There would be detrimental impacts on a child's well-being that resembled actions such as the "60's scoop" and the legacy of residential schools.

The Chief Executive Officer from Nogdawindamin strongly encouraged that the City consult with the seven North Shore communities and other Indigenous agencies in Sault Ste. Marie to establish a path forward before implementation is decided.

Nogdawindamin Family and Community Services have opposed the implementation of Hope's Cradle due to the risk of cultural erasure and the historical context of child apprehension in Canada. Concerns include:

- The loss of identity, ancestry, and connection to community which may have long-term psychological and spiritual impacts on Indigenous children;
- A continued pattern of separating Indigenous children from their culture, echoing harmful legacies such as the Sixties Scoop and residential schools; and
- The inability of Indigenous child welfare agencies to assert jurisdiction or support culturally appropriate alternatives when the child's origin is unknown.

From a reconciliation and rights-based perspective, Indigenous leaders and agencies advocate for solutions that prioritize family preservation and culturally informed care.

Discussions with the Adoption Council of Ontario (ACO) focused on acknowledging the intent behind Hope's Cradle to provide an anonymous avenue for parents to safely relinquish their child; they also state that the program contradicts legislation currently laid out in CYFSA 2017. Citing "the act speaks directly to the implementing prevention, early intervention, and community support services for children and their families". ACO has offered to provide support, education, and outreach to staff or families.

Adoption Council of Ontario has ethical and professional reservations, including:

- The lack of transparency and documentation in anonymous surrender can hinder future adoption planning, openness arrangements, and the child's right to access their origin story;
- Missed opportunities for open adoption or family-based solutions, which are increasingly considered best practice in Ontario; and
- Concern that Hope's Cradle could create a parallel, informal pathway to adoption without oversight from Ontario's adoption authorities.

ACO supports enhanced crisis intervention services, pregnancy support, and access to counseling within the existing legal framework rather than the creation of an alternative surrender mechanism.

While Hope's Cradle aims to provide a life-saving and compassionate option for parents in crisis, as stated in the letters attached, key community stakeholders do not support its implementation. Their concerns are rooted in the potential for unintended consequences, particularly around the loss of identity, disconnection from cultural heritage, and deviation from Ontario's established legislative framework for child protection and family services. These concerns must be weighed carefully, particularly around the long-term implications for the child's

identity, access to heritage, and legal safeguards provided by current provincial legislation. An ongoing dialogue with these stakeholders is essential to ensure that any action taken reflects a shared commitment to the best interests of vulnerable children while respecting legal, cultural, and ethical considerations.

Given the input received from stakeholders involved directly with adoption and children's services, staff recommends not proceeding with a Hope's Cradle initiative at this time.

Financial Implications

The upfront financial implications of implementing Hope's Cradle are estimated between \$30,000 and \$50,000. The initiative will also incur ongoing operational costs, which are currently not available. A suitable location would also have to be determined prior to implementation.

The funding of Hope's Cradle would also have to be further reviewed with community stakeholders should Council decide to proceed.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated June 23, 2025, concerning Hope's Cradle be received as information.

Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

p.johnson@cityssm.on.ca



Children's Aid Society of Algoma

Société de aide à l'enfance d'Algoma

Head Office: 191 Northern Ave East, Sault Ste. Marie, ON P6B 4H8

Phone: 705-949-0162

Toll Free: 1-888-414-3571

Fax: 705-949-4747

Website: www.algomacas.org

February 13, 2025

Peter Johnson CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St. P6A 2W1

Re: Hope's Cradle

Dear Chief Johnson,

Thank you for inviting the Children's Aid Society of Algoma to provide input into the study of the possible establishment of a Hope's Cradle in Sault Ste. Marie. We are aware that Hope's Cradle is intended to provide, "a safe and anonymous surrender of the baby thus protecting its life and the anonymity of the mother. Provided the baby shows no signs of abuse, the anonymity of the mother will be entirely protected."

During my discussion with you, and my discussion with Councillor Caputo, I shared concerns related to the implementation of such a program. These concerns are based on knowledge of child welfare practice, including the *Child, Youth and Family Services Act, 2017 (CYFSA)*, which is the legislation that directs child welfare practices in Ontario.

The Preamble of the *CYFSA* states, "Children and families have better outcomes when services build on their strengths. Prevention services, early intervention services and community support services build on a family's strengths and are invaluable in reducing the need for more disruptive services and interventions... Services to children and families should, wherever possible, help maintain connections to their communities..." Further, the Purpose of the *CYFSA* states, "While parents may need help in caring for their children, that help should give support to the autonomy and integrity of the family unit and, wherever possible, be provided on the basis of mutual consent... Services to children and young persons should be provided in a manner that that recognizes their cultures, heritages, traditions, connection to their communities, and the concept of the extended family."

The Children's Aid Society of Algoma believes that Hope's Cradle does not afford time and opportunity for the necessary clinical services to occur to meet this statutory requirement. Additionally, the Hope's Cradle model risks that infants may be relinquished without the willful consent of a parent where that parent is a victim of violence or human trafficking.

The *CYFSA* establishes the legal framework for adoption in the province of Ontario, and establishes openness as the default approach to adoption in this province. Openness in adoption means an adopted child may maintain some degree of contact with their birth parents, siblings, extended family members, or other individuals with whom the child had a significant relationship prior to the adoption. There are numerous

benefits of openness, including opportunities for a child to have an accurate and positive sense of identity and self-worth, reducing the impact of loss and facilitating grieving, and maintaining connections to relationships that are meaningful and beneficial to the child. Openness requires the personal information of important individuals in a child's life to be obtained by the Children's Aid Society. Relinquishment of an infant through Hope's Cradle may not afford an opportunity for the parent to receive independent advice about their rights and obligations. It may also cause the loss of custodial and access rights of the second biological parent without their knowledge or consent. If a situation were to arise where an infant was relinquished by an individual to a Hope's Cradle, the Children's Aid Society of Algoma would be required to make efforts to identify the infant's parents, as well as to establish if the infant has First Nation, Metis or Inuit heritage.

The Hope's Cradle model does not afford a child access to critical information about their identity and their heritages. The *CYFSA* directs that, "If a society intends to begin planning for the adoption of a First Nations, Inuk or Métis child, the society shall give written notice of its intention to a representative chosen by each of the child's bands and First Nations, Inuit or Métis communities. If a representative chosen by each of the child's bands or First Nations, Inuit or Métis communities receives notice...each band and community may, within 60 days of the representative receiving the notice, prepare its own plan for the care of the child." Without critical identifying information, rights of First Nations, Inuit, and Metis communities to plan for the care and well being of their members may be infringed.

In a situation where an infant is relinquished to a Hope's Cradle, the Duty to Report provisions from Section 125 of the *CYFSA* requires immediate and direct reporting by any person having knowledge of the relinquishment to the appropriate Children's Aid Society or Indigenous Child Well Being Agency.

To permit infant relinquishment in a manner that addresses these considerations, the Children's Aid Society of Algoma recommends that you consult with AdoptOntario, the Ontario Association of Children's Aid Societies, and the Ministry of Children, Community, and Social Services. Such consultations may facilitate the development of processes that address these considerations.

Respectfully,



Krista Budau, Director of Services
Children's Aid Society of Algoma

cc: Tracy Willoughby, Executive Director
Dawn Dubois, Lead Council,

KB/ki



Sault Ste. Marie
POLICE

A Modern Police Service for a Safer Tomorrow

May 2, 2025

Peter Johnson, CMM III
Fire Chief
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON P6A2W1

Dear Chief Johnson

RE: Hope's Cradle

Thank you for considering the Sault Ste. Marie Police Service as a community partner in your exploration of the Hope's Cradle initiative. We appreciate the intent behind this initiative and recognize its goal of providing a safe alternative for infant surrender. However, after thorough consultation with our Statistical Analysis Unit and discussions with senior leadership, the data does not support the need for this initiative in the Sault Ste. Marie area.

While the initiative is well-intentioned, existing legislated processes already allow for the safe and responsible transfer of child custody. These methods ensure proper oversight while safeguarding the welfare of both the child and the parent(s). Additionally, the anonymity associated with Hope's Cradle raises significant concerns, as it could hinder necessary investigative processes. In cases where there are indications of abuse, coercion, lack of consent, or underlying issues such as human trafficking or intimate partner violence, anonymity would obstruct our ability to intervene appropriately.

The Children's Aid Society of Algoma has also expressed concerns regarding the initiative. As outlined in their correspondence, Hope's Cradle does not provide the necessary time or structure for statutory clinical services to be properly conducted. I concur with Krista Budau of the Children's Aid Society of Algoma that further consultation with key stakeholders is essential before considering any steps forward.

Currently, mothers in crisis have the option to surrender their infants at hospitals through a process that, while not anonymous, ensures a warm hand-off. This approach allows for immediate medical and social assessments, ensuring that no external pressures, coercion, or extenuating circumstances are at play. It also provides the mother with access to critical support services, which could influence this profound decision.

Given the lack of data-driven justification and the concerns raised by other community partners, I am unable to support the implementation of Hope's Cradle in Sault Ste. Marie at this time.

580 Second Line E, Sault Ste. Marie, ON P6B 4K1
Phone (705) 949-6300 • TTY (705) 759-7349
www.saultpolice.ca



Sault Ste. Marie
POLICE

A Modern Police Service for a Safer Tomorrow

Thank you again for engaging us in this important discussion. Should further consultations take place, we would be open to participating to ensure that any initiative aligns with the best interests of the community and those it seeks to support.

Sincerely,

Brent Duguay
Interim Chief of Police

BD/II

580 Second Line E, Sault Ste. Marie, ON P6B 4K1
Phone (705) 949-6300 • TTY: (705) 759-7349
www.saultpolice.ca



March 31, 2025

Peter Johnson, CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St.
P6A 2W1

Re: Hopes Cradle

Dear Chief Johnson,

I want to say Miigwetch for meeting with Nogdawindamin Family & Community Services to provide input into the possible establishment of Hope's Cradle in Sault Ste. Marie. We are aware of Hope's Cradle and that it would provide anonymity for the mother to surrender her baby.

During our discussion, our agency shared concerns about implementing this program. As mentioned, we would be very concerned that these babies could have Indigenous Heritage, and Hope's Cradle would not allow a child to access important information about their heritage. We explained that historically, many Indigenous children were impacted by systems such as the 60's scoop, where children were adopted by many non-Indigenous families, and therefore, these children lost their connection to family, community and culture. This loss impacts a child's well-being and has detrimental impacts on a child's well-being.

As mentioned in our meeting, Nogdawindamin would not support the establishment of Hope's Cradle and would recommend that the city consult with the 7 North Shore Communities and other Indigenous Agencies in Sault Ste. Marie for further feedback.

Miigwetch,

Karen Kennedy,
A/ Chief Executive Officer



May 30, 2025

Peter Johnson, CMM III, Fire Chief
Sault Ste. Marie Fire Services
72 Tancred St. P6A 2W1
Email: p.johnson@cityssm.on.ca

Dear Peter:

Thank you for sharing time and meeting with me last month to discuss the Hope's Cradle initiative. We would like to take a moment to applaud your effort in exploring alternate means to support birth parents and their children. While we understand the intent of the program is to provide an anonymous avenue for a parent(s) to safely relinquish their child, we are also aware that the program contradicts legislation currently laid out in the *Child, Youth and Family Services Act (CYFSA)*. The Act speaks directly to implementing prevention, early intervention and community support services for children and their families. The premise of Hope's Cradle makes it so that these guidelines would not be achievable. In short, the Adoption Council of Ontario could not support an initiative that contradicts the CYFSA. However, if further information is presented that would change the premise of the conversation, we would be happy to explore this further at that time.

If there are any future opportunities for the ACO to provide support, education or outreach to your staff or families in your community, please let us know. We strive to educate the public about adoption, connect, support and advocate families and children touched by adoption.

If we can be of any further assistance, please don't hesitate to reach out. Our office is open from Monday – Friday 9:00 a.m. to 5:00 p.m.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Shaw'.

Kaitlyn Shaw, B.S.W.
Centralized Adoption Intake
Services Manager (Interim)

A handwritten signature in black ink, appearing to read 'K. Moore'.

Karen Moore, MA (Leadership), BSDS, ECE, RSW
Executive Director



Kate Kirkham
Chief, Paramedic Services
DSSMSSAB

June 23, 2025

Thank you for the opportunity to share a professional perspective on the potential benefits of the Hope's Cradle initiative for the community of Sault Ste. Marie.

As Chief of Paramedic Services for the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB), I bring twenty-eight years of experience as a paramedic, including the last four in this leadership position. I also lead DSSMSSAB's involvement in implementing a community-wide homelessness strategy focused on addressing the complex and interconnected challenges facing vulnerable populations in our region.

In recent years, the landscape of 911 calls has changed. Where paramedics once predominantly responded to trauma, accidents, and acute medical events, they now see complex mental health crises, opioid poisonings, and the broad impacts of social vulnerability. The frequency of opioid-related calls and mental health emergencies has increased. This rising trend has strained emergency services and exposed gaps in community safety nets.

Paramedics often encounter people facing the consequences of unmet social and health needs. This includes mothers who may not be able to safely care for themselves or their infants. These cases often arise amidst complex and compounding challenges such as untreated mental health conditions, substance use, poverty, domestic violence, and social isolation.

Paramedics are sometimes the first or only point of healthcare contact for these mothers. They may be called to assist with an emergency birth outside the hospital or to give care when there's a concern for an infant's wellbeing. They see babies born in unsafe environments and mothers who are unwilling or unable to reach out for help.

These concerns are not hypothetical; they reflect the real experiences of paramedics in Sault Ste. Marie. We know that not every high-risk situation leads to a 911 call. Some of the most vulnerable individuals may never seek help, leaving them and their babies at significant risk. Given the socioeconomic challenges, mental health needs, and social stigma that persists in Sault Ste. Marie, the risk of infant abandonment, while rare, remains

a real and concerning possibility. A non-judgmental and supportive alternative like Hope's Cradle may offer a safe and effective solution in these unusual and serious cases.

As a leader in paramedic services and a partner in addressing the underlying causes of homelessness, substance use, and poverty in our city, I believe that an initiative like Hope's Cradle could provide meaningful protection for some of the most vulnerable members of our community, particularly mothers and at-risk infants. I support the implementation of Hope's Cradle in Sault Ste. Marie.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kate Kirkham', with a stylized flourish at the end.

Kate Kirkham
Chief of Paramedic Services

Rachel Tyczinski

Subject: FW: Hope's Cradle Support - Please share with council

From: Jill W.

Sent: Sunday, June 22, 2025 5:59 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Hope's Cradle Support - Please share with council

Hello,

I'm writing to voice my support for Hope's Cradle here in SSM as a local resident and taxpayer.

It should be voted on by council and voted in favor for its ability to save the lives of our most innocent: newborn babies.

Mothers who are facing homelessness, addiction, sex trafficking, or an unknown/unwanted teen pregnancy--all of which are occurring at high rates in our city--deserve a safe, anonymous way to surrender an infant.

The agencies meant to support this are not enough to prevent these innocent infant deaths because their processes are not healthy/bias-free, timely, or--in the case that the police/hospital are involved--safe from a prosecution. (Which is such a disgusting thing to even consider for such marginalized groups.)

As a concerned female citizen, I hope others will use their common sense and morals to see how this only supports our most vulnerable. To argue against this means you'd prefer harm and/or death come to innocent lives *first* before preventing it. Red tape and "a lack of research/numbers" are poor excuses in the face of being able to save even a few innocent, new lives locally.

Please vote wisely, as this policy benefits our community, being of our women, and our children.

-Jillian Wood

Subject: FW: Hope's Cradle in SSM

-----Original Message-----

From: Kirsten Duke

Sent: Sunday, June 22, 2025 3:58 PM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Hope's Cradle in SSM

Good afternoon,

Please forward my email below to all city councillors in advance of tomorrow's City Council meeting.

Councillors.

I hate to be here again. To be reminding you that investments in preventative public health measures, in the case of Hope's Cradle, that can keep babies alive. The relative cost to even an implied impact is immeasurable.

But that's it right? You're spending money that you aren't certain will have a return on investment. Does that sound familiar? The Honourable Mayor sat in front of you all last month explaining why Councils need to be arms length from a police budget. In effect, that you can't be guaranteed a return on investment.

The same logic applies here. If you think harm reduction from a police force works, then investments in other preventative public health measures shouldn't be difficult to understand. In fact, it almost seems like a no brainer in that context.

You never ever want to have something like Hope's Cradle to be used. But, we are also all aware changes are coming swiftly to our community, whether we like it or not. Tariffs, international wars, they will impact the financial roots of our community, and we may find ourselves in need of these supports far sooner than any of us would like.

I really would appeal to each of you to consider the long term impacts of this initiative, and in light of the local letters to the opposite recommendation, that you broaden the net and actually consider the other recorded, actual evidence that exists that support Hope's Cradle. Our community is just as proud as it is stubborn, and our systems and agencies reflect that.

You've all been capable of big, important decisions before. And I hope you will continue in that direction.

Kirsten Duke
Ward 2

Subject: FW: Please forward to all counsel. Re: Hope's Cradle

From: Katie Marchese

Sent: Monday, June 23, 2025 11:36 AM

To: City Clerk <cityclerk@cityssm.on.ca>

Subject: Fwd: Please forward to all counsel. Re: Hope's Cradle

Good day,

I'm writing this as a letter of support for the Hope's Cradle project.

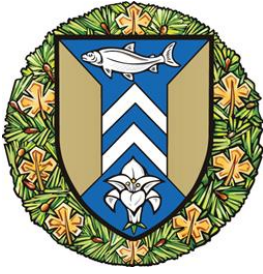
Counsellor Caputo is absolutely correct that our city needs one. As the mom of an adopted child, I too know the hoops that people need to go through to complete the process. It can take years, and leads to undue stress as paperwork is completed, for the adoption of a child who was given up at birth. The stress on the adoptive parents can affect the child in their care, and the stress on the biological family can increase drug use or depression. Everyone's story is different, but please please consider the benefit for the future children of SSM. Nogdawindamin's argument that a child could lose their connection to community and culture comes from a place of caring, I'm sure. A child's heritage may be temporarily unknown if they are surrendered, but isn't that better than being dead? Ancestry DNA and other tools can help.

With our opioid crisis, do you really think someone who is strung out and used to being looked over, is going to feel comfortable approaching an authority figure for help? They fear instant judgement and rejection. Same goes for a young teen mom, and countless others. A Hope's Cradle would allow them to make a choice, and not to feel any stigma by those in authority.

Please, please, pass the motion and allow Sault Ste Marie to move forward with this wonderful project. Worst case scenario it's approved and never used. Imagine its not approved though, and we hear the tragic news of an infants body found in a dumpster or a snow bank somewhere. Choose life. Choose a choice for the forgotten, that can save the innocent.

Thank you,

Katie Marchese



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, City Solicitor
DEPARTMENT: Legal Department
RE: Civic Centre Parking Lot

Purpose

The purpose of this report is to seek Council approval for an amendment to the City's Civic Parking By-law 90-245 to facilitate the implementation of scrambled parking.

Background

The Civic Centre is serviced by two parking lots, the north and south lots. As part of the practice, parking passes were given to both union and non-union management, and that pass would determine which lot the employee could park in. Additionally, Councillors, the Justice of the Peace, and some private entities are allocated parking within the Civic Centre parking lot. The lot is also accessible to the public after 5 pm and weekends. Special exceptions are made for events such as Rotary.

Analysis

Amendments to the Civic Centre Parking By-law are required to facilitate a scrambled parking arrangement. As part of the update, some additional housekeeping items have been included, and clarity was added to the CAO's authority to make changes to the designation and signage of parking spaces without the need to amend the by-law. The amendment and new parking arrangement is limited to staff-designated space and visitor parking at the Civic Centre. Public parking times remain unaffected. New signage will be installed that more clearly indicates the purpose of the parking spaces within the lots. Private entities that use the spaces have been notified of the proposed change and informed how these changes will look operationally.

Financial Implications

Implementation of the new parking arrangement is anticipated to have minimal infrastructure costs, primarily signage printed by Public Works that was already scheduled for replacement, and communications being performed by staff.

Civic Centre Parking Lot

September 22, 2025

Page 2.

Strategic Plan / Policy Impact / Climate Impact

The new parking arrangement promotes equitable access for all staff. Focus Area 4: Development of Employees, Advance diversity, equity, and inclusion in the workplace.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-128 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

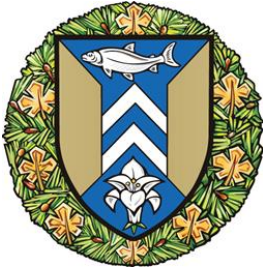
Respectfully submitted,

Jeffrey King

City Solicitor

705.759.2662

j.king3@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

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Seniors Drop-In Centre – Second Extension Agreement

Purpose

The purpose of this report is to request Council authorization of a second extension agreement as it relates to the Senior Citizens Drop-In Centre property located at 619 and 615 Bay Street (collectively the “Subject Property”).

Background

The City and the Ontario Housing Corporation originally entered into a Lease dated August 1, 1975 (the “Original Lease”), whereby the City leased the lands and premises comprising the Subject Property for the Senior Citizens Drop-In Centre. This Original Lease was thereafter amended on two separate occasions, specifically by Lease Amendment dated August 30, 1983 and by Lease Amendment dated June 2, 1988.

The Province subsequently passed Order in Council 2396/2000 which had the effect of transferring all the rights, interests, liabilities and obligations that Ontario Housing Corporation had in the Subject Property to the Sault Ste. Marie Housing Corporation (“SSMHC”).

The Original Lease was to expire on August 1, 2025. On July 14, 2025, Council passed By-law 2025-116, which authorized an Extension Agreement and extended the Original Lease on the same terms and conditions for a period of two months to provide time for negotiations to be completed.

Negotiations are well underway and a new Lease is being prepared. The Second Extension Agreement seeks to extend the Original Lease on the same conditions and on a month-to-month basis until the Lease is finalized. The Lease will then be brought to Council for approval.

Analysis

The Second Extension Agreement confirms the extension period will be on the same terms and conditions as the Original Lease.

Financial Implications

There will be no change to the financial arrangements during the extension period.

Strategic Plan / Policy Impact / Climate Impact

This Extension Agreement is linked to Focus Areas 3 Infrastructure, 1 Community Development and 4 Service Delivery of the Corporate Strategic Plan.

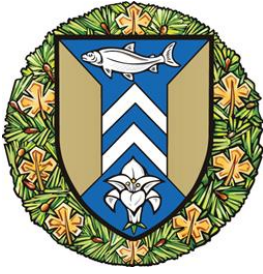
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-140 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel
705-759-5403
m.borowiczsibenik@cityssm.on.ca



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Lane Assumption, Closing and Conveyance – Lyons A
Subdivision

Purpose

The purpose of this report is to seek Council approval to assume, close and convey a laneway in the Lyons A Subdivision, Plan 6061.

Attachment

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

Background

The Legal Department received a petition to close and convey part of the public lane described as:

PART PIN 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE

The request was circulated to various City Departments and the Sault Ste. Marie Region Conservation Authority (SSMRCA) for comments.

The SSMRCA and the Building Department advised that they have no concerns or objections.

The Planning Department had no objections and recommended that consolidation transfers be registered and copies of such document(s) be forwarded to the Planning Department so that electronic and paper files may be updated.

The Engineering Department, Public Works and Community Development and Enterprise Services have no objections, concerns, or comments. An easement will be required by Bell Canada.

Analysis

Not applicable.

Financial Implications

There is no significant financial impact associated with this matter.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

Recommendation

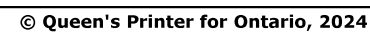
It is therefore recommended that Council take the following action:

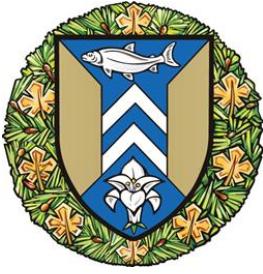
The relevant By-laws 2025-141 and 2025-142 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Joseph Cocchetto, Administrative Clerk – Housing Support
DEPARTMENT: Community Development and Enterprise Services
RE: Housing Community Improvement Plan Update No. 1

Purpose

The purpose of this report is to provide an update on the four financial incentive programs offered through the City of Sault Ste. Marie Housing Community Improvement Plan.

Background

On August 12, 2024 Council approved the City of Sault Ste. Marie Housing Community Improvement Plan (CIP).

On May 12, 2025 Council approved several amendments to the Plan, including increased per-door grant amounts and eligibility, as well as adding the Municipal Fees Rebate Program.

As part of the August 12, 2024 approvals, staff committed to providing Council with regular updates (twice per year) on the financial incentives contained within the CIP. The financial incentives include:

1. The Per-Door Grant Program:

Supports small-scale developments of up to four dwelling units.

2. The Tax Increment Equivalent Program:

Supports larger scale developments of five units or more. providing an annual grant in the form of a rebate on the incremental increase in municipal property taxes, post development.

3. The Sault Foundations Program:

A grant of up to \$30,000 available to non-profit landowners to fund studies assessing the feasibility of creating “missing middle” housing.

4. The Municipal Fees Rebate Program:

A grant providing rebates on municipal fees related to applications made under the *Planning Act*, the *Ontario Building Code*, and other fees. The Rental Housing CIP was amended on May 12, 2025 to include this incentive.

Analysis

Please refer to Appendix A for a more detailed summary of applications to date.

1. Per-Door Grant Program

Per-door grant applications are accepted in established intake periods. Intake 1 was from January 1, 2025 to March 31, 2025, and intake 2 was from April 1, 2025 to July 31, 2025. Intake 3 is underway, with a deadline of September 30, 2025.

The first intake period saw eight approved applications. Four applications were not approved due to unpaid property taxes and/or property standards issues. The approved applications resulted in 18 dwelling units, 14 of which are affordable, with a total grant value of up to \$605,000.

The second intake saw one approved application. Three applications that were not approved due to property standards issues. One application was brought forward as an uninhabitable dwelling; however, upon further review the issues were deemed to be cosmetic in nature. The approved applications resulted in a total of two dwelling units, both of which are affordable, totaling a grant value of up to \$50,000.

Between intakes 1 and 2, there was a substantial decrease in the proportion of affordable units. That correlates with the May 12 amendments to the CIP which increased per-door grant eligibility to include market rate units within Precinct 2, which includes other Strategic Development Areas outside of the First Neighbourhoods/Downtown areas. There was also a noticeable drop in the number of applications, which is due in part to pent up demand when the CIP was first implemented. Having said this, the reduced number of applications highlights a need to re-establish education and outreach efforts. The estimated value of approved per-door grants across both intake periods is \$655,000.

2. Tax Increment Equivalent Grants (TIEG)

The TIEG program is available on a rolling intake basis. To date, there have been six approved applications resulting in a total of 127 units, 63 of which are affordable. The estimated value of the TIEGs is \$2,505,700.

3. Sault Foundations

There have been four applications, all by the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for a grant value of up to \$120,000.

4. Municipal Fees Rebate Program

The Municipal Fees Rebate Program was implemented in late June 2025. There have yet to be any approved applications; however, there are a number of pending approvals that will be communicated in the next update to Council.

Applicant Feedback

A concern raised by applicants is the required 20-year commitment to rent units at an affordable rate. Applicants feel that if the 20-year affordability commitment must be terminated prematurely, they should not have to repay the full amount of the grant.

That feedback was discussed during a meeting of the Affordable Housing Task Force on August 28, 2025 about whether would be possible to pro-rate agreements. At this point, no amendments are proposed; however, this concern will be monitored and in the future staff may look at a pro-rated process.

The relatively high costs associated with constructing new dwelling units is another concern raised by prospective applicants, who were initially interested in the program until they received construction quotes.

Financial Implications

The Per-Door Grants, Sault Foundations and Municipal Fees Rebate programs are funded through a combination of CMHC's Housing Accelerator Funding (HAF) and the Province's Building Faster Fund (BFF). The Tax Increment Equivalent Grant program is currently funded by the City through deferred revenues.

In total, \$1,415,000 of HAF and BFF funding has been allocated for year one of CIP implementation, and to date, up to \$820,000 has been awarded for the first six months of year one. Therefore, the program is generally on target.

Strategic Plan / Policy Impact / Climate Impact

The financial incentive programs established in the Housing CIP are consistent with Focus Area 1 of the Corporate Strategic Plan, specifically social equity, which expressly directs implementing a housing action plan with the goal of delivering affordable housing.

The CIP is designed to facilitate residential intensification and infill development, which is beneficial from a greenhouse gas reduction standpoint. Furthermore, the per-door grant scorecard awards developments that go above and beyond minimum requirements/standards with regard to energy efficiency, climate resilience and barrier-free measures.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Administrative Clerk – Housing Support dated September 22, 2025 concerning Housing Community Improvement Plan Incentive Programs Update be received as information.

Respectfully submitted,

Joseph Cocchetto

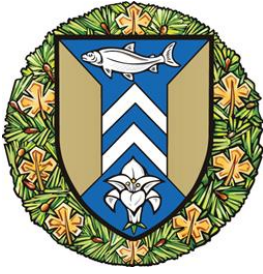
Administrative Clerk – Housing

Support

705.541.5169

J.cocchetto@cityssm.on.ca

Per Door Grant Application Info Table Intake 1 Jan-Mar 2025					
Applicant By Address	Precinct	Total Number of Units	Number of Affordable Units	Number of Market Rate Units	Amount Requested
463 Second Line w	2	1	1	0	\$ 45,000.00
61 Wellington Street E	1	4	4	0	\$ 140,000.00
168 March Street	1	2	2	0	\$ 55,000.00
538 Pine Street	3	3	1	2	\$ 75,000.00
49 Grandview Avenue	3	1	1	0	\$ 35,000.00
226 Cathcart Street	1	3	1	2	\$ 75,000.00
661 Goulias Avenue	3	4	4	0	\$ 180,000.00
Per Door Grant Application Info Table Intake 2 Apr-Jun 2025					
Applicant By Address	Precinct	Total Number of Units	Number of Affordable Units	Number of Market Rate Units	Amount Requested
29 Blue Jay CRT	2	2	2	0	\$ 50,000.00
Per Door Grant Applications Totals Intake 1 & 2					
Totals		Total Number of Units	Number of Affordable Units	Number of Market Rate Units	Amount Requested
Intake 1 Totals		18	14	4	\$ 605,000.00
Intake 2 Totals		2	2	0	\$ 50,000.00
Grant Totals		20	16	4	\$ 655,000.00
TIEG Application Info Table					
Applicant By Address	Precinct	Total Number of Units	Number of Units Affordable	TIEG Length (Years)	Estimated Total TIEG Value
1125 Pine Street	2	47	0	5	\$ 308,000.00
132 Second Line West	2	8	0	5	\$ 62,200.00
210 Pittsburgh Ave	3	9	0	4	\$ 54,000.00
349 Patrick Street (MNO)	3	20	20	13	\$ 645,500.00
349 Patrick Street (OAHS)	3	32	32	13	\$ 1,076,000.00
664 Second Line West	3	11	11	13	\$ 360,000.00
Totals		127	63		\$ 2,505,700.00
Sault Foundations Info Table					
Applicant By Address	Precinct				
90 Chapple Ave	2				
148 Dacey Rd	3				
597 Douglas	3				
662 Second Line W	3				
Total Amount Granted	\$ 120,000.00				



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair, CAO
DEPARTMENT: Chief Administrative Officer
RE: Former Sault Area Hospital Update

Purpose

The purpose of this report is to seek Council approval to enter into an agreement of purchase and sale with Green Infrastructure Partners (GIP) and Ruscio Construction for the sale of the former Sault Area Hospital (SAH) property.

Background

On November 18th, 2024, City Council awarded the sale of the former SAH site to two proponents who had submitted a joint response to the Request for Proposals (RFP). Green Infrastructure Partners (GIP) and Ruscio Construction were selected, and the terms negotiated by staff were approved to conclude an agreement of purchase and sale.

Since the approval, staff have worked to conclude an agreement with the proponents. The agreement with Ruscio Construction was negotiated and ready to sign in December. Ruscio Construction was waiting on approval of the GIP agreement to provide assurance that the former General Hospital will be demolished.

Staff have concluded negotiations with GIP and are returning to receive Council approval to proceed with an agreement. Key terms of the agreement with GIP include:

- A commitment to commence demolition within 45 days of the closing date and complete demolition of the former General Hospital site within 12 months (subject only to unavoidable delays).
- A commitment to develop a master plan for the site within 36 months from the Closing Date.
- GIP, or a Permitted Assignee, shall submit and secure building permits for construction with a maximum of five (5) years from the Closing Date.
- A reduction in the contribution from the City Demolition Reserve of \$120,000 to account for the negotiation delays. The original contribution was to be \$220,000, it is now \$100,000.

- The City will allow up to 6,800 metric tons of construction and demolition waste to the municipal landfill.
- GIP shall be permitted to dispose of brown exterior bricks from the property at the landfill or at other sites as agreed to between the parties (such materials can be crushed and used as granular material).
- GIP can dispose of contaminated soils originating from the property at the landfill, provided they meet acceptable Toxicity Characteristic Leaching Procedures (TCLP) rules for soil management (such material can be used as cover within landfill operations in the future).
- The City will provide \$190,000 of in-kind work for future services required by the development.

Analysis

The former Sault Area Hospital property is a waterfront property with tremendous development potential. The agreements reached with GIP and Ruscio Construction will see a number of positive benefits for the community:

- \$2M to the City from Ruscio Construction for the former renal building property.
- The redevelopment of the renal building with an application for building permits within twelve months.
- The demolition of the former General Hospital commencing within 45 days of the closing date and the complete demolition of the former General Hospital site within 12 months.
- Removing a blighted property on our waterfront that has experienced ongoing safety and security concerns.
- The preparation of the site for future development, which will provide future tax assessment to the City.

The proponents are two credible companies — GIP is one of Canada's largest and most diversified infrastructure companies, with the significant human and capital resources required to complete the demolition of the former General Hospital. Ruscio Construction is a respected local builder with a positive development track record in the community.

The City previously obtained quotes for the demolition of the former General Hospital. These quotes indicated the demolition of the property would cost up to \$4.6M and underscores the significant scale of the demolition project.

The purchase and sale of the former SAH site was a strategic community development investment. Council and staff were aware that the sale price through the RFP process would be less than the City's purchase price. The investment was made to redevelop two highly visible, blighted properties on the community's waterfront with the expectation that the City investment will be recouped and exceeded through future municipal tax revenue. A full payback is expected in 6-12 years, pending market conditions. The impact of tariffs was not known at the time

of the City purchasing the former Sault Area Hospital land, and ongoing impacts will need to be monitored.

The sale to GIP and Ruscio Construction will also enable the development of new residential units in the community, which are required for housing needs and to meet Provincial housing targets.

Financial Implications

The \$2M installment payments for the sale of former renal building property will be returned to the contingency reserve as they are received.

The City contribution from the demolition fund of \$100,000 was reduced and will leave funds available for future projects.

The provision of in-kind services of up to \$380,000 from Public Works to support the future residential development of the properties (\$190,000 each between the GIP and Ruscio properties) will be accommodated within the annual Public Works approved budget levels.

Strategic Plan / Policy Impact / Climate Impact

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

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

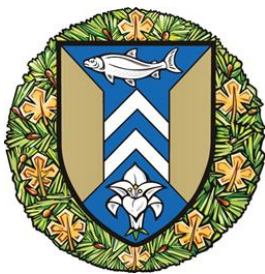
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-144 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Joe Turpin, Manager of Business Attraction, Economic Development

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Support Resolution – Proposed Wind Farm Project

Purpose

The purpose of this report is to seek Council support for EDF Power Solutions Development Inc.'s (EDF) proposed wind farm in the form of a Municipal Support Resolution (MSR).

Background

Ontario's Independent Electric System Operator (IESO), is currently seeking new electricity supply to meet Ontario's growing demand and growth and ensure sufficient supply will be available into the 2030s and beyond. This electricity procurement is known as the Long-Term 2 Energy Supply Request for Proposals or LT2 for short.

EDF is exploring the feasibility of constructing and operating a long-term energy project (wind farm) partially located within city limits to submit into this LT2 window. The Economic Development Team has been working with EDF since December 2023.

Analysis

EDF has over 100 employees in Canada and started developing and operating energy projects in Canada in 2008. Their parent company is based in France (company website: <https://www.edf-re.com/ca/>). EDF is looking to submit a bid to the IESO LT2 RFP process in October 2025. IESO is expected to announce successful projects in Q1 of 2026. If successful, the wind assets are expected to be operational by 2030.

The project size is expected to be 100 to 200MW, with EDF hoping to be closer to 200MW. Each wind turbine is expected to generate 5-6MW of energy so there are expected to be 35-40 wind towers with up to 20 located in Sault Ste. Marie. For reference, the Prince Wind Farm is 189MW and has 126 wind towers.

EDF has secured land for the project near the existing Prince Wind farm. The project may be located across three municipal jurisdictions. It is estimated that 50% of the wind turbines will be within Sault Ste. Marie City limits. EDF has installed a meteorological tower to evaluate wind performance.

Comments from City Planning: On a very preliminary basis, it would appear that the wind turbines will be located in the Precambrian Uplands area of the City. Based upon current Official Plan land use policies and zoning regulations, it appears that an Official Plan Amendment and rezoning will be required. It is worth noting that Council providing EDF with an MSR does not in any way suggest approval of any future *Planning Act* applications or other regulatory approvals which may be required. The MSR simply allows EDF to proceed with an application to the IESO. EDF is aware of the likely need for *Planning Act* approvals should their application to the IESO be approved.

The project information below assumes a 200MW wind project:

- Investment Size – Estimated at \$580 million.
- Impact on Employment:
 - Construction Phase (lasting 18-24 months): There are an estimated 100 construction jobs, which would peak at 200. This would have an estimated direct and indirect economic impact of \$26 million.
 - Ongoing Jobs: There are estimated to be four ongoing jobs plus relevant contracts with local companies to maintain the site. The estimated direct and indirect economic impact is \$500,000 per annum.
- Municipal Agreement – EDF and the City would enter into a legally binding agreement that would outline community benefit payments to the City starting in 2030 and ongoing annually for 20 years.
 - Annual payment of \$3,000 per MW, per turbine in city limits. Estimated to be \$300,000 (estimated 50% of project or 100MW).
- EDF Community-Based Fund – Starting in 2030, annual funds of \$25,000 that community-based organizations can apply to receive funding.
- Increase in Property Taxes—The Positive impact on property tax will be estimated once the towers' locations are finalized.
- Property Owners
 - Will benefit from lease payments.
 - Neighbouring properties will also receive financial benefit even if wind turbines are not located on their property.
- To demonstrate community support, EDF has a desire to provide community funding to local organizations during the lead up to the 2030 in-service date.

EDF and Batchewana First Nation have been working together on a potential path forward as an initial step in the process.

This wind project would continue to position the city as the Alternative Energy Capital of North America. The additional local renewable power generation would also assist in attracting companies requiring large amounts of renewable power.

Financial Implications

As outlined above, the total estimated annual financial benefit to the City starting in 2030 could be up to \$325,000.

There are no immediate financial implications from Council signing this Municipal Support Resolution.

Strategic Plan / Policy Impact / Climate Impact

As a municipality committed to achieving net-zero emissions by 2050, EDF's application to develop a wind farm will contribute clean, renewable energy to Ontario's grid. Further, this will continue to support the City's use of renewable electricity and would also move the City closer to its environmental and sustainability goals

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Attraction, Economic Development dated September 22, 2025 concerning the proposed wind farm project be received and that Council approve the municipal support resolution as outlined below:

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): To Be Determined by the IESO
- Legal name of the Proponent: Canuck Wind Project Inc.
- Name of the Long-Term Energy Project: Canuck Wind Project
- Technology of the Long-Term Energy Project: Wind

- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 200 MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 313500102, 313500106, 313500107, 313500108, 313500111, 313500115, 313500118, 313500120, 315080022, 315990016, 315990025, 315990070, 316000023, 316000048, 316000049, 316010152, 316180057, 316180059, 316180061, 316180090, 316180106, 316180205, 316000005, 316000006, 316180043, 316180077, 316180601, 315990026, 316000011, 316000012, 316000013, 316000051, 316180073, 316180111, 313500003, 313500109, 313500001, 313500002, 313500110, 313500117, 315990017, 315990029, 316000015.
Note: These are the PINs that represent the buildable area for this project. As the project continues to progress, some of these PINs could adjust, for example as a result of environmental studies. EDF has tried to be inclusive of all areas that could host equipment. EDF will communicate any changes to the City of Sault Ste. Marie as soon as possible.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation, which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

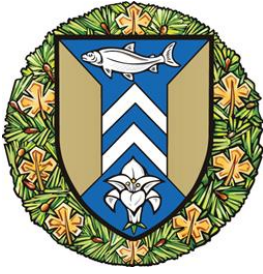
1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in

good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

The relevant By-Law 2025-135 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Joe Turpin
Manager, Business Attraction
705.989.5192
j.turpin@cityssm.on.ca



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Joe Turpin, Manager of Business Attraction, Economic
Development

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Support Resolution – Proposed Solar Project

Purpose

The purpose of this report is to seek Council support for PUC Services Inc. (PUC) and affiliated entities proposed solar project in the form of a Municipal Support Resolution (MSR).

Background

Ontario's Independent Electric System Operator (IESO), is currently seeking new electricity supply to meet Ontario's growing demand and growth and ensure sufficient supply will be available into the 2030s and beyond. This electricity procurement is known as the Long-Term 2 Energy Supply Request for Proposals or LT2 for short.

PUC (and affiliated entities) are exploring the feasibility of constructing and operating a long-term energy project (solar farm) located on City of Sault Ste. Marie municipal land and will be applying to IESO's LT2 request for proposals.

Analysis

PUC Services Inc. is a utility services company operating as a wholly owned private company of the Corporation of the City of Sault Ste. Marie. PUC is looking to submit a bid to the IESO LT2 RFP process in October 2025. IESO is expected to announce successful projects in Q2 of 2026. If successful, the solar assets are expected to be operational by 2028.

PUC is proposing four projects—Leigh's Bay, Carpin Beach, Leigh's Bay/Carpin Beach combined, and the Airport Solar Project. Each project is being advanced as separate submissions (proposal configurations) into the IESO LT2 RFP and each project has a separate MSR as a result. By submitting each project on a stand-alone basis, PUC looks to maximize the chances of success in what is expected to be a highly competitive process with limited capacity available for acceptance.

The project size is expected to be up to 50MW maximum at the Leigh's Bay/Carpin Beach combined location where PUC has secured 190 acres. The project at the Airport location is expected to be up to 200MW and PUC has secured 970 acres for this project.

Comments from City Planning:

Leigh's Bay System – The four properties that make up the 'Leigh's Bay System' are all designated Rural on Land Use Schedule C of the Official Plan and Zoned Rural Area (RA) in Zoning By-law 2005-150. The existing Rural Zoning permits, among other things, 'Commercial Solar Power Installations', subject to the setbacks outlined for 'any other permitted use' in Section 8.5.2, more specifically, 30m from the front and rear yard, and 15m from interior and exterior side yards. There are watercourses present on the property; however, it appears that the solar arrays are not proposed to be located in close proximity to the watercourse. Having said this, portions 1169 Leigh's Bay Road are under the jurisdiction of the Sault Ste. Marie Region Conservation Authority, and as such, permits may be required from the SSMRCA prior to development or site alteration.

Carpin Beach System – 846 Carpin Beach Road is designated Rural on Land Use Schedule C of the Official Plan and Zoned Rural Area (RA) in Zoning By-law 2005-150. The existing Rural Zoning permits among other things, 'Commercial Solar Power Installations', subject to the setbacks outlined for 'any other permitted use' in Section 8.5.2, more specifically, 30m from the front and rear yard, and 15m from interior and exterior side yards. There are watercourses present on the property; however, it appears that the solar arrays are not proposed to be located in close proximity to the watercourse. Having said this, a small portion of the property is under the jurisdiction of the Sault Ste. Marie Region Conservation Authority, and as such, permits may be required from the SSMRCA prior to development or site alteration.

West End Solar Generation Project II – Airport Project

Array #1 – Consists of a number of properties northwest of the airport. The majority of the properties are designated Rural Area on Land Use Schedule C and zoned Rural Area (RA) in Zoning By-law 2005-150. The existing Rural Zoning permits, among other things, 'Commercial Solar Power Installations', subject to the setbacks outlined for 'any other permitted use' in Section 8.5.2, more specifically, 30m from the front and rear yard, and 15m from interior and exterior side yards. A small portion of the properties, adjacent to the top of the hill are zoned 'Environmental Management' (EM) in relation to the Provincially Significant Shore Ridges Wetland below the escarpment. The area zoned EM is also under the jurisdiction of the SSMRCA, and as such, a permit may be required. At the time of the permit application, discussions can be undertaken between Planning and SSMRCA staff to determine the applicability of the EM Zoning and if any further studies are required, should the development encroach upon these lands. It is noted that most of these properties obtain access from Gagnon Road, which is

only seasonally maintained and does not necessarily meet the frontage requirement of Zoning By-law 2005-150. This too will need to be discussed should this project be approved by the IESO.

Array #2 – Zoned and Designated Rural Area like other properties above. Same frontage issue as Array #1, which will need to be discussed.

Array #3 – The property is located within Block B of the Airport Zone (AIR), which permits among other things, a ‘Commercial Solar Power Installation’. As per Section 8.6.1 of Zoning By-law 2005-150, the only setback is a 25m setback from Airport Road.

Arrays #4 and 5 - The property is located within the Airport Zone (AIR), which permits among other things, a ‘Commercial Solar Power Installation’. There are no minimum setback requirements.

The project information below assumes a maximum of a combined 250MW solar project (across all locations):

- Investment Size – Estimated at \$470 million.
- Impact on Employment:
 - o Construction Phase (lasting 12-18 months): There is estimated to be an average of 75 construction jobs, which would peak between 125-150. This would have an estimated direct and indirect economic impact of \$16.5 million.
 - o Ongoing Jobs: There are estimated to be 3-5 ongoing jobs plus relevant contracts with local companies to maintain the site. If there are four ongoing jobs, estimated direct and indirect economic impact of \$500,000 per annum.
 - o Increase in Property Taxes – Positive impact to property tax will be estimated as the development process proceeds.

For this project, PUC will partner with Axium Infrastructure, PowerBank and a First Nation. PUC will wholly own a minimum of 10% of the project. Given PUC is wholly owned by the Corporation of the City of Sault Ste. Marie, the City will not receive Municipal Support payments (on a per MW basis) or community-based funds, both of which are received on similar projects developed by other companies.

The solar project would continue to position the City as the Alternative Energy Capital of North America. Further, this would provide power for the west end of the City, which would support Algoma Steel’s power requirements for the Electric Arc Furnace and would assist in attracting new companies requiring large amounts of clean power.

Additionally, the solar power generation could support the development of a Public Port that utilizes green energy for its operation.

Financial Implications

PUC will own a minimum of 10% of the solar project and the City will benefit from its ownership of the PUC. PUC will receive development fees for constructing the project and profits from its ongoing operation.

There are no immediate financial implications from Council signing this Municipal Support Resolution.

Strategic Plan / Policy Impact / Climate Impact

As a municipality committed to achieving net-zero emissions by 2050, PUC's application to develop a solar farm will contribute clean, renewable energy to Ontario's grid. Further, this will continue to support the City's use of renewable electricity and would also move the City closer to its environmental and sustainability goals.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Attraction, Economic Development dated September 22, 2025 concerning the proposed solar projects be received and that Council approve the following municipal support resolutions as outlined below:

Project 1: Sault Ste. Marie West End Solar Project I Leighs Bay

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I Leighs Bay
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 35.2MW

- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 1643 Third Line West, Sault Ste. Marie, ON P6A 5K8; 1513 Third Line West, Sault Ste. Marie, ON P6C 3B5; 1169 Leighs Bay Road, Sault Ste. Marie, ON P6A 5K8.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Project 2: Sault Ste. Marie West End Solar Project I Carpin Beach

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I Carpin Beach
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 17.6MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 846 Carpin Beach Road, Sault Ste. Marie, ON, P6A 5K8

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;

- c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
- d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Project 3: Sault Ste. Marie West End Solar Project I Leighs Bay and Carpin Beach Combined

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals (“LT2(e-1) RFP”) issued by the Independent Electricity System Operator (“IESO”); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341379 Ontario Inc.
- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project I
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 50MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 1643 Third Line West, Sault Ste. Marie, ON P6A 5K8; 1513 Third Line West, Sault Ste. Marie, ON P6C 3B5; 1169 Leighs Bay Road, Sault Ste. Marie, ON P6A 5K8; 846 Carpin Beach Road, Sault Ste. Marie, ON, P6A 5K8.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;
 - c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
 - d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Project 4: Sault Ste. Marie West End Solar Project II Airport

Whereas the Proponent is proposing to construct and operate a Long-Term Energy Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Energy Supply (Window 1) Request for Proposals ("LT2(e-1) RFP") issued by the Independent Electricity System Operator ("IESO"); and

Whereas the capitalized terms not defined herein have the meanings ascribed to them in the LT2(e-1) RFP; and

Whereas the Proponent has delivered a Pre-Engagement Confirmation Notice to an applicable Local Body Administrator in respect of the Municipal Project Lands that includes the details outlined in the table below, except for the Unique Project ID which should only be required as part of the Pre-Engagement Confirmation Notice if available; and

- Unique Project ID of the Long-Term Energy Project (if available): N/A
- Legal name of the Proponent: 1001341430 Ontario Inc.

- Name of the Long-Term Energy Project: Sault Ste. Marie West End Solar Project II Airport
- Technology of the Long-Term Energy Project: Solar Photovoltaic (PV) Generation
- Maximum potential Contract Capacity of the Long-Term Energy Project (in MW): 200MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands:
 - PT SEC 3 PARKE AS IN T155779 EXCEPT PT 9 1R2116; SAULT STE. MARIE;
 - Subdivided portion of PCL 3937 SEC AWS; PT SEC 11 PARKE AS IN LT 36088 EXCEPT LT49740; SAULT STE. MARIE, being PART OF PIN 31615-0058;
 - PT SEC 3 PARKE AS INT155779 EXCEPT 9 1R2116; SAULT STE. MARIE;
 - PT SEC 3 PARKE AS IN T142510 EXCEPT PT 11 1E2116; SAULT STE. MARIE;
 - PT SEC 11 PARKE AS IN T153674 EXCEPT PT 5 1R2116; SAULT STE. MARIE.

Whereas pursuant to the LT2(e-1) RFP, if the Long-Term Energy Project is proposed to be located in whole or in part on Municipal Project Lands, the Proposal must include Municipal Support Confirmation which may be in the form of a Municipal Resolution in Support of Proposal Submission; and

Now Therefore Be It Resolved that:

1. The Council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Energy Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(b)(iii) of the LT2(e-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Energy Project or for any other purpose.
3. The Proponent has undertaken, or has committed to undertake, Indigenous and community engagement activities in respect of the Long-Term Energy Project to the satisfaction of the Municipality.
4. The Municipal Project Lands does not include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan.
5. Where the Municipal Project Lands does include lands designated as Prime Agricultural Areas in the City of Sault Ste. Marie's Official Plan as of the date of this resolution:
 - a. The Municipal Project Lands are not designated as Specialty Crop Areas;
 - b. The Long-Term Energy Project is not a Non-Rooftop Solar Project;

- c. The Proponent has satisfied the Pre-AIA Submission Filing Requirement to the satisfaction of the Municipality; and
- d. If the Proponent is selected as a Selected Proponent under the LT2(e-1) RFP, the Council of City of Sault Ste. Marie will engage in good faith with the Selected Proponent to enable the Selected Proponent to complete an Agricultural Impact Assessment.

Respectfully submitted,

Joe Turpin
Manager of Business
Attraction
705.989.5192
j.turpin@cityssm.on.ca

**Dr. Kevin Caruso
Sault Ste. Marie,
Ontario**

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

September 21, 2025

Dear Mayor and Council Members,

I hope this letter finds you well. My name is Kevin Caruso, and I am a resident of Sault Ste. Marie, living at [redacted]. I have resided here since 2003. I am writing to express my concerns and thoughts regarding the proposed solar project on the shoreline of the upper St. Mary's river.

I was made aware of this only two days ago which is very concerning considering the plan has been in place for several years and carries a massive environment impact.

As you might imagine, the clear cutting of an old growth forest which is home to a plethora of species has many people concerned and puzzled. The mature trees in this area are 250-300 years old! [One does not cut such a forest to build solar farms]

In a brief letter with little time before tomorrow's meeting, I can only scratch the surface of the environmental consequences. There is much to consider: flora, fauna, aquifer contamination, migratory routes, and endangered species.

For example, this forest serves as a critical wintering yard for the remaining deer herd that travelled between Goulais Bay and the upper St. Mary's river for hundreds of years. When the airport was built, the migratory route and wintering yards were squeezed into that remaining forest. In fact, in the 80's the herd would have been lost if not for the efforts of Mr. George Matejic "God rest his soul". The destruction of this remaining forest would prevent the deer from moving freely, finding mates, and accessing critical food and water sources. In addition, infrastructure such as fences around the solar farm would further impede animal movement.

Apart from this wonderful deer herd, you will regularly see the other inhabitants in these woods:

- a bull and cow moose that had twin calves this spring
- two breeding pairs of black bear, both with cubs this spring
- one pack of 4-6 timber wolves that moves between Marshall Drive and Des Chenes Drive depending on snow volume, food supply and coyote numbers

- the coyote pack is very large and healthy in this wooded area - wildlife workers east of Sault Ste. Marie rarely encounter coyotes without mange (this a terrible and sad disease), but the pack on Des Chenes Drive is completely clear of mange - these coyotes are so large and majestic that they can be mistaken for timber wolves
- turkeys! Which are newcomers to the area - one hen in particular that had 6 poults which successfully survived (there are numerous red fox families and dens in these woods)
- the undergrowth of this wooded area is teeming with small mammals - far too many species to introduce at this time, and some at risk already

Clearing these trees and vegetation will directly remove natural habitat, displace the animals dependent on this forest for food and shelter, and disrupt local biodiversity [One does not cut such a forest to build solar farms]

Also, consider the increase in animal/vehicle collisions when that 1000 acre parcel is destroyed. After hundreds of years in a location, those herds and packs do not move overnight. They will do everything they can to survive in the area they have always occupied. If we think there are a lot of nuisance bear calls to the MNR now, imagine the scene after those woods are eliminated.

Perhaps most alarming is the threat to several endangered and at risk species including: the Canada Warbler, the Common Nighthawk, the Olive-sided Flycatcher, the Rusty Blackbird, the Hine's Emerald Dragonfly, the Blanding's Turtle, the Little Brown Myotis (little brown bat), and the Monarch Butterfly. [Again, one does not cut such a forest to build solar farms]

The habitats in the larger Sault Ste. Marie area, including the sand dunes, beaches and wetlands at Pointe Des Chenes, provide critical resources for various species. However, invasive species, habitat loss, and climate change pose ongoing threats to the regional biodiversity. Conservation efforts focusing on preserving and restoring these natural areas are crucial for the long-term survival of the local species at risk.

And it is not only the land that is affected with such a clear cut. As this site rests on the shoreline area of Eastern Lake Superior/ Upper St. Mary's River there is a threat to the water; actually the ground water, the well-water and the lake water itself. Besides humans dependent on this well-water, the species most at risk is the Lake Sturgeon (also an officially threatened species); known in Ojibway as Doodem, this ancient piscis is not just a fish. It is an ancient relative, a law-keeper, a teacher and a sustainer to the people. To know the sturgeon is to remember patience, wisdom, and responsibility to future generations. I

have an underwater video of an amazing 6 foot sturgeon swimming slowly by, just offshore from the proposed clear cut. Interestingly, the sturgeon has a very strong relationship with the trees. Tradition describes the bond between the trees and the fish; between the ancient pines of the forest and the ancient Sturgeon. Very old pine trees hold significant cultural and spiritual importance in Anishnaabe culture. The White Pine, in particular, is revered as a symbol of wisdom, longevity, peace, and unity. It is considered an ancient teacher and an esteemed elder among the trees, embodying virtues such as leadership and resilience. The Ojibwe of the Great Lakes region regard these trees not merely as objects but as living entities or "persons" with standing and spiritual presence. Besides the ancient trees species in this area my Mashkikiwinini points out important species such as the Lady Slipper (Makasin Waabiqwaan), the Trillium, Princess Pine (Cinonagan), Wild Blueberries (Miinan) and Wild Raisins. {for allowing me to share these teachings I thank you gikinoo'amaagewinini, Ren, Chi Miigwetch}

Again, there is just too much to table with just a day's notice...

It is my understanding that the City Council plays a crucial role in addressing community concerns, and I am hopeful that my input will be considered in your decision-making process.

I appreciate your dedication to serving our community and am confident that, with your thoughtful consideration, we can work towards a positive resolution.

Thank you for your time and attention to this matter. I look forward to hearing from you and appreciate your continued service to our community.

Sincerely,
Kevin Caruso

A thin, light gray vertical line.

Subject: FW: Concern Regarding Proposed Solar Farms Near Airport

From: Stevie Rae Luzzi

Date: September 22, 2025 at 08:50:46 EDT

To: Matthew Scott <m.scott@cityssm.on.ca>

Subject: Concern Regarding Proposed Solar Farms Near Airport

Good Morning Councillor Scott,

My name is Stevie Luzzi. I am a Registered Professional Forester (R.P.F.) in Ontario and recently moved back to Sault Ste. Marie after 12 years in Toronto; I was fortunate to purchase my first home in Ward 1.

I am writing to you today on behalf of the forest, as well as my family, to express our concern about the proposed solar farms near the Sault Ste. Marie airport. Our family has been privileged to own a camp at Point des Chenes for the past fifty years. During the COVID-19 pandemic and this past winter, I lived there and witnessed the wildlife, biodiversity, and overall health of the land proposed for these alternative energy sources.

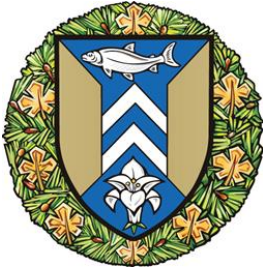
As an R.P.F., I am baffled as to why we would remove (clearcut) an old-growth forest to build a solar farm. This area is home to a healthy deer population and serves as a corridor for many other four-legged creatures that rely on it for sustenance and to access their wintering grounds south and east of the airport. Pileated woodpeckers—indicators of old-growth forest—are abundant. Bald eagles, birch, and white pine trees—both ecologically and culturally significant to First Nations—play a vital role in the health of this forest. Understory plants, where cultural and fruit-bearing species grow, contribute to habitat, biodiversity, nutrient cycling, and carbon sequestration, along with other values that cannot be measured.

I respectfully ask Council to reconsider this decision and to explore alternative sites that avoid the destruction of an old-growth forest.

Thank you for your time and consideration.

In good spirit,

Stevie Luzzi, MFC, RPF
Forest Conservation Coordinator
Wahkohtowin Development



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

COUNCIL REPORT

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-7-25-Z – Repeal and Replacement of Schedule A to By-law 2025-127

Purpose

The purpose of this report is to obtain Council approval to repeal Schedule A to By-law 2025-127 and adopt an amended Schedule A that reflects the zoning amendment approved under Application A-7-25-Z.

Background

Council approved Application A-7-25-Z General Housekeeping Amendments on August 11, 2025.

Analysis

As part of the implementing by-law for Application A-7-25-Z, Schedule A requires revision to reflect the properties subject to the site-specific zoning amendment. The amended Schedule A is attached to this report.

This requires Council approval to repeal the original Schedule A to By-law 2025-127 and adopt the amended Schedule A.

Upon approval of this by-law amendment, notice of passing of the by-law will be issued.

Financial Implications

No financial implications are associated with this report.

Strategic Plan / Policy Impact / Climate Impact

No impacts are associated with this report.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2025-143 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

September 22, 2025

Page 2.

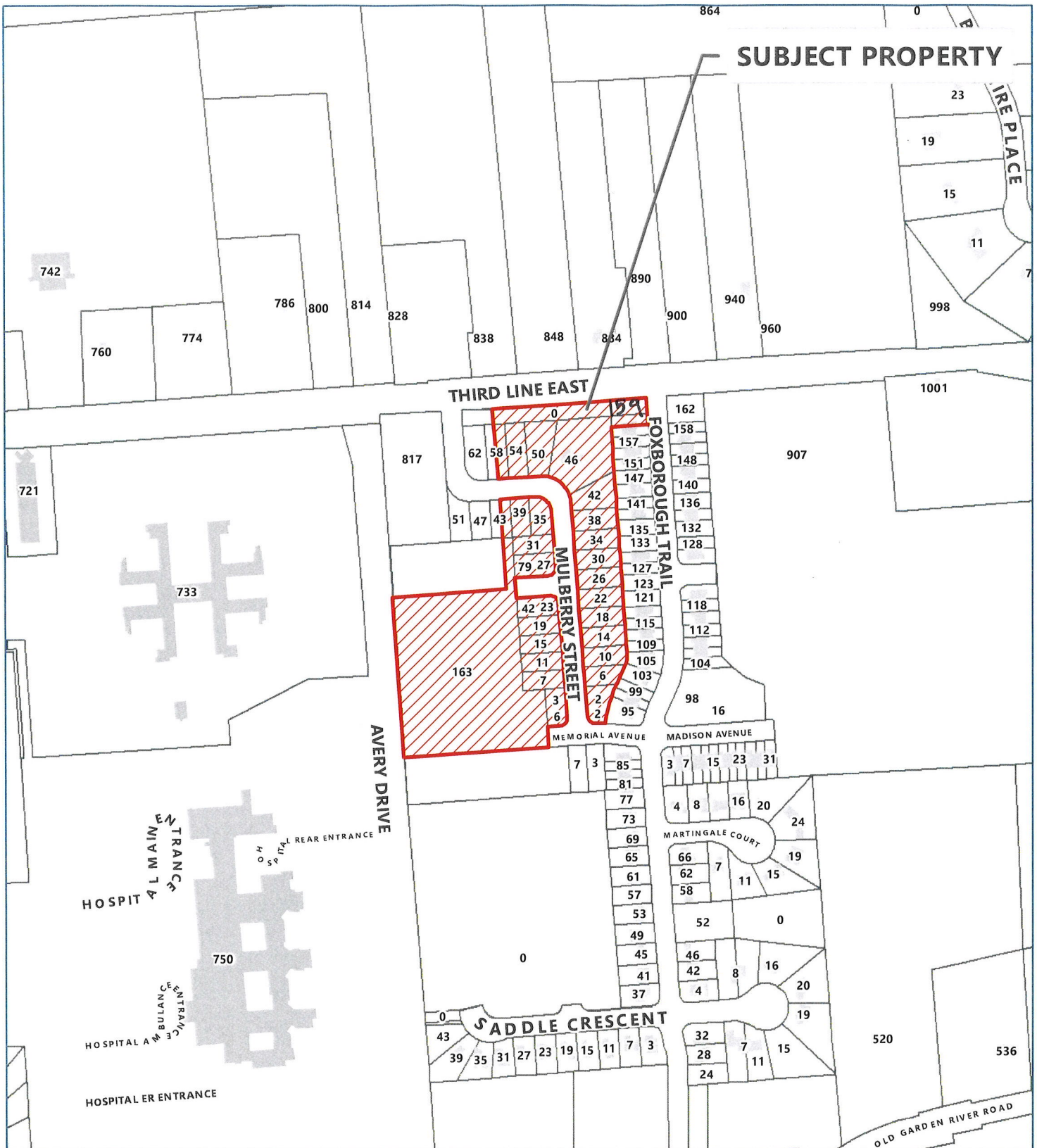
Respectfully submitted,

Jonathan Kircal

Intermediate Planner

705.759.6227

j.kircal@cityssm.on.ca



Application A-7-25-Z: Subject Properties

Property Information



Planning and Enterprise Services

Community Development and Enterprise
Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6

saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

Legal Department Reference

SCHEDULE "A" TO BY-LAW 2025-127 AND
SCHEDULE 306 TO BY-LAW 2005-151

- Subject Property
- Parcel Fabric

Civic Address: 817A Third Line East (Block 2)
Roll No.: N/A
Map No.: 100
Date Created: July 17, 2025

0 50 100 m 1:5,000
This map is for general reference only.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-128

PARKING CIVIC CENTRE: A by-law to amend By-law 90-245 (being a by-law regulating Parking for the Civic Centre).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to sections 8 (natural person), 10 (general powers to pass by-law), 63 (impoundment), 102 and 427 (accessible parking), 428 and 439 (system of penalty and fines), and 425 and 432 (voluntary payments) of the *Municipal Act*, 2001, and section 170 (15) of the *Highway Traffic Act*, 1990, **ENACTS** as follows:

1. **BY-LAW 90-245 AMENDED**

By-law 90-245 is amended by:

- (a) removing the definition of “Civil Centre Tenant” from section 1. a) and replacing it with:

“includes any person, partnership, or corporation that has a lease with a current term for offices at 99 Foster Drive, being the Civic Centre.”

- (b) removing the definition of “Employee” from section 1. b) and replacing it with:

“means any person in the employ of the Corporation of the City of Sault Ste. Marie and any person in the employ or under an employment contract with a Civic Centre Tenant.”

- (c) Adding the definition of “CAO”

“means the Chief Administrative Officer as appointed by City Council for The Corporation of the City of Sault Ste. Marie.”

- (d) removing and replacing section 2. (2) with:

“Vehicle Within a Parking Space, When lines marking parking spaces are visible and not covered by snow, no person shall park a vehicle on the parking lots unless the whole of such vehicle is within a parking space.”

- (e) Removing By-law number 81-404 within section 2. (4) and replacing it with By-law number “2013-105”.

- (f) removing and replacing section 2. (5) with:

“Designated Accessible Parking, No person shall park a vehicle in a signed, designated accessible parking space or any part of the designated space pursuant to By-law 2008-26 of the municipality.”
- (g) Removing section 2.(11) and replacing it with:

Parking Restricted – Employee, No one shall park a vehicle in the parking lot shown on Schedule “A” or “B” and designated under the CAO authority and signed as Staff parking unless that person is an employee or a Civic Centre Tenant.
- (h) removing section 2. (12) and replacing it with:

“Parking Restricted – Visitor, No one shall park a vehicle in the parking lot shown on Schedule “A” or “B” and designated under the CAO’s authority and signed as Visitor parking unless that person is in the process of conducting business in the Civic Centre and is not an employee as defined in this by-law.”
- (i) removing section 3. (1) and replacing it with:

“Employees shall not park in spaces designated as Visitors Only or specifically assigned and signed as reserved under the CAO’s authority set out in section 3(3) of this by-law.”
- (j) removing sections 3. (2) and 3. (3), sections 3. (4) and 3. (5) renumbered to continue the sequence.
- (k) removing section 3. (5) and replacing it with:

“The CAO is hereby authorized to determine the designation of employee parking spaces in the North Civic Centre and South Civic Centre parking lots and sign the parking spaces as Staff parking, Visitor parking, reserved, or private entities holding a lease for the Parking Lot, and allocate the number of available spots within the said lots, which parking spots shall be established by internal staff policy.”
- (l) removing and replacing section 4 with:

“Any person who contravenes any of the provisions of this By-law is liable upon conviction to a penalty in accordance

with the Provincial Offences Act and between \$25 minimum to \$300 maximum and in accordance with the *Provincial Offences Act*, R.S.O. 1990, c. P.33.”

(m) removing and replacing section 6 with:

“Notwithstanding all other provisions of this By-law in respect of penalties for violations of the provisions of this By-law, any person, may upon presentation of a tag issued by the City of Sault Ste. Marie alleging commission of any of the offences provided for in the said section, pay out of court within 7 days (exclusive of Sundays, Saturdays, and public holidays) from the date of issue of the said tag, the penalty provided for such offence by this By-law at the office of the office of the Parking Authority of the City of Sault Ste. Marie, Civic Centre, 99 Foster Drive, and upon such payment no further proceedings shall be taken under this By-law in respect of the said offence alleged in the tag. The receipt for payment signed by the person assigned the duty of receiving payments shall be evidence of payment of the penalty provided for the violation.”

(n) replacing Schedules “A” and “B” and inserting the new Schedules “A” and “B” attached to this by-law.

2. **SCHEDULES “A” and “B”**

Schedules “A” and “B” hereto form a part of this by-law.

3. **EFFECTIVE DATE**

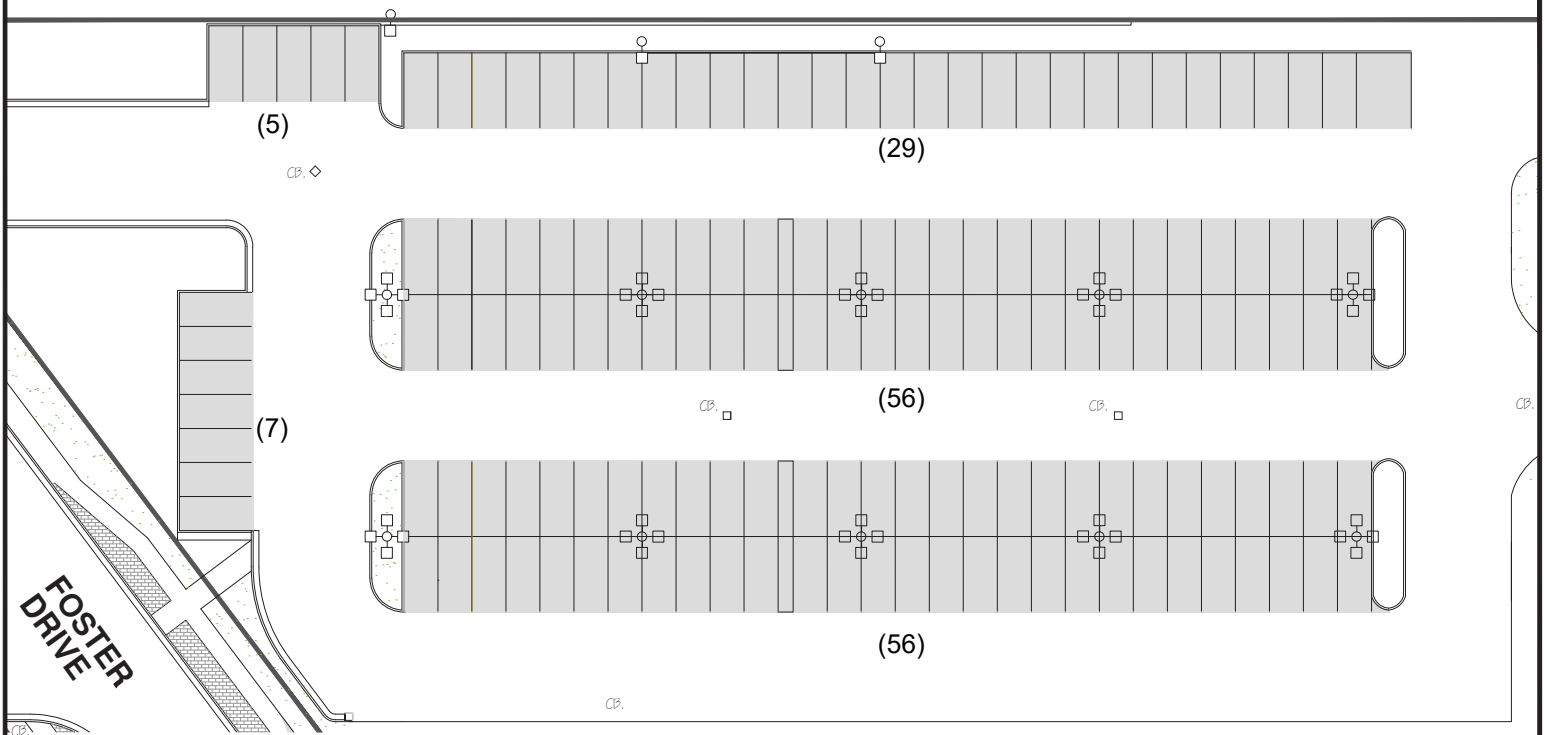
This by-law takes effect on October 1st, 2025.

PASSED in open Council this 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

FORMER NORTHERN BREWERIES PROPERTY



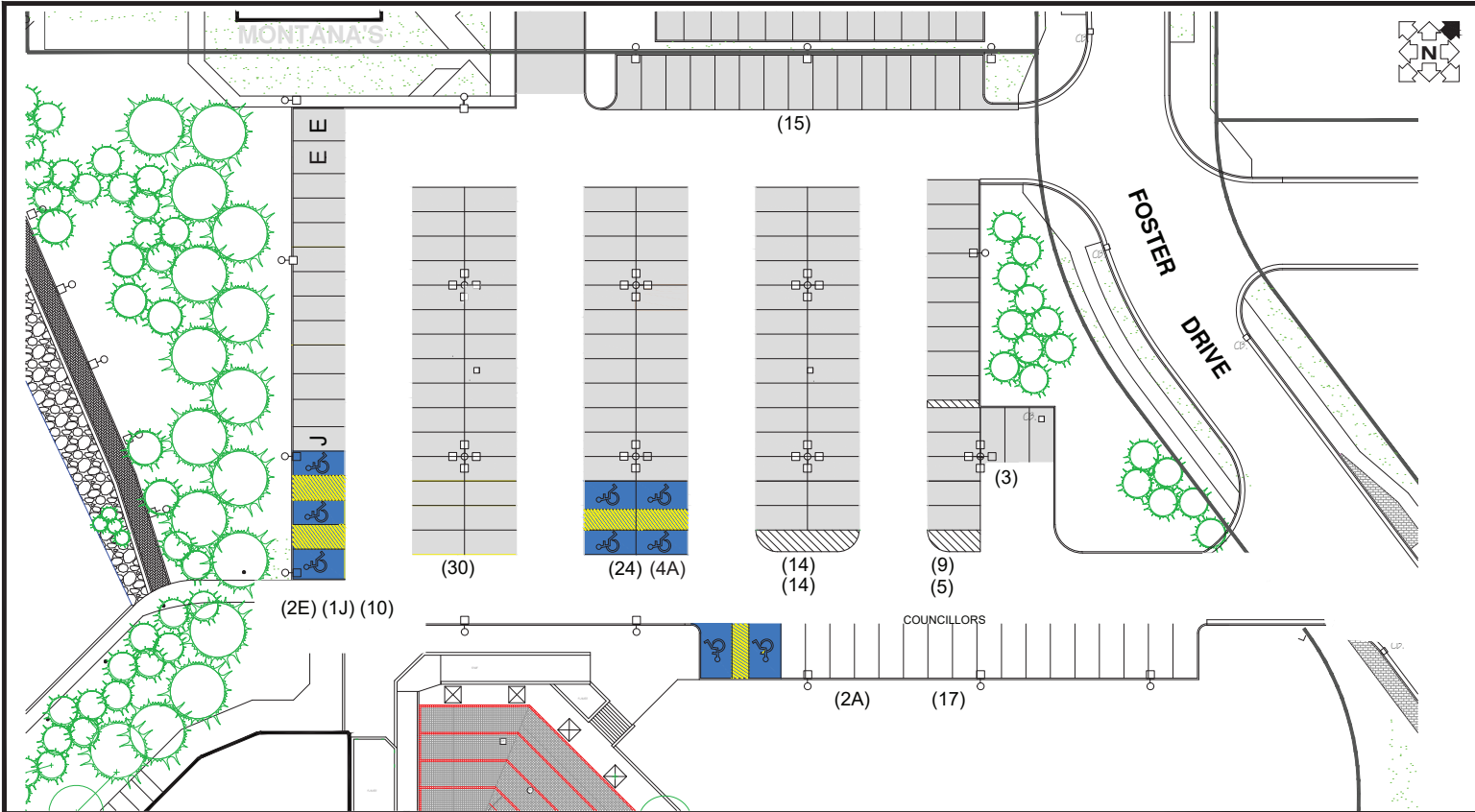
PLAN OF

**CIVIC CENTRE PARKING ASSIGNMENTS
NORTH LOT**



City of
Sault Ste. Marie

DECEMBER 2023



PLAN OF

CIVIC CENTRE PARKING ASSIGNMENTS SOUTH LOT



City of
Sault Ste. Marie

APRIL 2025

CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-135

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and EDF Power Solutions Development Inc. (Cory Basil) for a proposed wind farm in the form of an executed Municipal Support Resolution.

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 September 22, 2025 between the City and EDF Power Solutions Development Inc. (Cory Basil), a copy of which is attached as Schedule "A" hereto. This Agreement is for a proposed wind farm in the form of an executed Municipal Support Resolution.

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 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

BY-LAW 2025-135

THIS PROJECT SUPPORT AGREEMENT (the “**Agreement**”) made as of the
22 day of September, 2025 (the “**Effective Date**”)

BETWEEN:

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

hereinafter referred to as “**SAULT STE. MARIE**”

AND

EDF POWER SOLUTIONS DEVELOPMENT INC.

hereinafter referred to as “**EDF**”

WHEREAS Sault Ste. Marie is a municipal corporation governed by Municipal Council and managed by municipal administration;

AND WHEREAS EDF is a renewable energy developer that proposes to develop a new potential wind project, being the Canuck Wind Project (the “**Project**”), to be located in part on Sault Ste. Marie’s lands and to be submitted, at EDF’s sole discretion, as a proposal in response to the IESO’s Long-Term 2 Energy Supply Request for Proposals (as it may be further amended, restated, modified or supplemented, the “**LT2(e) RFP**”);

AND WHEREAS EDF, in accordance with the requirements of the LT2(e) RFP, has requested that Municipal Council evidences its support of the Project and of the Project’s submission into the LT2(e) RFP through the passage of a Support Resolution (defined below) and the entering into of this Agreement, and, upon entering into, at EDF’s sole discretion, of an LT2(e-1) Contract for this Project, wishes to provide Sault Ste. Marie community benefits for the purpose of ensuring that the development of the Project will positively impact the citizens of Sault Ste. Marie;

AND WHEREAS Sault Ste. Marie is prepared to provide the requested Support Resolution (defined below) and enter into this Agreement;

AND WHEREAS EDF and Sault Ste. Marie wish to enter into this Agreement to reflect the terms of their respective rights and obligations in relation to the community benefits and the Support Resolution (defined below) as further outlined in this Agreement;

NOW WITNESSETH that in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. All capitalized terms not defined herein shall have the meaning ascribed to them in the LT2(e) RFP.
2. EDF agrees to provide the following community benefits to Sault Ste. Marie:
 - a. **Host Municipal Fund:** Starting on the first anniversary of the Commercial Operation Date of the Project under the LT2(e-1) Contract, and every calendar year anniversary thereafter during the term of LT2(e-1) Contract, which term shall not exceed twenty (20) years, EDF will make a host municipal contribution to Sault Ste. Marie in cash in an aggregate amount equal to Three Thousand Dollars (\$3,000) per MW, up to 200 MW, of Contract Capacity installed within the geographic boundaries of Sault Ste. Marie. The host municipal contribution is solely for the benefit of the Sault Ste. Marie community, to be allocated and distributed at the sole discretion of Municipal Council, to recognize both formal and informal support provided by Sault Ste. Marie for the Project.
 - b. **Road Use Agreement:** EDF will, or will cause the owner(s) of the Project, use commercially reasonable efforts to negotiate a Road Use Agreement (a "RUA") with Sault Ste. Marie with respect to the Project which ensures that it is accountable to Sault Ste. Marie in its use of public road allowances.
 - c. **Community and First Nations Engagement Plan:** EDF will provide to Sault Ste. Marie a community and First Nations engagement plan in a timely manner following the execution, which execution shall be at EDF's sole discretion, of the LT2(e-1) Contract, but in no event later than 30 days after the execution of the LT2(e-1) Contract.
3. Sault Ste. Marie, through the elected Municipal Council, agrees to formalize prior to October 31, 2025, provided it is not earlier than the LT2(e-1) RFP effective date, which shall be confirmed by EDF to Sault Ste. Marie in writing as soon as reasonably possible once this LT2(e-1) RFP effective date is known, its consent to adopt a council resolution(s) in support of the Project in the form of a Municipal Resolution in Support of Proposal Submission dated no earlier than the LT2(e) RFP as required by the LT2(e) RFP and appended in draft form hereto at Schedule "A" (the "**Support Resolution**"). EDF shall provide Sault Ste. Marie with (i) the final form of Support Resolution by e-mail as soon as reasonably possible once the final form of Support Resolution is available, and (ii) the name of the Proponent and any Project information necessary to include in the Support Resolution by e-mail as soon as reasonably possible. The final

form of Support Resolution shall supersede and replace the draft form Support Resolution appended at Schedule "A". In addition, Sault Ste. Marie shall take reasonable further acts and assurances to ensure the validity of the Support Resolution, as well as any other reasonable actions to demonstrate support for the Project as required by the LT2(e) RFP rules.

4. The waiver of any provision hereof or the failure of any party hereto to enforce any right hereunder shall apply to that provision or right only and shall not be deemed to effect the validity of the remainder hereof. No departure from or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver and the parties shall not be obligated to continue any departure or waiver or to permit any subsequent departure or waiver.
5. This Agreement shall be constructed with all changes in number and gender as may be required by the context.
6. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants. The parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
9. No party may assign its interest in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, EDF may assign its rights and obligations under this Agreement, without the prior written consent of Sault Ste. Marie, to an affiliate or the Proponent, provided that such assignee assumes all the obligations of EDF under this Agreement.
10. This Agreement shall endure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly appointed signing officers.

) The Corporation of the City
) of Sault Ste. Marie
)
) _____
) Name:
) Title:
)
)
) _____
) Name:
) Title: Clerk
) I/We have authority to bind the Corporation.
)

) EDF power solutions Development Inc.
) 
) _____
) Name: Cory Basil
) Title: President
) I/We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-137

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Via Mobility, LLC for the On-Demand Transit Technology System.

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 September 22, 2025 between the City and Via Mobility, LLC, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the On-Demand Transit Technology System.

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 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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Schedule "A"

Amendment #1 to the Sault Ste. Marie deployment Service Order

Via Mobility, LLC ("Via") and The Corporation of the City of Sault Ste. Marie ("Customer" and, together with Via, the "Parties") have entered into an agreement titled **Sault Ste. Marie deployment Service Order**, dated July 10 2019, and as extended on June 29th, 2020 and amended on July 11 2022 (together, the "Agreement"). Upon execution of this Amendment #1 (the "Amendment"), the Parties agree to modify the Agreement as follows:

- 1. Service Period Extension.** The Parties hereby agree to extend the Term of the Agreement by a further period of 9 months, starting on October 1, 2025 and ending on June 30, 2026 (inclusive); and such additional term shall be the "Additional Term" for the purposes of the Agreement. The parties may negotiate and mutually agree upon an additional term at least one month prior to the end date of June 30, 2026.
- 2. Opt-out clause.** The partner may terminate the agreement with a minimum of 60 calendar days notice from the start of a calendar month.
- 3. Per-Vehicle Fees Amendment.** The Agreement is hereby modified by deleting the fee chart set forth in Section 2(a) of the Amendment (which, in turn had replaced Section 3 of the Agreement) and replacing such Section (2a) with the following:

Fee Category	Amount	Invoicing Terms
Monthly Fees		
Van hour fees	\$5.80 per vehicle hour per calendar month subject to a minimum of C\$1450 per month (i.e. 250 vehicle hour monthly minimum)	Invoiced monthly by Via
Total for 1 month	C\$1,450 (minimum excluding additional vehicles, additional consulting hours, additional hardware, additional live rider and driver support costs, Fees for any Additional Services, and travel expenses). Fees listed include sales tax.	

- 3. Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #1 will be governed by the same law as the Agreement and is effective as of October 1st, 2025.

[Signature Page Follows]

VIA MOBILITY, LLC

By:

Name:

Title:

Date:

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

By:

Name: Matthew Shoemaker

Title: Mayor

Date:

By:

Name: Rachel Tyczinski

Title: City Clerk

Date:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-139

ZONING BY-LAW 2005-150: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 for the purpose of revising and updating City-wide parking regulations.

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. ZONING BY-LAW 2005-150 AMENDED

Zoning By-law 2005-150 is amended according to the changes outlined in Schedule “A” attached.

2. SCHEDULE “A”

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

3. 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 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

APPENDIX A – LIST OF PARKING AMENDMENTS

AMENDMENT 1 – MAP CHANGE – ESTABLISH STRATEGIC GROWTH AREAS

This amendment proposes a map change, to establish the strategic development areas, as shown on the map attached as "Application A-8-25-Z: Subject Property Map.

AMENDMENT 2 –BARRIER-FREE SYMBOL

Repeal and Replace Section 5.5.1 and Table 11 with the following:

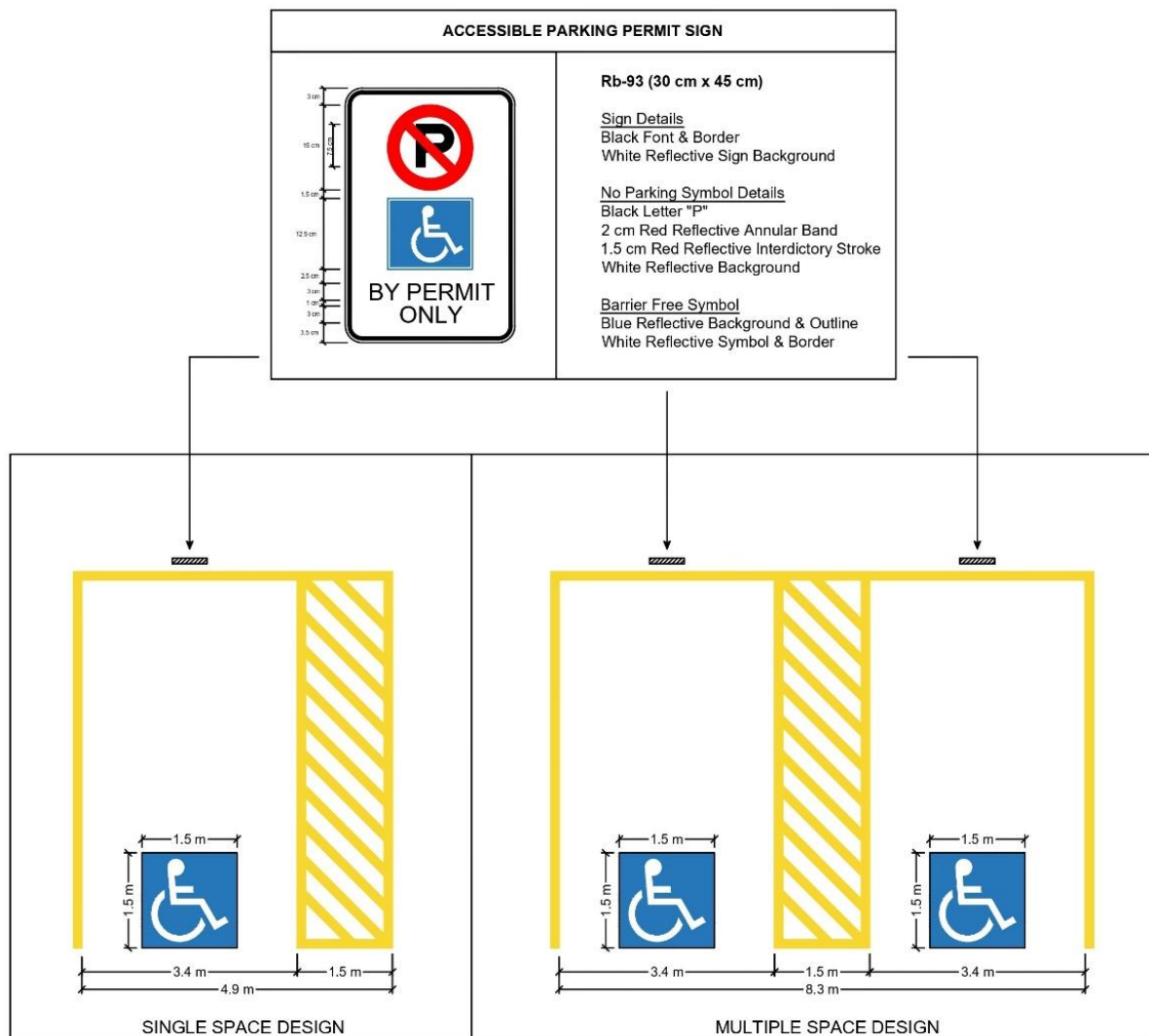
5.5.1 SURFACE TREATMENT OF REQUIRED BARRIER-FREE PARKING SPACES

Regardless of the surface treatment exceptions outlined in Section 5.2.2.1, all required barrier-free parking spaces must be paved. Furthermore, every barrier-free parking stall shall have the International Symbol of Access (ISA) symbol painted on the stall surface, subject to the following:

- A. The emblem shall measure no less than 1.5m by 1.5m
- B. The symbol must be painted in white on a solid blue rectangular field.
- C. The symbol shall be located at the centre of the entrance of every barrier-free parking space.

(See Next Page)

Table 11: Barrier-Free Parking Design



AMENDMENT 3 – AMENDMENT TO REQUIRED BARRIER-FREE PARKING REQUIREMENTS FOR NON-RESIDENTIAL USES

Repeal Section 5.5.2 and replace with an updated 5.5.2 as follows:

5.5.2 REQUIRED BARRIER-FREE PARKING SPACES FOR NON-RESIDENTIAL USES

The following barrier-free parking spaces shall be provided as part of the parking requirements set out in Section 5.7 for all uses, excluding Residential and those outlined in Section 5.5.2.1:

Number of Provided Parking Spaces for Non-Residential Uses	Minimum Number of Required Barrier-Free Parking Spaces
1	1 however, such space need not be marked as a barrier-free parking space
2 to 12	1 Space
13 to 35	2 Spaces
36 to 100	2 Spaces plus 4% of the total number of parking spaces over 35
101-200	5 Spaces plus 3% of the total number of spaces over 100.
200+	8 Spaces plus 2% of the total number of spaces over 200

AMENDMENT 4 – ADDITIONAL BARRIER-FREE PARKING SPACES REQUIRED FOR SPECIFIC USES

Add a new provision under Section 5.5.2

5.5.2.1 – ADDITIONAL REQUIRED BARRIER-FREE PARKING SPACES FOR SPECIFIC NON-RESIDENTIAL USES

Despite the barrier-free parking requirements outlined in Section 5.5.2, the following uses shall provide a minimum of 5% of provided parking spaces as barrier-free:

- A. *Assembly Facilities*
- B. *Funeral Service Establishments*
- C. *Ice Rinks*
- D. *Places of Worship*
- E. *Sports Stadiums*
- F. *Group Home*
- G. *Group Residence*
- H. *Hospice*
- I. *Hospitals*
- J. *Medical Centre,*
- K. *Nursing and Residential Care Facilities*

AMENDMENT 5 – EXCEPTION TO BARRIER-FREE PARKING REQUIREMENTS FOR CERTAIN RESIDENTIAL USES

Add a new Section 5.5.4

5.5.4 – EXCEPTION TO BARRIER-FREE SPACE PARKING REQUIREMENTS FOR CERTAIN RESIDENTIAL USES

Where residential units are accessed via individual driveways with no common parking lot, and such driveway provides the parking space, the requirement to provide barrier-free parking is waived.

AMENDMENT 6 – REDUCTIONS TO MINIMUM PARKING REQUIREMENTS

Repeal Section 5.7 and replace with a new Section 5.7 as per the table below:

5.7 MINIMUM PARKING REQUIREMENTS FOR ALL PERMITTED USES

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Residential Structure	No requirement for the first 4 dwelling units then 0.5 spaces per dwelling unit thereafter	0.75 spaces per dwelling unit	1 space per dwelling unit
Accommodation Services {2009-5}	0.75 spaces per guest room plus .75 spaces per employee on the largest shift	0.75 spaces per guest room plus .75 spaces per employee on the largest shift	1 space per guest room plus 1 space per employee on the largest shift
Agriculture Uses	No parking required for main use	No parking required for main use	No parking required for main use
Amusement and Fitness Facilities	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Amusement Parks	6 spaces/activity or attraction	7.5 spaces/activity or attraction	8 spaces/activity or attraction
Animal Pens and Cages	No parking required for main use	No parking required for main use	No parking required for main use
Arts, Culture, and Heritage Uses	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Assembly Facilities {2014-6}	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Athletic Fields	No parking required for main use	No parking required for main use	No parking required for main use
Auto Body Repair Establishments	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	the first 1000m ² + 0.6 spaces per 200m ² thereafter		
Bakeries	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Bandstands	No parking required for main use	No parking required for main use	No parking required for main use
Bed and Breakfasts	0.6 spaces per guest room plus + required parking for residence	0.75 spaces per guest room plus + required parking for residence	0.8 spaces per guest room plus + required parking for residence
Bingo Halls	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Bowling Greens	No parking required for main use	No parking required for main use	No parking required for main use
Broadcasting	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Building, Hardware, and Garden Supply Store	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Bulk Storage of Fossil Fuels	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Campgrounds	No parking required for main use	No parking required for main use	No parking required for main use
Care Facilities	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Casinos	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Catering Establishments	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Cemeteries and Crematoriums	No parking required for main use	No parking required for main use	No parking required for main use
Colleges	0.6 spaces per 2 employees + 0.6 spaces per 10 students with full time enrollment	0.75 spaces per 2 employees + 0.75 spaces per 10 students with full time enrollment	0.8 spaces per 2 employees + 0.8 spaces per 10 students with full time enrollment
Computer and Electronics Manufacture and Repair	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Conservation Area	No parking required for main use	No parking required for main use	No parking required for main use
Contractors Yards	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Convenience Stores	No minimum parking for the first 450m ² , Gross Floor Area, 2.1	2.1 spaces per 100m ² for the first 1000m ² +	2.8 spaces per 100m ² for the first 1000m ² +

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	0.75 space per 200m ² thereafter	0.8 space per 200m ² thereafter
Day Care Facilities	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Dry Cleaning and Laundry Plants	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Elementary Schools	0.6 spaces per classroom	0.75 spaces per classroom	1 space per classroom
Emergency Response Centres	No parking required for main use	No parking required for main use	No parking required for main use
Food Services (Exclusions: Bakeries and Take-out Establishments)	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Food Services as an Accessory Use (Less than 25% of main building Gross Floor Area)	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 spaces per person max. building capacity
Fruit and Vegetable Stand	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Fuel Sales {2014-6}	No parking required for fuel sales uses	No parking required for fuel sales uses	No parking required for fuel sales uses

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Funeral Service Establishments	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Furniture Store	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + .6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Golf Course	No parking required for main use	No parking required for main use	No parking required for main use
Greenhouse and Botanical Gardens	No parking required for main use	No parking required for main use	No parking required for main use
Group Home	No minimum parking for the first 450m ² , Gross Floor Area, 1.8 spaces per 100m ² of gross floor area thereafter	1.8 spaces per 100m ²	2.4 spaces per 100m ²
Group Residence	No minimum parking for the first 450m ² , Gross Floor Area, 1.8 spaces per 100m ² of gross floor area thereafter	1.8 spaces per 100m ²	2.4 spaces per 100m ²
Heavy Equipment Sales, Repair and Maintenance Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Hospices	No minimum parking for the first 450m ² , Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter	1.2 spaces per 100m ²	1.6 spaces per 100m ²
Hospitals	No minimum parking for the first 450m ² ,	1.2 spaces per 100m ²	1.6 spaces per 100m ²

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter		
Ice Rinks	.06 spaces per person max. building capacity	.075 spaces per person max. building capacity	.08 per person max. building capacity
Industrial Plazas	No minimum parking for the first 450m ² , Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter	1.2 spaces per 100m ²	1.6 spaces per 100m ²
Information and Technology Services (Including Call Centres)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Manufacturing	.06 spaces per employee on the largest shift	.075 spaces per employee on the largest shift	.08 spaces per employee on the largest shift
Marinas, Boat Launching Ramp, Wharves	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.6 space per docking slip	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.8 space per docking slip	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.8 space per docking slip
Medical Centres	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Motion Picture and Sound Recording Studios	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	1 spaces per employee on the largest shift
Motor Vehicle Equipment Rental and Leasing	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	spaces per 200m ² thereafter		
Motor Vehicle Sales and Parts Dealers	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Movie Theatres	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Nursing and Residential Care Facilities {2011-81}	0.6 spaces per 2 beds	0.75 spaces per 2 beds	0.8 spaces per 2 beds
Office Uses	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Open Pit Aggregate Extraction	No parking required for main use	No parking required for main use	No parking required for main use
Parks and Playgrounds	No parking required for main use	No parking required for main use	No parking required for main use
Personal Services (Exclusion: Funeral Service Establishments)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Personal Storage	No parking required for main use	No parking required for main use	No parking required for main use
Pet Care Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Pits and Quarries	No parking required for main use	No parking required for main use	No parking required for main use
Places of Worship {2014-6} Where <i>Assembly Facilities</i> are accessory to a <i>Place of Worship</i> , the greater of the two parking requirements between the <i>Assembly Facility</i> and the place of worship shall be applied, rather than an aggregate	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Power Centres {2012-158}	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Printing and Related Support Activities	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Professional, Scientific, and Technical Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Publishing Industries	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Rail Yards Related to Railway Uses	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Reload Centres for Logs and Pulpwood	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Rental and Leasing Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Repair and Maintenance Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Retail Trade	No minimum parking for the first 450m ² , Gross Floor Area, 2.7 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Road Transportation and Warehousing	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Rooming Houses	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Salvage Yards and Recycling Centres	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Secondary Schools	3 spaces per classroom	3 spaces per classroom	4 spaces per classroom
Shopping Centres	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of	2.1 spaces per 100m ²	2.8 spaces per 100m ²

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	gross floor area thereafter		
Skateboard Park	No parking required for main use	No parking required for main use	No parking required for main use
Sports Stadiums	0.12 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Strip Plaza	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Take-out Facilities that are not part of a restaurant	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Tennis, Squash, and Racquet Ball Courts	No parking required for main use	No parking required for main use	No parking required for main use
Tourism Uses (Exclusions: Marinas and Amusement Parks)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
University	0.6 spaces per 2 employees + 0.6 spaces per 10 students with full time enrollment	0.75 spaces per 2 employees + 0.75 spaces per 10 students with full time enrollment	0.8 spaces per 2 employees + 0.8 spaces per 10 students with full time enrollment
Utilities	No parking required for main use	No parking required for main use	No parking required for main use
Veterinary Clinic	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Warehousing, Wholesaling, and Distribution Centres	0.6 spaces per employee on the largest shift	0.6 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift

AMENDMENT 7 – ELECTRIC VEHICLE (EV) READINESS REQUIREMENTS

Add a new Section 5.8

5.8 ELECTRICAL VEHICLE (EV) READINESS PARKING REQUIREMENTS

For all new residential developments requiring a minimum of 5 parking spaces, at least 20% of required parking spaces shall be EV Ready. This provision shall not apply to any existing buildings that are being converted to residential units or where additional residential units are being added to an existing building.

For the purpose of this Section EV Ready shall mean that the spaces are adjacent to a conduit that is capable of being electrified to accommodate future electric vehicle chargers.

AMENDMENT 8 – BICYCLE PARKING REQUIREMENTS

Add a new Section 5.9

5.9 MINIMUM BICYCLE PARKING REQUIREMENTS

Bicycle parking shall be provided in accordance with the following table:

Total Number of Parking Spaces in Parking Area	Minimum Number of Required Bicycle Parking Spaces
1 to 9	0
10 to 19	2
20 or more	3 for the first 20 spaces plus 1 for each additional 20 parking spaces

5.9.1 LOCATION OF BICYCLE PARKING

Bicycle parking may be located in up to 2 required non-barrier-free parking spaces, so long as the spaces occupied by bicycle parking do not exceed 5% of the required parking.

5.9.2 BICYCLE PARKING DIMENSIONS

A bicycle parking space shall meet the following minimum dimensions:

- A. Length of 1.8 metres;
- B. Width of 0.6 metres.

5.9.3 SECURING BICYCLES

Bicycle parking shall provide the ability for users to securely store their bicycle by one of the following methods:

- A. A bicycle storage room or cage with a locking door and controlled access;
- B. A bicycle locker or container, sized to accommodate one bicycle and is lockable by the user; or
- C. A bicycle rack, ring, post, or U-stand that enables secure locking of the frame and at least one wheel; and is anchored to ground or building structure.

The Following Amendments are Minor in Nature, and intended as ‘housekeeping amendments’:

AMENDMENT 9 – SURFACE TREATMENT REQUIREMENTS

Repeal Section 5.2.2 and replace with an updated 5.2.2 as follows:

5.2.2 SURFACE TREATMENT OF PARKING AREAS

Unless otherwise noted in this By-law, all parking areas shall be constructed with a concrete, or asphalt surface on top of a proper granular base.

AMENDMENT 10 – PARKING SPACES ON NEIGHBOURING LOTS

Repeal Section 5.3.5 and replace with an updated 5.3.5 as follows:

5.3.5 PARKING SPACES ON NEIGHBOURING LOTS

Required parking spaces for developments within the downtown, all commercial, institutional and industrial zones, and residential structures containing more than 5 dwelling units, may be provided on a neighbouring or contiguous lot, provided that;

- A. In the *downtown* and Traditional Commercial Zone (C1) required parking spaces must be within 300m of the *lot* in which the building or use is located. Where shared parking arrangements are located outside the *downtown* or Traditional Commercial Zone (C1), the benefitting *lot*, and the *lot* for parking must abut one another,
- B. Where an industrially zoned *lot* provides parking to benefit a commercially zoned *lot*, such parking must conform to the commercial parking regulations regarding surface treatment,
- C. The 2 *lots* are under the same ownership, or the land to be used for parking is held under a lease having a definite term in excess of 10 years,
- D. The land to be used for parking is in a Commercial, Institutional, Low Density Residential (R3), Medium Density Residential (R4), High Density Residential (R5) or Industrial Zone, and

- E. The owner of the use or building served by the parking lot shall maintain the required number of parking spaces for as long as the use exists.

AMENDMENT 11 – REVISED DEFINITION OF ‘THE DOWNTOWN’ FOR PARKING PURPOSES

Add a new Section 5.10

5.10 INTERPRETATION ‘THE DOWNTOWN’

Notwithstanding the definition of the ‘Downtown’ found in Section 2.9, for the purposes of Section 5 – Parking Regulations, ‘Downtown’ shall refer to ‘Strategic Development Area – First Neighbourhoods’.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-140

AGREEMENT: A by-law to authorize the execution of the Second Extension Agreement between the City and Sault Ste. Marie Housing Corporation for a lease of space for Senior's Drop In Centre located at 619 and 615 Bay Street.

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 Extension Agreement dated September 22, 2025 between the City and Sault Ste. Marie Housing Corporation, a copy of which is attached as Schedule "A" hereto. This Second Extension Agreement is for a lease of space for the Senior's Drop In Centre located at 619 and 615 Bay Street.

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 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS SECOND EXTENSION AGREEMENT made in duplicate this 22nd day of September, 2025.

B E T W E E N:

SAULT STE. MARIE HOUSING CORPORATION

(hereinafter called the "Landlord")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS the City and the Ontario Housing Corporation originally entered into a Lease dated the 1st day of August, 1975 (the "Original Lease");

AND WHEREAS the Original Lease was then amended by Lease Amendment dated the 30th day of August 1983 (the "Amending Lease Agreement");

AND WHEREAS the Original Lease was then further amended by Lease Amendment dated the 2nd day of June 1988 (the "Second Amending Lease Agreement");

AND WHEREAS the Province subsequently passed Order in Council 2396/2000 which transferred all rights, interest, liability or obligations that Ontario Housing Corporation had in the said lands and premises covered by the Original Lease, Amending Lease Agreement and Second Amending Lease Agreement to Sault Ste. Marie Housing Corporation;

AND WHEREAS the Original Lease was to expire on the 1st day of August, 2025 and the parties entered into an Extension Agreement dated the 14th day of July, 2025;

AND WHEREAS the parties are in the process of negotiating the terms and conditions of a new lease agreement, the parties desire to extend the Original Lease on a month-to-month basis on the same terms and conditions until the negotiations are completed;

NOW THEREFORE in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

1. EXTENDED TERM

The Landlord and the Tenant hereto acknowledge and agree that the term in the Original Lease shall hereby further extended on a month-to-month basis, commencing October 1, 2025 and until the parties finalize a new agreement.

2. TERMS AND CONDITIONS

The Landlord and the Tenant acknowledge and agree that all other terms and conditions as set out in the Original Lease, shall remain unchanged.

IN WITNESS WHEREOF the parties have executed this Second Extension Agreement to be effective as of the date first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

SAULT STE. MARIE HOUSING CORPORATION

Per: _____

I have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR MATTHEW SHOEMAKER

CITY CLERK RACHEL TYCZINSKI

We have authority to bind the Corporation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-141

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street a portion of laneway described as PART PIN 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE, Lyons “A” Subdivision.

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 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE, Lyons “A” Subdivision.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2025-141. IT IS FOR INFORMATION PURPOSES ONLY.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2025-143

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 163 Memorial Avenue; 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 27, 30, 31, 34, 35, 38, 29, 42, 43, 46, 50, 54, 58, 79 Mulberry Street; and 159 Foxborough Trail (Fox Run Subdivision).

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. **163 MEMORIAL AVENUE; 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22, 23, 27, 30, 31, 34, 35, 38, 29, 42, 43, 46, 50, 54, 58, 79 MULBERRY STREET; AND 159 FOXBOROUGH TRAIL; LOCATED IN BLOCK 2 OF THE FOX RUN SUBDIVISION**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 100 attached as Schedule "A" to By-law 2005-150, is changed from R4.306 (Medium Density Residential) zone with a "Special Exception" to R4.306 Amended (Medium Density Residential) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 1(306) of By-law 2005-151 is amended by:

Adding the following new clause to Special Exception 306, subsection 1:

"I. Residential Structures containing one or more dwelling units"

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.

5. **BY-LAW 2025-127 REPEALED**

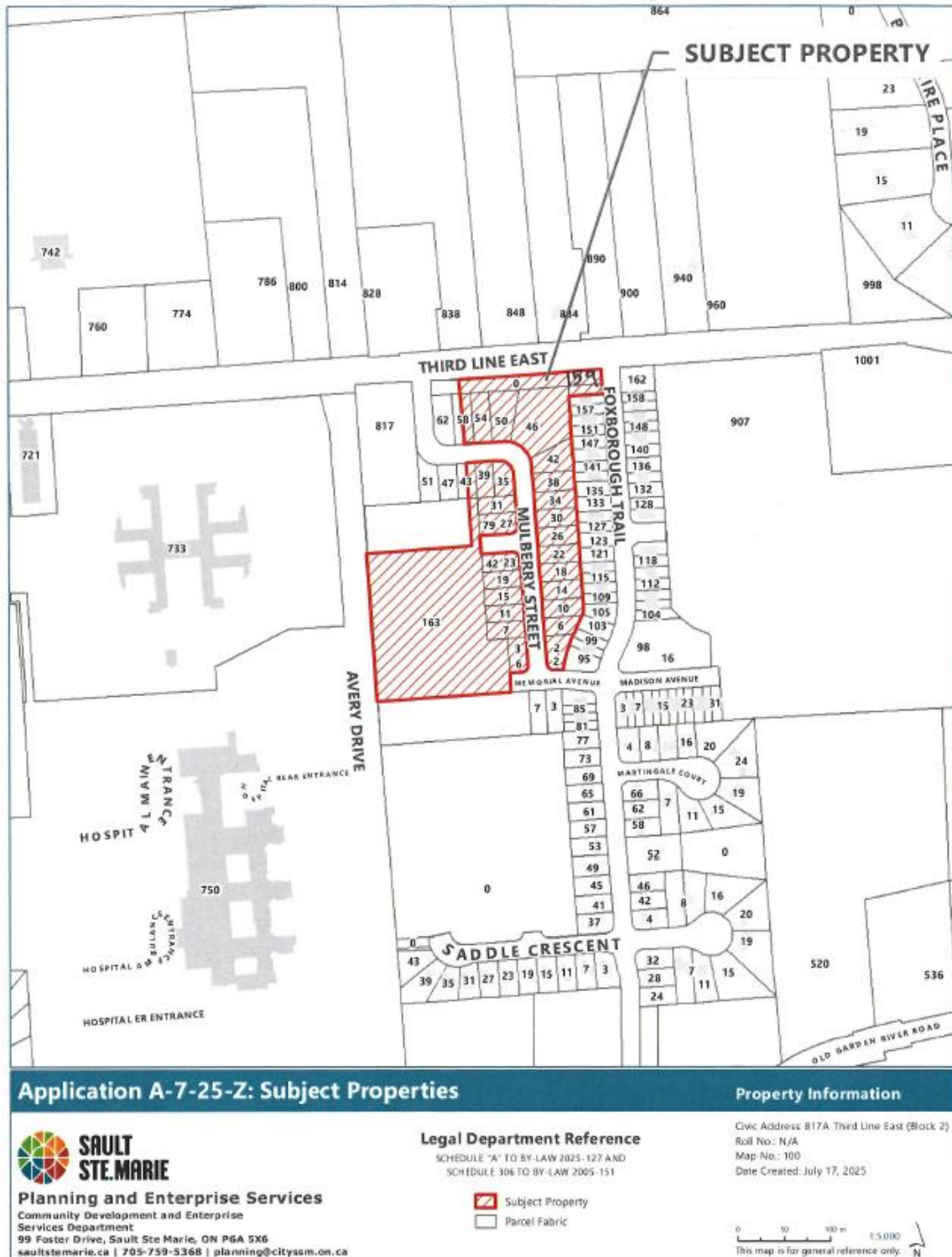
By-law 2025-127 is hereby repealed.

PASSED in Open Council this 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2025-143 AND
SCHEDULE 306 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2025-144

PROPERTY SALE: A by-law to amend Schedule “A” to By-law 2024-171 being a by-law to authorize the sale of surplus property being Civic 941 Queen Street East, legally described in PIN 31539-0151 (LT); Civic 941 Queen Street East Water Lot, legally described in PIN 31539-0153 (LT); and Civic 10 Lucy Terrace, legally described in PIN 31539-0148 (LT) to Green Infrastructure Partners Inc. (“GIP”).

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

1. **SCHEDULE “A” TO BY-LAW 2024-171 AMENDED**

Schedule “A” to By-law 2024-171 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-Law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to the attached Purchase and Sale Agreement, being Schedule “A” to this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference as of September 18, 2025,

BETWEEN:

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

(the "Vendor")

- and -

GREEN INFRASTRUCTURE PARTNERS INC.

(the "Purchaser")

RECITAL:

- A. The Vendor and the Purchaser have agreed to enter this Agreement to set forth the terms whereby the Purchaser has agreed to purchase, and the Vendor has agreed to sell to the Purchaser, the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and the non-refundable sum of One (\$1.00) Dollar paid by the Purchaser to the Vendor and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

- (1) The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:
- (a) **"Assumption Agreements"** means, an assumption agreement in the form attached at Schedule "C" hereto (in the event the subject transfer is to any person other than a lender/mortgagee) or Schedule "D" hereto (in the event the subject transfer is to a person who is a lender/mortgagee), as the case may be.
 - (b) **"Acceptance Date"** means the date on which the Vendor and the Purchaser duly execute this Agreement.
 - (c) **"Adjustments"** means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.2.

- (d) **“Authorities”** means all persons, utilities, agencies, boards, tribunals, commissions, branches, or offices of any federal, provincial, regional, municipal or other governmental departments having legal jurisdiction over the whole or any part of the Property and **“Authority”** means any one of them, in each case as the context requires.
- (e) **“Business Day”** means any day, other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.
- (f) **“Closing”** means the closing and consummation of the agreement of purchase and sale for the Property, including without limitation, the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date.
- (g) **“Closing Date”** means October 1, 2025 or such other date as the Vendor and the Purchaser mutually agree to.
- (h) **“Closing Documents”** means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser pursuant to Section 6.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor pursuant to Section 6.2.
- (i) **“Demolition Commencement Date”** means the date on which the Purchaser commences the demolition of the Hospital Building.
- (j) **“Demolition Completion Date”** means the date on which the Purchaser has completed the demolition of the Hospital Building and has completely removed and disposed of all construction and demolition waste from the Property (noting crushed brick and concrete that are needed for development shall remain on site), all to the satisfaction of the Vendor, acting reasonably.
- (k) **“Development Commencement Date”** means the date on which the Purchaser or any Permitted Assignee commences on-site excavation for the development of foundations at the Property in accordance with the provisions of this Agreement.
- (l) **“Encumbrances”** means all mortgages, pledges, charges, liens, prior liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to the Property, or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, servitudes, restrictions, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) against title to the Property or any part thereof or interest therein.
- (m) **“Environmental Laws”** means all statutes, laws, ordinances, codes, rules, regulations, orders and enforceable guidelines and directives, now or at any time hereafter in effect, made or issued by any municipal, provincial or federal government, or by any department, agency, board or office thereof, or by any board of fire insurance underwriters or any other governmental agency or

governmental source whatsoever, regulating, relating to or imposing liability or standards of conduct concerning the environment including, without limitation the use or occupancy of the Premises or any part thereof, or any material, substance or thing which may at any time be in, on, under or about the Premises or any part thereof or emanate therefrom. For greater certainty, the parties agree that Environmental Laws include the Environmental Protection Act, R.S.O. 1990. C. E. 19 (EPA) and the Ontario Water Resources Act, R.S.O. 1990, c. O. 40 (OWRA), as amended or replaced from time to time.

- (n) **“Hospital Building”** means the former General Hospital building located on the Property.
- (o) **“HST”** means the goods and services tax and/or the harmonized sales tax payable pursuant to the *Excise Tax Act* (Canada), as amended from time to time.
- (p) **“Known Environmental Risks”** means the known environmental on-property risks (but for greater certainty not off property risks) resulting from the historical potentially contaminating activities conducted on the Property being (i) historical fuel storage (1961-unknown), (ii) historical operation of an incinerator and back-up generator, (iii) historical chemical handling on-site (iv) historical operation as a snow dump and (v) asbestos in the Hospital Building and as set out in the following reports (a) Asbestos Assessment – D Wing (D-128, D-137, D-180) dated November 8, 2006, (b) Asbestos Survey and Awareness Training, dated February 28, 2012, (c) Asbestos Survey (Re-inspection) dated April 18, 2012 and (d) Underground Storage Tank Closure Report, dated October 2010 (the **“Environmental Reports”**) For greater certainty, Known Environmental Risks does not include Unknown Environmental Conditions.
- (q) **“Lands”** means the Property to the exclusion of the Hospital Building.
- (r) **“Laws”** means all laws, statutes, ordinances, regulations, by-laws, directions, orders, rules, requirements, building codes of every nature and kind, directions and guidelines of all Authorities.
- (s) **“Master Plan”** means the plan of the master-planned community outlining the future multi-residential and mixed-use development of the Property.
- (t) **“Notice”** has the meaning assigned in Section 10.14.
- (u) **“Permitted Assignee”** means an assignee that has been consented to by the Vendor in accordance with the terms and conditions of this Agreement.
- (v) **“Potentially Contaminated Soils”** means soil originating from the Lands that there is reason to believe exceeds the soil standards as set forth in the *Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act* based on either Table 2 (Full Depth Generic Site Condition Standards for Use in a Potable Groundwater Condition) for Residential / Parkland/ Institutional Property Uses or Table 8 (Generic Site Condition Standards for Use

within 30 m of a Water Body in a Potable Groundwater Condition) for Residential/ Parkland / Institutional / Industrial / Commercial / Community Property Uses as they relate to the intended use of the Lands that includes residential uses.

- (w) **“Project”** consists of two phases: (1) Phase 1: the demolition of the Hospital Building and removal of all demolition waste related to the Hospital Building from the Property and (2) Phase 2: the redevelopment concept to be constructed on the Property, including to the satisfaction of the Vendor, preliminary building schematics, conceptual plans and/or site plans.
- (x) **“Project Completion Date”** means the date that the Project has been completed in the reasonable discretion of the Vendor.
- (y) **“Property”** means the lands and premises as legally described in the attached Schedule A, together with all improvements, buildings, structures, equipment and appurtenances located therein and thereon.
- (z) **“Purchase Price”** means \$1.00 plus HST (if applicable).
- (aa) **“Purchaser’s Solicitors”** means Pallett Valo LLP.
- (bb) **“Realty Taxes”** means all taxes, rates, duties, levies, fees, charges (including local improvement charges) commercial concentration taxes and assessments of any kind and nature whatsoever, which are levied, imposed, assessed or charged by any lawful taxing authority whether school, municipal, regional, provincial, federal or otherwise, from time to time against or in respect of the Property or any part thereof.
- (cc) **“Standards”** means the applicable standards in effect at the Landfill for the acceptance of solid hazardous and non-hazardous wastes at the time of disposal of waste from the Hospital Building.
- (dd) **“Transaction”** means the purchase and sale of the Property provided for in this Agreement.
- (ee) **“Unavoidable Delay”** means any prevention, delay, stoppage or interruption in performance due to weather conditions, strikes, lockouts, labour disputes, lack of materials or supplies, legal or regulatory impediment, acts of God, the occurrence of enemy or hostile action, civil commotion, fire or other casualties or conditions, or due to any other causes beyond the reasonable control of the Purchaser where the effects of such casualty or contingency are not avoidable by the exercise of reasonable effort or foresight by the Purchaser (but does not include insolvency, lack of funds, or other financial casualty or contingency).
- (ff) **“Unknown Environmental Conditions”** means all environmental conditions resulting from the historical potentially contaminating activities on the Property both on the Property and those environmental conditions on any other property as a result of the historically potentially contaminating activities on the Property, being (i) historical fuel storage (1961-unknown), (ii) historical operation of an incinerator

and back-up generator, (iii) historical chemical handling on-site and (iv) historical operation as a snow dump that are not set out in the Environmental Reports including those (i) arising as a result of any Release of any hazardous substance on or into the Property or any real property adjoining the Property that are not disclosed in the Environmental Reports.

(gg) “**Vendor’s Solicitors**” means Aird & Berlis LLP.

ARTICLE 2

AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale of the Property

- (1) Upon and subject to the terms and conditions of this Agreement, the Vendor will sell, and the Purchaser will purchase, the Property in consideration of the payment of the Purchase Price. This Agreement shall be completed on the Closing Date, subject to real property registrations being electronically effected in the appropriate land registry office.

2.2 Acknowledgement of Purchaser as to Condition of Property

- (1) Save and except as otherwise provided in this Agreement, the Purchaser acknowledges and agrees that the Property is being purchased by the Purchaser on an “as is, where is” basis as of the Closing Date, subject to the Permitted Encumbrances and the Purchaser acknowledges and agrees that:
 - (a) on Closing, title to the Property shall be subject only to the Permitted Encumbrances;
 - (b) except as otherwise expressly provided in this Agreement with respect to Known Environmental Risks, in entering into this Agreement, the Purchaser has relied and will continue to rely upon its own inspections and investigations with respect to the Property and subject thereto the Purchaser acknowledges that it is not relying on any information furnished by the Vendor, the Vendor’s real estate broker (if any) and/or any other person on behalf of or at the direction of the Vendor in connection therewith;
 - (c) the Purchaser acknowledges and agrees that no statements or representations by any representative of the Vendor have induced or influenced the Purchaser to enter into this Agreement or to agree to any of its terms, or except for the representations and warranties of the Vendor set out in Section 2.3(4) and 7.1 of this Agreement, have been relied on in any way by the Purchaser as being accurate or have been taken into account by the Purchaser as being important to the Purchaser’s decision to enter into this Agreement or to agree to any of its terms; and
 - (d) this Section 2.2 shall survive Closing.

2.3 Future Development, Environmental

- (1) Except as set forth herein, the Vendor sells the Property without any warranty as to its suitability for use or development by the Purchaser, and without any express or implied agreement, representation or warranty of any kind whatsoever as to the area, physical characteristics, income, profitability, use or zoning, the existence of latent defects, or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied by the Vendor in connection with the Property and without limiting the foregoing, except as expressly set forth in this Agreement, any and all conditions or warranties, express or implied, pursuant to legislation or otherwise will not apply and are hereby waived by the Purchaser.
- (2) The Purchaser shall bear all risks with regard to the future use of the Property following the Closing Date, and, save and except as provided in this Agreement, the Purchaser shall have no claim whatsoever against the Vendor for any defect in the Property relating to any matter from and after the Closing Date.
- (3) Except as set forth herein, the Purchaser acknowledges and agrees that the Vendor makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any PCBs, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “**Environmental Matters**”) and, except as set forth herein, that the Purchaser takes the Property “as is”, which includes the Lands and the Hospital Building, and relies upon its own investigations, if any, in this regard. Except as set forth herein, from and after the Closing Date, the Property shall be the sole risk of the Purchaser, and the Vendor, its successors and assigns, will have no further liability in respect of any Known Environmental Risks.
- (4) The parties acknowledge that there are Known Environmental Risks as it relates to the Property. The Vendor represents and warrants that the Vendor has provided all environmental reports regarding the Property in its possession and has fully disclosed the knowledge and information it has (if any) about Environmental Matters to the Purchaser. In the event that the Vendor has failed to disclose any environmental reports in its possession to the Purchaser and/or the Vendor has failed to disclose to the Purchaser any knowledge and information the Vendor has about Environmental Matters and it is proven the Vendor actually had that information prior to the execution of this Agreement of Purchase and Sale, the Vendor shall indemnify and hold the Purchaser harmless from and against all claims, demands, liabilities, losses, costs, damages and expenses resulting from the Vendor’s failure to disclose such information. For greater certainty, the Vendor’s liability to the Purchaser with respect to Unknown Environmental Conditions shall expire upon the sale and transfer of the Property by the Purchaser to a third party purchaser, including Ruscio Masonry and Construction Limited (“**Ruscio**”).
- (5) This Section 2.3 shall survive Closing.

2.4 Indemnities

- (1) The Purchaser covenants and agrees to indemnify and save the Vendor harmless from any and all demands, suits, actions, claims, damages, costs and expenses of any nature arising pursuant to the Property with respect to any matter which occurs on or after and which relates only to the period from or after the Closing Date.
- (2) This Section 2.4 shall survive Closing.

2.5 No Assignment

- (1) The Purchaser shall not be permitted to assign this Agreement prior to Closing.

ARTICLE 3 PURCHASE PRICE

3.1 Payment of Purchase Price

- (1) The Purchase Price shall be paid to the Vendor's Solicitors (or as the Vendor may otherwise direct) on Closing.

3.2 Adjustments

- (1) Adjustments shall be made as of the Closing Date. From and including the Closing Date, the Purchaser shall be responsible for all expenses and shall be entitled to all revenues accruing from the Property. The Adjustments shall include, as applicable, local improvement rates and charges, water and assessment rates, Realty Taxes, utility deposits, licenses necessary for the operation of the Property and all other items normally adjusted between a vendor and purchaser in respect of the sale of a property similar to the Property.
- (2) If the final cost or amount of an item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by the Vendor acting reasonably as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined, the Vendor or the Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the parties shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the parties, the final cost or amount of an item shall be determined by auditors appointed jointly by the Vendor and the Purchaser, with the cost of such auditor's determination being shared equally between the parties. All Adjustments must be finalized by no later than the one (1) year anniversary of the Closing Date.
- (3) A statement of adjustments shall be delivered to the Purchaser by the Vendor at least five (5) Business Days prior to the Closing Date and shall have annexed to it complete details of the calculations used by the Vendor to arrive at all debits and credits on the statement of adjustments. The Vendor shall give the Purchaser's representatives reasonable access to

the Vendor's working papers and backup materials in order to confirm the statement of adjustments.

- (4) Insurance premiums shall not be adjusted as of the Closing Date, but insurance shall remain the responsibility of the Vendor until the Closing Date, and from and thereafter the Purchaser shall be responsible for placing its own insurance. This Section 3.2(4) remains subject to the Purchaser's insurance responsibilities as required and particularly outlined in the agreement respecting safety, legal compliance and legal responsibility entered into by the Purchaser and the Vendor dated November 26, 2024.

ARTICLE 4 TITLE SEARCH

4.1 Title

- (1) The Purchaser shall at its sole cost and expense be allowed until 4:30 p.m. on September 25, 2025 (the "**Requisition Deadline**") to investigate title to the Property and to satisfy itself that the title to the Property is free and clear of all Encumbrances and to submit any valid and material objections to title to the Property save and except for: (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property; and (e) the permitted encumbrances set out in Schedule B attached hereto (collectively, the "**Permitted Encumbrances**"). If prior to that deadline, a valid and material objection to title is made in writing by the Purchaser to the Vendor (a "**Requisition**"), which the Vendor shall be unwilling or unable to remove or satisfy (including, without limitation, by way of title insurance) and which the Purchaser will not waive, then, if the Purchaser is not then in default hereunder, the Purchaser may notify the Vendor in writing by no later than five days of receipt of the Vendor's notice that the Purchaser will not waive the Requisition and has elected to terminate this Agreement, in which case, so long as the Purchaser is not otherwise in default hereunder, this Agreement shall be at an end and each of the parties hereto shall otherwise have no further covenants or obligations hereunder. Except for any valid Requisition so made on or before the Requisition Date, the Purchaser shall be deemed to have accepted title to the Property.

ARTICLE 5 CONDITIONS

5.1 Conditions in Favour of Vendor

- (1) The obligation of the Vendor to complete the Transaction shall be subject to the following conditions:
 - (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects;
 - (b) on Closing, the representations and warranties of the Purchaser set out in Section 7.2 shall be true and accurate in all material respects; and
 - (c) the Vendor simultaneously completes the transaction to sell to Ruscio the property set out in Schedule “A” of the Agreement of Purchase and Sale between the Vendor and Ruscio dated the date hereof.
- (2) The conditions set forth in Section 5.1 are for the benefit of the Vendor and may be waived in whole or in part by the Vendor by Notice to the Purchaser prior to the date for the satisfaction of such conditions.
- (3) If any of the conditions in this Section 5.1 are not satisfied or waived on or before the applicable date/time, this Agreement shall be deemed to be terminated, null and void and of no further force or effect whatsoever, each of the Vendor and Purchaser shall be released from all liabilities and obligations under this Agreement unless any such condition has not been satisfied as a result of a default by the Purchaser or Vendor, and save and except for those provisions which expressly survive termination of this Agreement.

5.2 Conditions in Favour of the Purchaser

- (1) The obligation of the Purchaser to complete the Transaction shall be subject to the following conditions:
 - (a) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been complied with or performed in all material respects;
 - (b) on Closing, the representations and warranties of the Vendor set out in Section 2.3(4) and Section 7.1 shall be true and accurate in all material respects; and
 - (c) an agreement relating to the Property between the Purchaser and Ruscio shall have been executed.
- (2) The conditions set forth in Section 5.2 are for the benefit of the Purchaser and may be waived in whole or in part by the Purchaser by Notice to the Vendor prior to the date for the satisfaction of such conditions.

- (3) If any of the conditions in this Section 5.2 are not satisfied or waived on or before the applicable date/time, this Agreement shall be deemed to be terminated, null and void and of no further force or effect whatsoever, each of the Vendor and Purchaser shall be released from all liabilities and obligations under this Agreement unless any such condition has not been satisfied as a result of a default by the Purchaser or Vendor, and save and except for those provisions which expressly survive termination of this Agreement.

ARTICLE 6 CLOSING DOCUMENTS

6.1 Vendor's Closing Documents

- (1) On or before Closing, subject to the provisions of this Agreement, the Vendor shall prepare and execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:
- (a) transfer relating to the Property in favour of the Purchaser, in registerable form;
 - (b) a certificate pursuant to Section 116 of the Income Tax Act of Canada in respect of the Transaction;
 - (c) a direction as to the payee or payees of the Purchase Price;
 - (d) the Project Milestone Agreement;
 - (e) the Option Agreement;
 - (f) a bring-down certificate stating that the representations and warranties of the Purchaser expressed herein are true and correct as of the Closing Date; and
 - (g) all other conveyances and documents which are required and which the Purchaser has reasonably requested on or before the Closing Date to give effect to the proper transfer, assignment and conveyance by the Vendor to the Purchaser of the Property.
- (2) All documentation shall be in form and substance acceptable to the Purchaser acting reasonably and in good faith.

6.2 Purchaser's Closing Documents

- (1) On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's Solicitors the following:
- (a) the balance of the Purchase Price pursuant to Article 3;
 - (b) an undertaking by the Purchaser to readjust all items on or omitted from the statement of adjustments;

- (c) direction re title;
 - (d) the Project Milestone Agreement;
 - (e) the Option Agreement;
 - (f) the Section 118 Restriction;
 - (g) a bring-down certificate stating that the representations and warranties of the Purchaser expressed herein are true and correct as of the Closing Date; and
 - (h) all other conveyances and documents which are required and which the Vendor has reasonably requested on or before the Closing Date to give effect to the proper transfer, assignment and conveyance by the Vendor to the Purchaser of the Property.
- (2) All documentation shall be in form and substance acceptable to the Vendor acting reasonably and in good faith.

6.3 Costs and HST

- (1) The Purchaser hereby represents, warrants and certifies to the Vendor with respect to the Property, as follows:
- (a) the Purchaser shall be purchasing the Property on the Closing Date, as principal for its own account and not as an agent, trustee or otherwise on behalf of another person, provided that in the event that the Purchaser is purchasing the Property as agent, nominee or trustee on behalf of another person or entity as beneficial owner (the “**Purchaser Beneficial Owner**”), the Purchaser’s HST Certificate shall contain the HST registration number of the Purchaser Beneficial Owner and shall be provided by both the Purchaser and the Purchaser Beneficial Owner;
 - (b) the Purchaser (or the Purchaser Beneficial Owner, if applicable) shall be registered under subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) (the “**ETA**”) for the collection and remittance of harmonized sales tax (“**HST**”);
 - (c) the Purchaser (or the Purchaser Beneficial Owner, if applicable) shall be liable, shall self-assess and remit to the appropriate governmental authority all HST that is payable under the ETA in connection with the transfer of the Property made pursuant to this Agreement, all in accordance with the ETA;
 - (d) the Vendor shall not collect HST on Closing regarding the Property and shall allow the Purchaser (or the Purchaser Beneficial Owner, if applicable) to self-assess and remit HST to the Receiver General in accordance with the ETA; and
 - (e) the Purchaser and the Purchaser Beneficial Owner, if any, shall jointly and severally indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest that may become payable by or assessed against the

Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser or the Purchaser Beneficial Owner, if any, on the Closing Date, or any failure by the Purchaser or the Purchaser Beneficial Owner to fulfill its obligations in connection with any matter raised in this Section 10.1 or contained in any declaration referred to herein; and (f) the Purchaser (and the Purchaser Beneficial Owner, if any) shall tender on Closing a certificate and indemnity including verification of the Purchaser's (or the Purchaser Beneficial Owner's, if applicable) registration number issued by Canada Revenue Agency under the ETA and otherwise incorporating the matters set out in this Section 6.3 (the "**Purchaser's HST Certificate**").

ARTICLE 7 REPRESENTATIONS

7.1 Vendor's Representations

- (1) The Vendor hereby represents and warrants to and in favour of the Purchaser that:
- (a) the Purchaser is a municipal corporation duly established and organized under the Province of Ontario;
 - (b) the Vendor is the sole registered and beneficial owner of the Property;
 - (c) there are no current actions, suits or proceedings pending against the Vendor or, to the knowledge of the Vendor, currently threatened against or affecting the Vendor in relation to the Property, in law or in equity, which could affect the validity of this Agreement; and
 - (d) this Agreement has been validly authorized, executed and delivered by the Vendor and constitutes a valid and legally binding obligation of the Vendor, enforceable against it in accordance with its terms.

7.2 Purchaser's Representations

- (1) The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date:
- (a) it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
 - (b) it is not a non-Canadian within the meaning of the Investment Canada Act (Canada);
 - (c) there are no current actions, suits or proceedings pending against the Purchaser or, to the knowledge of the Purchaser, currently threatened against or affecting the Purchaser in relation to the Property, in law or in equity, which could affect the validity of this Agreement; and

- (d) this Agreement has been validly authorized, executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms.

ARTICLE 8 PROJECT MILESTONES

8.1 Project Development

- (1) The Purchaser, or a Permitted Assignee thereof, shall construct, complete and develop the Project on the Property, subject to the following terms and conditions:
 - (a) the Purchaser, or a Permitted Assignee thereof, covenants and agrees to develop the Property substantially in accordance with the Project and the Master Plan as referred to in Section 8.4(1) hereof, subject only to those modifications as may be agreed to between the parties, acting reasonably.

8.2 Project Milestone- Phase 1

- (1) The Purchaser shall complete Phase 1 of the Project on the Property, subject to the following terms and conditions:
 - (a)
 - (i) the Purchaser shall have a period of twelve (12) months from the Demolition Commencement Date to demolish the Hospital Building located on the Property and remove all related demolition waste at the Purchaser's sole expense and liability (save and except for the Vendor's obligations and contributions set out in Section 8.3); and
 - (ii) the Purchaser covenants to commence demolition of the Hospital Building within 45 days of the Closing Date and to substantially complete the demolition within twelve (12) months of the Demolition Commencement Date, subject to Unavoidable Delay.

8.3 Phase I Obligations of the Vendor

- (1) Commencing on the Demolition Commencement Date and for a period of twelve (12) months thereafter, the Vendor agrees that the Purchaser and its contractors shall be permitted to dispose of up to 6,800 metric tons of construction and demolition waste comprising a combination of accepted solid hazardous material and accepted non-hazardous material originating from the Property at the Vendor's landfill located on Fifth Line in the City of Sault Ste. Marie (the "**Landfill**") provided that prior to the Closing Date, the Vendor shall confirm that the material to be deposited from the Property at the Landfill complies with the Standards. The Vendor agrees to waive any and all tipping fees for the deposit of such waste materials. Any waste that does not comply with the Standards may not be deposited at the Landfill. Notwithstanding the foregoing, the Purchaser shall be responsible for all costs, expenses, and liabilities arising out of ensuring compliance with

the Standards. For clarity, the Purchaser shall be responsible for the payment of all tipping fees for construction and demolition waste originating from the Property exceeding 6,800 metric tons that is deposited at the Landfill.

- (2) Commencing on the Demolition Commencement Date and for a period of twelve (12) months thereafter, the Vendor agrees that the Purchaser and its contractors shall be permitted to dispose of brown exterior bricks from the Property at the Vendor's landfill located on Great Northern Road or at other sites as agreed to between the parties at no cost to the Purchaser.
- (3) The Vendor agrees to provide a contribution from the Municipal Demolition Reserve Fund in the amount of \$100,000.00 to the Purchaser. 50% of such payment is to be made forthwith following the Demolition Commencement Date and the remaining 50% of such payment is to be made on the Demolition Completion Date. Promptly following the date that the Purchaser completes the demolition of the Hospital Building and the removal of all waste materials generated by such demolition from the Property, the Purchaser shall provide notice in writing to the Vendor thereof (the "Notice of Demolition Completion"). The Vendor shall have 30 Business Days following delivery of the Notice of Demolition Completion notice to confirm that the Demolition Completion Date has been achieved. If the Vendor does not deliver notice in writing to the Purchaser specifying in detail any deficiencies in the completion of the Purchaser's demolition and removal of waste material from the Property in accordance with the applicable provisions of this Agreement, the Demolition Completion Date will be deemed to have occurred on the 30th Business Day following the date of the Purchaser's Notice of Demolition Completion.

8.4 Project Milestones – Phase 2

- (1) The Purchaser shall have a period of thirty-six (36) months from the Closing Date to deliver to the Vendor, a plan of the master-planned community outlining the future multi-residential and mixed-use development of the Property (the "**Master Plan**"), which plan shall be subject to the approval of the Vendor, acting reasonably. Notwithstanding the foregoing, the Purchaser, or a Permitted Assignee thereof shall initiate and commission the plan referenced in this Section 8.4(1) following the Demolition Commencement Date. Further, the Purchaser, or a Permitted Assignee thereof, shall submit and secure building permits for the construction of the master -planned community within a maximum of five (5) years from the Closing Date.

8.5 Phase 2 Obligations of the Vendor

- (1) Commencing on the Development Commencement Date and for a period of twelve (12) months thereafter, the Vendor shall permit the Purchaser and its contractors to dispose of all Potentially Contaminated Soils originating from the Property at the Landfill, during regular Landfill business hours at no cost to the Purchaser upon: (1) the receipt of acceptable Toxicity Characteristic Leaching Procedures (TCLP); (2) a letter from a qualified expert stating that the Potentially Contaminated Soils to be disposed of at the Landfill adheres to TCLP; and (3) confirmation that the Potentially Contaminated Soil adheres to the applicable Rules for Soil Management and Excess Soil Quality Standards,

as amended from time to time by the Province of Ontario. Such Potentially Contaminated Soils shall not be included in the calculation of the 6,800 metric tons of construction and demolition waste referenced in Section 8.3(1).

8.6 Other Vendor Contributions to the Project

- (1) When the Purchaser or a Permitted Assignee thereof, develops the Property substantially in accordance with the Project and the Master Plan, as referred to in Section 8.4(1) hereof, the Vendor agrees to provide in-kind services in support of the Project for services of up to \$190,000.00, such services to be determined at the Vendor's sole and absolute discretion. The parties acknowledge and agree that this Section 8.6 and Vendor's obligation shall apply only if the Purchaser is Green Infrastructure Partners Inc. or Ruscio. The Purchaser acknowledges and agrees that the Vendor may seek funding in the future from Federal or Provincial programs to assist with these in-kind services and any such monies received shall be considered as and applied by the Vendor as part of the maximum amount set out herein. Further, the Purchaser acknowledges and agrees that the Vendor shall maintain the calculation of the in-kind services so incurred by the Vendor and such calculation shall be accepted by the Purchaser.

8.7 Purchaser's Registration of Easements in Favour of the Vendor

- (1) Following the Closing Date, the Purchaser, or once the Purchaser's commitment in Section 8.2(1)(a)(i) is complete, a Permitted Assignee thereof, shall grant and attend to the registration of the following easements:
 - (a) Storm Sewer Easements over the lands marked as "A" on Schedule F or over such other location that may be suitable to the mutual satisfaction of the Purchaser and the Vendor, each acting reasonably, from time to time, which Storm Sewer Easements shall contain the terms and conditions in the Storm Sewer Easement Schedule attached as Schedule F1 hereto;
 - (b) two (2) Access Easements each over the lands marked as "B" and "C" on Schedule F, or over such other location that may be suitable to the mutual satisfaction of the Purchaser and the Vendor, each acting reasonably, from time to time, which Access Easements shall contain the terms and conditions in the Access Easement Schedule attached as Schedule F2 hereto; and
 - (c) the Purchaser, or a Permitted Assignee thereof, shall execute and deliver all documents which are required by the Vendor pertaining to this Section 8.7.
- (2) Until the easements referenced in this Section 8.7 are registered on title to the Property, the Purchaser shall provide the Vendor access to the lands outlined in Schedule F by executing separate licenses for each of the Storm Sewer Easement and the two Access Easements (which licenses shall be prepared upon the Vendor's form), which licenses shall contain the terms and conditions outlined in Schedule F1 and Schedule F2 (as applicable) and the matters referred to in Section 8.7(1) and which licenses shall be executed by the Vendor and the Purchaser within thirty (30) days of the Closing Date. The Vendor and Purchaser

agree that upon the Closing Date and until such time as the licences contemplated herein are executed, the Purchaser, shall grant to the Vendor access to the lands outlined in Schedule F upon the terms and conditions outlined in Schedule F1 and Schedule F2 (as applicable) and the matters referred to in Section 8.7(1):

- (a) with respect to the terms of the Access Easements, licenses and any other access to the Property after the Closing Date contemplated by the provisions of Section 8.7(2), such access to the Property shall be subject to such reasonable restrictions and conditions as the Purchaser may impose with respect to the following prior to completion of the Project:
 - (i) requirements for the Vendor and any person entering the Property for, on behalf of, or at the request or direction of, the Vendor to release, indemnify and save harmless the Purchaser, and its officers, directors and employees, agents, shareholders and contractors from and against any injury to such person or the loss or damage to property brought or left by such person on the Property,
 - (ii) requirements for the Vendor and such person to be insured for any such injury, loss or damage, to such limits and for such perils as the Purchaser, may reasonably require;
 - (iii) requirements for the Vendor and any such person comply with the instructions and directions of the Purchaser and its representatives with respect to matters of health and safety; and
 - (iv) requirements for the Vendor and any such person not to commence, continue, or leave any work upon the Property if such work will interfere with or delay the performance of the Project.

8.8 General Provisions.

- (1) This Article 8 shall survive Closing and, on Closing, a Notice of Agreement shall be registered on title to the Property in priority to all encumbrances on title (financial or otherwise) (the “**Project Milestone Agreement**”), which Project Milestone Agreement shall run with and bind the interest of the Purchaser in the Property, as an appurtenance to and for the benefit of the Vendor provided that upon any sale, transfer, assignment, mortgage or ground lease of the whole or any part the Property, the Purchaser shall obtain from and have executed by such transferee, assignee, mortgagee or ground tenant, as the case may be, and delivered to the Vendor (and so on, in the case of succeeding transfers) an Assumption Agreement (with such amendments thereto as may be reasonably requested by the transferee, assignee, mortgagee or ground tenant, as the case may be), such Assumption Agreement to be provided to the Vendor in the case of any future transferee, assignee, mortgagee or ground tenant concurrently with the grant of the applicable sale, transfer, assignment, mortgage or ground lease; but the foregoing shall not apply to tenants of parts of any buildings under leases made in the ordinary course of business, nor to any sale, transfer, assignment, mortgage or lease of any units in any condominium(s) created on

the Property. The Notice of Agreement referenced in this Section 8.8 shall not make reference to the the terms and conditions contained in this Article 8.

- (2) Notwithstanding the timelines contained in this Article 8, if at any time the Purchaser, or an assignee thereof, determines that the economic conditions are not favourable to proceed with the Project, the Purchaser or a Permitted Assignee thereof may make a written request to the Vendor to consent to an extension of the timelines outlined in this Article 8.
- (3) The parties acknowledge and agree that at any time following the Demolition Completion Date, the Purchaser may elect to sell the whole of the Property to a developer provided that the Purchaser has first complied with its obligations pursuant to Section 9.1(1) hereof. Upon completion of such sale, the purchaser thereof shall be a “Permitted Assignee” and shall assume the obligations of the Purchaser pursuant to the then applicable provisions of this Agreement and be entitled to the enforce the obligations of the Vendor outstanding hereunder, and the Purchaser shall upon closing of such purchase and sale, be relieved of all further obligations and liabilities pursuant to this Agreement.
- (4) The Purchaser acknowledges and agrees that nothing in the Agreement shall be construed as or have the effect of operating in any way to fetter the legislative discretion of the Vendor, or of any of its officers, employees, or agents, in the exercise of its statutory powers, including, but not limited to, any decision or approval under the *Planning Act* or the *Building Code Act*, 1992.

ARTICLE 9 VENDOR’S OPTION TO REPURCHASE

9.1 Vendor’s Option to Repurchase

- (1) The Purchaser hereby grants the Vendor a right of first refusal to purchase the Property subject to the terms set out below (the “**ROFR**”):
 - (a) if the Purchaser receives a bona fide offer from a third party other than Ruscio (an “**Offer**”, and the third party making such Offer, the “**Offeror**”) to purchase the Property, and the Purchaser intends to accept such Offer, then the Purchaser will first provide the Vendor, before entering into any agreement with the Offeror, a copy of the written Offer from the Offeror (such notification from the Purchaser to the Vendor, the “**ROFR Purchase Notice**”). At the time the Purchaser delivers a ROFR Purchase Notice, the Purchaser will also deliver to the Vendor a purchase and sale agreement to be signed by the Vendor, containing the economic terms set forth in the ROFR Purchase Notice and the following additional terms (the “**ROFR Purchase Agreement**”): (i) closing to occur within thirty (30) days following the Vendor’s exercise of its ROFR; and (ii) standard representations and warranties by the Purchaser with respect to authority and ownership of the Property;
 - (b) the Vendor will have twenty (20) Business Days after receipt of the ROFR Purchase Notice and the ROFR Purchase Agreement (the “**ROFR Exercise Period**”) to exercise its ROFR to purchase the Property by delivering to the Purchaser the

ROFR Purchase Agreement executed by the Vendor. The Vendor's exercise of its ROFR will be deemed effective if the Vendor executes and delivers the ROFR Purchase Agreement to the Purchaser during the ROFR Exercise Period. If the Vendor elects not to, or fails to exercise its ROFR prior to the expiration of the ROFR Exercise Period, the Purchaser will be free to sell the Property to the Offeror or its affiliate or assignee free of the Vendor's ROFR for a purchase price that is not lower than 95% of the purchase price set out in the ROFR Purchase Agreement and on terms and conditions that are not materially more favourable than set out in the ROFR Purchase Agreement;

- (c) if subsequent to delivery of the ROFR Purchase Notice and the ROFR Purchase Agreement, the Offeror negotiates a purchase price that is less than ninety-five percent (95%) of the purchase price set forth in the ROFR Purchase Agreement or on terms and conditions which are materially more favourable to the Offeror than those set forth in the ROFR Purchase Agreement delivered to the Vendor pursuant to Section 9.1(b), before the Purchaser may enter into such purchase and sale agreement with the Offeror, the Purchaser must again deliver a ROFR Purchase Notice and ROFR Purchase Agreement to the Vendor setting forth the revised terms and conditions and the terms of this Section 9.1(1)(a) and 9.1(1)(b) shall apply again;
 - (d) in the event the Vendor's ROFR is not exercised and the Purchaser completes the sale of the Property to an Offeror, the Vendor's ROFR shall be null and void; and
 - (e) the Vendor agrees that the provisions of this Section 9.1 shall not apply to a proposed sale of the Property to Ruscio and hereby waives the benefit of this Section 9.1 in the event of such sale.
- (2) On Closing, the Purchaser covenants and agrees to execute and deliver in favour of the Vendor the option agreement set out in Schedule E (the "**Option Agreement**") to this Agreement. The Option Agreement shall run with and bind the interest of the Purchaser in the Property, as an appurtenance to and for the benefit of the Vendor *provided that* if (A) the Purchaser is permitted to complete a sale of the Property to a third party purchaser in accordance with Section 9.1(c) of this Agreement or (B) the Purchaser proposes to sell the Property to Ruscio, and (C) such sale is to be completed after the earlier of the date that the Purchaser has either (i) completed remediation of the Property or, (ii) obtained a Record of Site Condition or Risk Assessment for the Property, then the Option Agreement shall expire coincident with the closing of such purchase and sale to a third party purchaser or to Ruscio and the Vendor shall, on request of and at the expense of the Purchaser, execute and deliver to the Purchaser a discharge of the Notice of Agreement registered on title to the Property, if so registered.
 - (3) This Article shall survive Closing.

ARTICLE 10 GENERAL

10.1 Municipal Approval

- (1) Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Council which authorized the execution of this Agreement, or any of its successor councils in the exercise of Council's discretionary powers, duties or authorities.

10.2 Headings

- (1) The headings contained herein are for reference only and in no way effect this Agreement or its interpretation.

10.3 Applicable Law

- (1) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.

10.4 Currency

- (1) All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

10.5 Invalidity

- (1) If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

10.6 Time of the Essence

- (1) Time shall be of the essence of this Agreement.

10.7 Further Assurances

- (1) Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds,

assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

10.8 Entire Agreement

- (1) This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the agreement of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the Schedules attached hereto.

10.9 Waiver

- (1) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

10.10 Solicitors as Agents and Tender

- (1) Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's solicitor(s) on behalf of the Purchaser and by the Vendor's Solicitors on behalf of the Vendor and any tender of Closing Documents and the Purchase Price may be made upon the Vendor's Solicitors and the Purchaser's solicitor(s), as the case may be.

10.11 Survival

- (1) Except as otherwise provided in this Agreement, no representations, warranties, covenants or agreements of either the Vendor or the Purchaser shall survive Closing. This provision survives Closing.

10.12 Successors and Assigns

- (1) All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

10.13 Notice

- (1) Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery, facsimile

transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Purchaser:

Green Infrastructure Partners Inc.
100 Commerce Valley Drive West
Markham, ON L3T 0A1

Attention: Nathan Corriveau, Executive Vice President,
Specialty Infrastructure Solutions
Email: ncorriveau@gipi.com

with a copy to the Purchaser's Solicitors

Pallett Valo LLP
77 City Centre Drive, Suite 300 West Tower
Mississauga, Ontario L5B 1M5

Attention: Alan S. Kay
Tel: (289) 805-4157
Email: akay@pallettvalo.com

(b) Vendor:

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

Attention: Assistant City Solicitor
Fax: 705-759-5405

with a copy to the Vendor's Solicitors:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario
M5J 2T9

Attention: Mario Pedro Phone: 647-426-2816
Email: mpedro@airdberlis.com

- (2) Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been

validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following Business Day.

10.14 No Registration of Agreement

- (1) The Vendor and the Purchaser covenant and agree not to register this Agreement or any notice of this Agreement on title to the Property.

10.15 Commissions

- (1) The parties acknowledge and agree that there are no commissions payable in connection with the Transaction.

10.16 Closing Arrangements

- (1) Each the Purchaser and the Vendor shall retain a lawyer to complete this Agreement, and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Vendor and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario.

10.17 Document Production and Discharges

- (1) Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of the Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor’s control to Purchaser as soon as possible and prior to the Requisition Date.
- (2) The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement (the “**DRA**”) to govern the electronic submission of the transfer/deed for the Property to the applicable Land Registry Office. The DRA shall outline or establish the procedures and timing for completing all registrations electronically and provide for all closing documents and closing funds to be held in escrow pending the submission of the transfer/deed to the Land Registry Office and its acceptance by virtue of being assigned a registration number. The DRA shall also provide that if there is a problem with the Teraview electronic registration system which does not allow the Parties to electronically register all registration documents on Closing, the Closing Date shall be deemed to be extended until the next day when the said system

is accessible and operating for the applicable Land Registry Office applicable to the Property.

10.18 Section 118 Registration

- (1) On the Closing Date, the Vendor will register, subject to the prior satisfaction of the Purchaser as to the form and content thereof, a restriction pursuant to Section 118 of the Land Titles Act, R.S.O. 1990, C.5 on the transfer of the Property or the creation of a charge on title to the Property without the express consent of the Vendor and the Vendor shall not unreasonably or arbitrarily withhold, condition or delay such consent if this agreement requires the Vendor's consent or shall provide such consent if this agreement allows such a transfer or charge without the Vendor's consent.
- (2) The Vendor covenants and agrees to discharge the Section 118 restriction upon the earliest of (a) or (b) or (c) below:
 - (a) if (A) the Purchaser is permitted to complete a sale of the Property to a third party purchaser in accordance with Section 9.1(c) of this Agreement or (B) the Purchaser proposes to sell the Property to Ruscio, and (C) such sale is to be completed after the earlier of the date that the Purchaser has either (i) completed remediation of the Property or, (ii) obtained a Record of Site Condition or Risk Assessment for the Property, coincident with the closing of such purchase and sale to a third party purchaser or to Ruscio; or
 - (b) on the Project Completion Date; or
 - (c) upon the expiry of the Vendor's option to purchase set out in the Option Agreement.

This Section 10.18 shall survive Closing.

10.19 Counterparts and Electronic Transmission

- (1) The parties agree that this Agreement may be executed in counterparts and transmitted by telecopier or email and that the reproduction of signatures in counterpart by way of telecopier or email will be treated as though such reproduction were executed originals.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Vendor and Purchaser have executed this Agreement as of the date first written above.

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

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

**GREEN INFRASTRUCTURE PARTNERS
INC.**

Per:  _____
Name: Patrick Dovigi
Title: President

I/We have authority to bind the Corporation

SCHEDULE A
LEGAL DESCRIPTION OF PROPERTY

FIRSTLY:

PIN 31539-0151 (LT)

PT PARK LT 18 CON 1, PT OF WATER LT IN FRONT OF PARK LT 18 CON 1, LT 19 CON 1 ST. MARY'S BEING PTS 15 & 16 1R10494 EXCEPT PT 18 1R13068; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 1R12959 AS IN AL143068; CITY OF SAULT STE. MARIE

SECONDLY:

PIN 31539-0153 (LT)

PT WATER LT IN FRONT OF PARK LT 19 CON 1 ST. MARY'S PT 18 1R10494 EXCEPT PT 19 1R13068; CITY OF SAULT STE. MARIE

THIRDLY:

PIN 31539-0148 (LT)

PT LTS 15, 16, 17 & 18 PL 844 ST. MARY'S BEING PT 6 1R10494 EXCEPT PT 17 1R13068; CITY OF SAULT STE. MARIE

SCHEDULE B
PERMITTED ENCUMBRANCES

GENERAL ENCUMBRANCES

- 1) All reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
- 2) Liens for taxes, local improvements, assessments or governmental charges or levies not at the time due or delinquent;
- 3) Undetermined, inchoate or statutory liens and charges (including the liens of public utilities, workers, suppliers of materials, builders, contractors, architects and unpaid vendors of moveable property) incidental to the current operation of the Property which relate to obligations not yet due or delinquent and which have not been registered in accordance with applicable law;
- 4) All agreements with a governmental authority or public utilities, including subdivision agreements, development agreements, engineering, grading or landscaping agreements, unregistered hydro easements and similar agreements provided that such agreements are complied with to the Closing Date;
- 5) The exceptions set out in Section 44(1) of the *Land Titles Act*.
- 6) Unregistered utility easements as of the execution of this Agreement.
- 7) Any rights of expropriation, access or use, or any other similar rights conferred or reserved by or in any statute of Canada or Ontario;
- 8) Minor title defects, irregularities or other matters relating to title that are of a minor nature and that in the aggregate do not materially impair the value, marketability or the use of the Property for the purpose for which it is currently used;
- 9) Any notice of this Agreement.

SPECIFIC ENCUMBRANCES

- 10) Instrument No. 1R10494 is a reference plan registered on August 2, 2002.
- 11) Instrument No. 1R12959 is a reference plan registered on June 5, 2014.
- 12) Instrument No. AL143068 is a Transfer Easement registered on March 2, 2015.
- 13) Instrument No. AL285298 is a Transfer registered on October 10, 2024.
- 14) Instrument No. AL285299 is a Transfer registered on October 10, 2024.

SCHEDULE C

FORM OF ASSUMPTION AGREEMENT – TRANSFER OTHER THAN MORTGAGE

TO: The Corporation of the City of Sault Ste. Marie (the “Addressee”)

RE: Project Milestone Agreement dated as of _____, 2025 (as amended, assigned, supplemented or otherwise modified to the date hereof, the “Project Milestone Agreement”) between <*> (the “Transferor”) and the Addressee

AND RE: [Insert details of the proposed transaction – sale, transfer, assignment, ground lease of <*>] (the “Transferred Lands”)

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby confirms and ratifies the terms of the Project Milestone Agreement and covenants and agrees in favour of the Addressee to perform and observe all of the covenants and obligations of the Transferor contained in the Project Milestone Agreement from and after the __day of _.

This assumption agreement benefits each of the Addressee and its/their respective successors and assigns and shall bind the undersigned and its successors and assigns.

DATED the <*> day of <*>, <*>.

[TRANSFEREE]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE D
FORM OF ASSUMPTION AGREEMENT –MORTGAGE

TO: The Corporation of the City of Sault Ste. Marie (the “Addressee”)

RE: Project milestone agreement dated as of _____, 2025 (as amended, assigned, supplemented or otherwise modified to the date hereof, the “Project Milestone Agreement”) between, among others, <*> (the “Mortgagor”) and the Addressee

AND RE: Mortgage registered as Instrument No. <*> on <*> (the “Mortgage”) by the Mortgagor in favour of the undersigned of [insert description of relevant lands] (the “Mortgaged Property”)

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the undersigned hereby covenants as follows:

- 1) The rights of the undersigned under its Mortgage are postponed and subordinated to the Project Milestone Agreement and the rights of the Addressee thereunder.
- 2) If the undersigned:
 - (a) takes possession of the Mortgaged Property (either in the character of mortgagee in possession or by way of a receiver or a receiver and manager or agent); or
 - (b) becomes by foreclosure or otherwise the owner of the Mortgaged Property;

then the undersigned will, only during such period of time as it is in possession as aforesaid or is the owner of the Mortgaged Property, observe and perform all of the obligations of the Mortgagor pursuant to the Project Milestone Agreement and for greater certainty, at such time as the undersigned is no longer in possession or the owner of the Mortgaged Property, the undersigned will have no further or other obligations under the Project Milestone Agreement and will be unconditionally released therefrom, in respect of the period from and after the date on which the undersigned is no longer in possession or the owner of the Mortgaged Property.

- 1) If the undersigned sells or causes the sale of the Mortgaged Property pursuant to the security of the undersigned, then concurrently with such sale the undersigned will cause the transferee to covenant with the Addressee, in each case as of the date of such sale, to observe and perform all of the obligations of the Mortgagor pursuant to the Project Milestone Agreement from and after the date of such sale.
- 2) Concurrently with the undersigned making any assignment or other disposition or encumbrance of its security by virtue of which the undersigned is the chargee of the Mortgaged Property, the undersigned will cause the person to whom the assignment or other disposition or encumbrance is made to provide a similar covenant to this covenant in favour of the parties having the benefit hereof.

This assumption agreement benefits each of the Addressee and its/their respective successors and assigns and shall bind the undersigned and its successors and assigns.

DATED the <*> day of <*>, <*>.

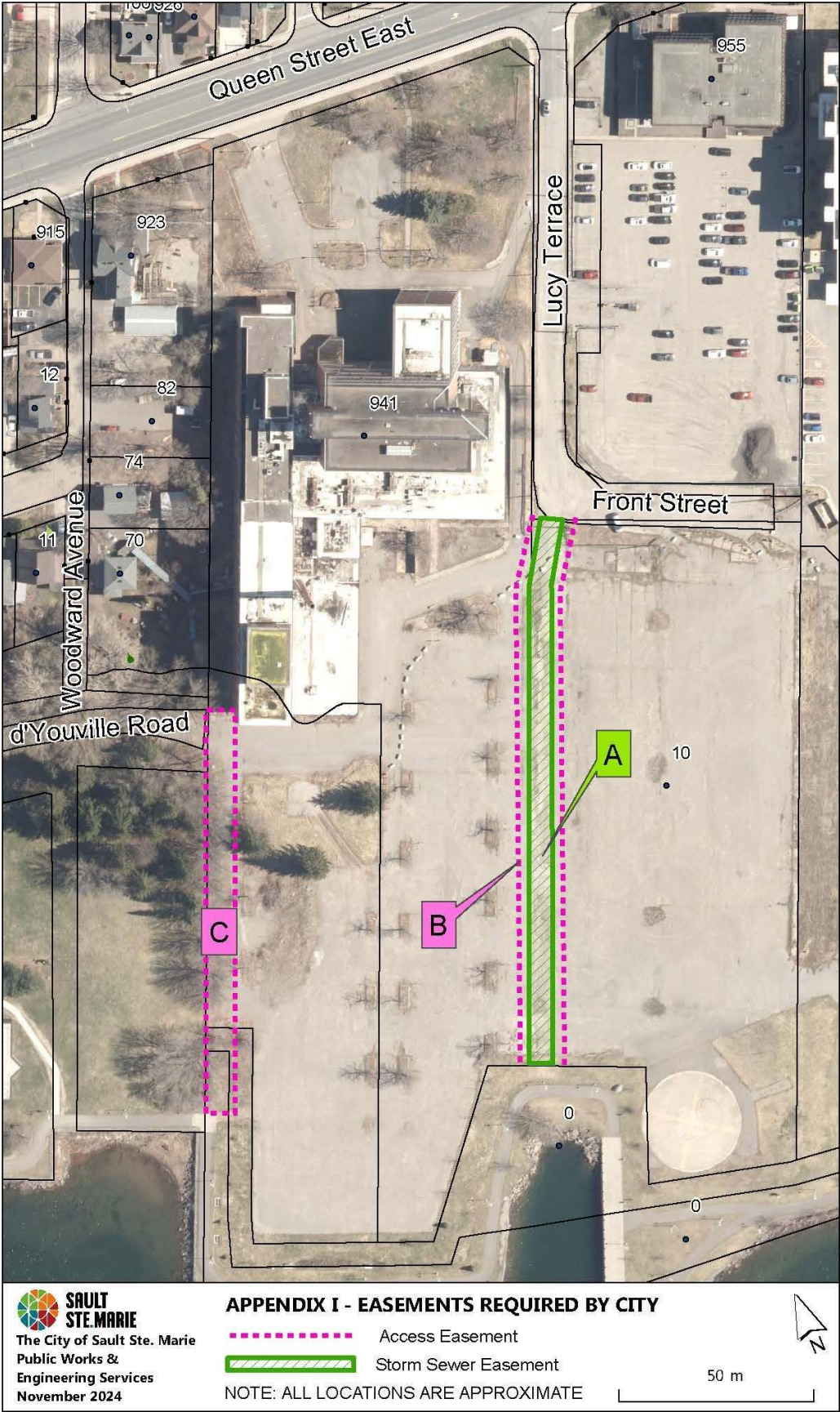
[MORTGAGEE]

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE E
FORM OF OPTION AGREEMENT

**SCHEDULE F
EASEMENTS REQUIRED BY THE VENDOR**



SCHEDULE F1
CONDITIONS OF STORM SEWER EASEMENT IN GROSS

The Purchaser does hereby grant, convey and transfer unto the Vendor, its successors and assigns the exclusive right, liberty, privilege and easement in, over, along, upon, under and through the lands of the Purchaser hereby described for the following purposes, namely:

- 1) To construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair on, in and under the said lands, drainage ditches and mains and pipes for storm sewers including all pipes, mains, conduits, connections, valves, apparatus, appliances, manholes, catchbasins and fixtures necessary or incidental thereto and for every such purpose and for all purposes necessary or incidental to the exercise of the rights hereby created, the Vendor shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.
- 2) The Purchaser shall have the right to fully use and enjoy the land subject always to and so as not to interfere with the rights and easements hereby granted to the Vendor.
- 3) The Vendor covenants to fill in all excavations and as far as practicable restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereon.
- 4) The Vendor shall be responsible for any damages to the property of the Purchaser caused directly or indirectly by the acts or omissions of the Vendor or persons acting under the authority of the Vendor.
- 5) The Purchaser shall be responsible for any damages to the property of the Vendor caused directly or indirectly by the acts or omissions of the Purchaser or persons acting under the authority of the Purchaser.
- 6) The Purchaser for themselves, their successors and assigns, covenant with the Vendor, its successors and assigns, to keep the said land free and clear of any trees, buildings, structures or obstructions; not to deposit on or remove any fill from the said land without first obtaining the prior consent of the Vendor; not to do or suffer to be done any other thing which might injure or damage the said storm sewer system of the Vendor and not to cover over or otherwise interfere with any catchbasin, manhole or other appliance that is level with or about the surface of the said lands.
- 7) The Purchaser covenants with the Vendor that it has the right to convey the said easement to the Vendor notwithstanding any acts of the Purchaser.

SCHEDULE F2
CONDITIONS OF ACCESS EASEMENT IN GROSS

1. The Purchaser hereby grants and conveys in perpetuity to the Vendor, and its successors and assigns, the right, interest and easement in gross, on, over, under and through the lands described in this document for the following purposes and subject to the terms set out below, namely:

To enter on and use the property described as:

Areas B and C on Schedule F (to be formally described on a future Reference Plan), hereinafter referred to as the “Easement Lands”

for access for municipal vehicles and equipment used for municipal purposes and for access to municipal property abutting the Easement Lands, including but not limited to snow plows, graders, garbage trucks, maintenance vehicles, parks vehicles, and emergency vehicles until such time as the Vendor no longer requires same.

2. The Purchaser covenants with the Vendor that it has the right to convey the easement over the Easement Lands and that it shall execute such further assurances of this easement as may be requisite.
3. Subject to the conditions set out herein, the Purchaser shall provide free, uninterrupted and unobstructed access to the Vendor, its servants, agents and vehicles for the purposes necessary for or incidental to the exercise and enjoyment of the rights transferred over the Easement Lands.
4. The Purchaser covenants and agrees with the Vendor that the Purchaser shall not build or cause to be built any building, structure, fence or other obstruction over the Easement Lands.
5. The Purchaser covenants that the Vendor shall have quiet possession and enjoyment of the Easement Lands.
6. The Vendor covenants with the Purchaser, its successors and assigns, to save harmless the Purchaser, its successors and assigns from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted in any manner, based upon, occasioned by or attributable to any injury or damage arising or resulting from any act or omission of the Vendor, its servants or agents in using or occupying the said Easement Lands.
7. The Vendor shall ensure that the Easement Lands are left in good, clean condition and free of winter refuse at the end of each winter season.
8. The Purchaser and Vendor covenant with each other that everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns.

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2025-142

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of laneway in the Lyons “A” Subdivision, Plan 6061 (Gaspere and Colleen Muto).

WHEREAS the street more particularly described as that portion of laneway described as PART PIN 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE, Lyons “A” Subdivision, Plan 6061 was established as a public street and assumed for public use by By-law 2025-141;

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 as a portion of laneway described as PART PIN 31572-0050 (LT) PT LT 23 PL 6061 KORAH AS IN T127796; LANE PL 6061 KORAH LYING E OF HUSTON ST (AKABEVERLY) PL 6061 EXCEPT T134490 & T134491; SAULT STE. MARIE, Lyons “A” Subdivision, Plan 6061, 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 22nd day of September, 2025.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-142 Street Closing and Conveyance Laneway Abutting 206 St.
George's Avenue West.docx

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2025-142. IT IS FOR INFORMATION PURPOSES ONLY.

