



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

Monday, December 15, 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>

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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**

18 - 50

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the Minutes of the Regular Council Meeting of November 24, 2025, Budget Meeting of November 24, 2025, and Budget Meeting of December 8, 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 R. Zagordo

Seconder Councillor S. Spina

Resolved that the Agenda for December 15, 2025 City Council Meeting as presented be approved.

- 6. Presentations**
- 6.1 Fire Master Plan Update** 51 - 60  
Suzanne Charbonneau-Dent, Tayport Limited
- 6.2 Northern Ontario Capacity** 61 - 90  
Sam Houston, Director, Dan Jones, Director, North Ontario Capacity GP Inc.;  
Dennis Labay, General Manager, Beamish Construction
- 7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda**
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that all the items listed under date December 15, 2025 – Agenda item 7 – Consent Agenda be approved as recommended.
- 7.1 Outstanding Council Resolutions** 91 - 94
- 7.2 2026 Borrowing By-law** 95 - 96  
A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.  
The relevant By-law 2025-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.3 Sanitary Sewer Fee Collection Service Agreement** 97 - 98  
A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.  
The relevant By-laws 2025-163 and 2025-170 are listed under item 12 of the Agenda and will be read with all other by-laws under that item.
- 7.4 Equipment Purchase – Two Refuse Trucks** 99 - 101  
A report of the Manager of Purchasing is attached for the consideration of Council.  
Mover Councillor R. Zagordo  
Seconder Councillor S. Spina  
Resolved that the report of the Manager of Purchasing dated December 15, 2025 concerning purchase of two refuse trucks as required by Public Works and Engineering Services – Landfill be awarded to FST Canada Inc. O/A Joe Johnson Equipment at the quoted amount of \$1,089,301.82 plus HST.



- 7.5                      Playground Equipment for Manitou Park                      102 - 103**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that the report of the Manger of Purchasing dated December 15, 2025 concerning the supply and installation of Playground Equipment for Manitou Park as required by CDES and PWES be awarded to Park N Water Ltd. at their proposed price of \$157,459.25 plus HST.
- 7.6                      2026 Aqueduct Repairs – Engineering Consultant Selection                      104 - 105**
- A report of the Manager of Design and Transportation Engineering is attached for the consideration of Council.
- The relevant By-law 2025-174 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.7                      Sault Ste. Marie Innovation Centre – GIS Contract Extension                      106 - 107**
- A report of the Manager of Information Technology is attached for the consideration of Council.
- The relevant By-law 2025-166 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.8                      Protexxa Inc. – Offer of Purchase and Sale                      108 - 119**
- A report of the Deputy CAO, Community Development and Enterprise Services and Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.
- The relevant By-law 2025-165 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.9                      Removal of Restrictive Covenant – 328 Queen Street East                      120 - 121**
- A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated December 15, 2025 concerning the removal of a restrictive covenant on 328 Queen Street be received and that Council authorize staff to take the necessary steps to remove the restrictive covenant to substantially renovate the interior from the Subject Property and to confirm that this condition is satisfied.

**7.10 Cemetery By-Law User Fee Update** 122 - 124

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

The relevant By-law 2025-168 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.11 Designated Heritage Property Tax Rebates 2025** 125 - 127

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Recreation and Culture dated December 15, 2025 concerning Designated Heritage Property Tax Rebates 2025 be received and that the designated heritage property tax rebates for the 2024 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

1. 69 Church Street – Provincial Air Hangar;
2. 875 Queen Street East – Insect Pathology Lab;
3. 864 Queen Street – Algonquin Hotel;
4. 119 Woodward Avenue;
5. 10 Kensington Terrace – Unit #1;
6. 10 Kensington Terrace – Unit #2;
7. 10 Kensington Terrace – Unit #3;
8. 115 Upton Road – 1902 Family Residence;
9. 193 Pim Street Wellington Square Townhouses;
10. 36 Herrick Street;
11. 358-366 Queen Street East – Barnes-Fawcett Blocks;
12. 242-246 Queen Street East – Hussey Block;
13. 99 Huron Street – Yard Locker;
14. 83 Huron Street – Machine Shop;
15. 1048 Queen Street – Eastbourne;
16. 54 Summit Avenue; and
17. 143 McGregor Avenue.

**7.12 Tourism Development Fund Applications – November 2025** 128 - 136

A report of the Director of Tourism and Community Development is attached

for the consideration of Council.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Director of Tourism and Community Development dated December 15, 2025 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$156,000 as detailed below be approved.

1. Gathering at the Rapids Pow Wow \$20,000;
2. Bon Soo Winter Carnival \$10,000;
3. Frozen Toe Fat Bike Race \$7,500;
4. Dave Kensit Swim Meet \$3,500;
5. Sault Pedal Pub \$50,000;
6. Sport Event Bid #2015-001 \$50,000; and
7. Conference Bid #2025-002 \$15,000.

**7.13            John Rhodes Community Centre Energy Retrofit and Accessibility Project            137 - 138**

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

The relevant By-law 2025-173 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.14            Donation – Tenaris Algoma Tubes            139 - 140**

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Fire Chief dated December 15, 2025 concerning the donation of \$10,000 from Tenaris Algoma Tubes be received and that Council approve moving any unused funds into the reserve and provide staff with the authority to move funds from the reserve for donation-related expenses in subsequent years.

**7.15            Repeal By-Law 2023-98 Fire Prevention Officers            141 - 142**

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

The relevant By-law 2025-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

**7.16            Deeming By-Law – Plummer and Smith Subdivision, Plan 327, 302 and 308            143 - 144**  
**Queen Street East (Pharmlaw Investments Inc. Joseph R. Greco)**

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

The relevant By-law 2025-169 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

<b>7.17</b>	<b>End-shareholder Form for PUC Banking</b>	<b>145 - 149</b>
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A report of the City Solicitor is attached for the consideration of Council.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the City Solicitor dated December 15, 2025 be received and that the Mayor be authorized to sign CIBC's Business Account Application and Agreement (Certificate regarding Information about a Corporate Owner of the Business) dated October 31, 2025.

<b>7.18</b>	<b>Quick Access – Video Remote Interpreting Pilot Extension</b>	<b>150 - 155</b>
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A report of the Accessibility Coordinator is attached for the consideration of Council.

The relevant By-law 2025-172 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

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

## 8.1 Administration

## 8.2 Corporate Services

### 8.3 Community Development and Enterprise Services

8.3.1 Municipal Support Resolution – Proposed Natural Gas Energy Project 156 - 163

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

The relevant By-law 2025-167 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

If Council would like to support the project, please approve the following Municipal Support Resolutions.

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

***Project 1: North Ontario Capacity Snow Dump Sault Ste. Marie***

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

Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals ("LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6599
- Legal name of the Proponent: NOC Snow Dump Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC Snow Dump Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080008

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  - d. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

***Project 2: North Ontario Capacity McQueen Sault Ste. Marie***

Whereas the Proponent is proposing to construct and operate a Long-Term Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals ("LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6596
- Legal name of the Proponent: NOC McQueen Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC McQueen Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW

- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080068

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  4. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

***Project 3: North Ontario Capacity Brandes Pit Sault Ste. Marie***

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

Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals ("LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6591
- Legal name of the Proponent: NOC Brandes Pit Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC Brandes Pit Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080089

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  4. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

**8.4 Public Works and Engineering Services**

**8.5 Fire Services**

**8.5.1 Fire Master Plan Update**

164 - 166

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Fire Chief dated December 15, 2025 concerning the Fire Master Plan Update be received and that:

1. The Fire Master Plan Update be approved as the strategic framework for the delivery of fire protection services within the City of Sault Ste. Marie; and
2. Council directs the Fire Chief to report further on implementing the strategies and recommendations contained in the Fire Master Plan on an ongoing basis and through the annual budget process.

**8.6 Legal**

**8.7 Planning**

**8.7.1 Request for Deferral: A-10-25-Z – 140 Black Road**

167 - 168

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Junior Planner dated December 15, 2025 concerning rezoning application A-10-25-Z be received and that Council postpone this application to January 12, 2026.

**8.7.2 A-11-25-Z – 304 Industrial Park Crescent**

169 - 188

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Junior Planner dated December 15, 2025 concerning application A-11-25-Z be received and that Council rezone the subject property from Parks and Recreation (PR) Zone to Medium Industrial (M2.S) Zone with a Special Exception with the following provision:

That prior to any development or site alteration on the subject property, the Owner submits a grading and drainage plan with a stormwater brief, prepared by a qualified professional and approved by the Director of Engineering or their designate.

Be it further resolved that the subject property and 304 Industrial Park Crescent be deemed an area of Site Plan Control.

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

**8.8 Boards and Committees**

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

**9.1 Provincial Plan to Consolidate Conservation Authorities**

Mover Councillor R. Zagordo

Seconder Councillor M. Bruni

Whereas the Municipality of Sault Ste. Marie and the Township of Prince established the Sault Ste. Marie Region Conservation Authority in 1963; and

Whereas local municipalities currently provide approximately 69% of total conservation authority funding, while the Province of Ontario provides approximately 7%; and

Whereas municipalities have governed their respective conservation authorities for decades, tailoring programs and services to local watershed needs, maintaining accountable service standards, and ensuring fair and predictable costs for ratepayers; and

Whereas Bill 68 (Schedule 3) proposes the creation of the Ontario Provincial Conservation Agency, a Crown corporation that would assume governance

responsibilities and consolidate Ontario’s 36 conservation authorities into seven regional authorities, with municipal cost apportionment yet to be defined; and

Whereas the City of Sault Ste. Marie supports provincial goals for consistent permit approval processes, shared services, and digital modernization; and

Whereas the proposed Northern Ontario regional conservation authorities do not align with watershed boundaries and have the risk of increasing costs and decreasing service levels;

Now Therefore Be It Resolved that the City of Sault Ste. Marie calls on the Government of Ontario to maintain existing conservation authorities in Northern Ontario that recognize our geographic realities and ensure strong local representation related to municipal levies, community-focused service delivery, and the protection and management of conservation lands;

And that the City of Sault Ste. Marie is opposed to the proposed “Northeastern Ontario Regional Conservation Authority” boundary configuration outlined in Environmental Registry Notice 025-1257;

And that the Ministry engage directly with affected municipalities of the Sault Ste. Marie Region Conservation Authority, before finalizing any consolidation boundaries or legislative amendments.

**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 A. Caputo  
Seconder Councillor S. Spina  
Resolved that all By-laws under item 12 of the Agenda under date December 15, 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 2025-162 (Finance) 2026 Borrowing For Current Expenditures** 189 - 191

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

Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that By-law 2025-162 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2026 be passed in open Council this 15th day of December, 2025.

- 12.1.2 By-law 2025-163 (Sewers) Sewer and Sewage Service Rates Increase** 192 - 196
- A report from the Chief Financial Officer/City Treasurer is on the Agenda.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that By-law 2025-163 being a by-law to establish the sewer rates and sewage service rates, to require PUC Services Inc. to collect same, to repeal By-laws 2023-185 and 2020-10 and to terminate the Agreement made between the City and the Public Utilities Commission of The Corporation of the City of Sault Ste. Marie dated January 1, 1962 be passed in open Council this 15th day of December, 2025.
- 12.1.3 By-law 2025-164 (Appointments) Repeal By-Law 2023-98 Fire Prevention Officers** 197 - 197
- A report from the City Solicitor is on the Agenda.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that By-Law 2025-164 being a by-law to repeal By-Law 2023-98 (being a by-law to appoint Fire Prevention Officers for the purpose of enforcing the Fire Protection and Prevention Act) be passed in open Council this 15th day of December, 2025.
- 12.1.4 By-law 2025-165 (Surplus and Sale) Yates Avenue (Protexxa Inc.)** 198 - 200
- A report from the Deputy CAO Community Development & Enterprise Services is on the Agenda.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that By-law 2025-165 being a by-law to declare the City owned property legally described as Part of PIN 31609-0390 and PIN 31609-0398; CITY OF SAULT STE. MARIE being part of Yates Avenue approx. 8.39 acres as surplus to the City's needs and to authorize the disposition of the said property to Protexxa Inc. or as otherwise directed be passed in open Council this 15th day of December, 2025.
- 12.1.5 By-law 2025-166 (Agreement) Geographical Information Systems (GIS) with Sault Ste. Marie Innovation Centre Contract Extension** 201 - 208
- A report from the Manager of Information Technology is on the Agenda.
- Mover Councillor A. Caputo  
Seconder Councillor S. Spina  
Resolved that By-law 2025-166 being a by-law to extend the Geographical Information System GIS Agreement between the City and the Sault Ste.

Marie Innovation Centre for an additional one-year term from January 1, 2026 to December 31, 2026 be passed in open Council this 15th day of December, 2025.

**12.1.6 By-law 2025-167 (Agreement) Northern Ontario Capacity Natural Gas Energy Project 209 - 221**

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2025-167 being a by-law to authorize the execution of the Agreement between the City and subsidiaries of Northern Ontario Capacity (NOC) for a proposed natural gas energy project in the form of a Municipal Support Resolution be passed in open Council this 15th day of December, 2025.

**12.1.7 By-law 2025-168 (User Fees) 2026 Cemetery User Fees Amendment 222 - 225**

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2025-168 being a by-law to amend certain Cemetery fees and charges in Schedule "B" to User Fees By-law 2025-153 be passed in open Council this 15th day of December, 2025.

**12.1.8 By-law 2025-169 (Subdivision Control) Deeming 302 and 308 Queen Street East, Plummer and Smith Subdivision 226 - 228**

A report from the City Solicitor is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2025-169 being a by-law to deem not registered for purposes of subdivision control certain lots in the Plummer and Smith Subdivision, pursuant to section 50(4) of the Planning Act be passed in open Council this 15th day of December, 2025.

**12.1.9 By-law 2025-170 (Agreement) Sanitary Sewer Fee and Sewage Service Rate Invoicing and Collection Agreement 229 - 236**

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2025-170 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. for the Sanitary

Sewer Fee and Sewage Service Rate Invoicing and Collection Agreement be passed in open Council this 15th day of December, 2025.

**12.1.10 By-law 2025-171 (Taxes) Interim Tax Levies 237 - 239**

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-Law 2025-171 being a by-law to provide for Interim Tax Levies be passed in open Council this 15th day of December, 2025.

**12.1.11 By-law 2025-172 (Agreement) Canadian Hearing Services, Inc. Video Remote Interpreting (VRI) 240 - 242**

A report from the Accessibility Coordinator is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-Law 2025-172 being a by-law to authorize the execution of the Amending Agreement between the City and Canadian Hearing Services, Inc. for the Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre be passed in open Council this 15th day of December, 2025.

**12.1.12 By-law 2025-173 (Agreement) John Rhodes Community Centre Energy Retrofit and Accessibility Project 243 - 287**

A report from the Sustainability Coordinator is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-Law 2025-173 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities for the John Rhodes Community Centre Energy Retrofit and Accessibility Project be passed in open Council this 15th day of December, 2025.

**12.1.13 By-law 2025-174 (Engineering) 2026 Aqueduct Repairs Engineering Consultant Selection 288 - 330**

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that By-law 2025-174 being a by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for design and contract administration for the 2026 Aqueduct Repairs contract be passed in open Council this 15th day of December, 2025

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

14.        **Closed Session**

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that this Council move into closed session to discuss one item concerning a proposed acquisition of land and one item concerning a proposed disposition of land by 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.

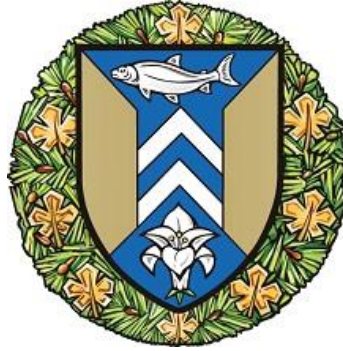
*Municipal Act R.S.O.2001 – section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board*

15.        **Adjournment**

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that this Council now adjourn.



## REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, November 24, 2025

5:30 pm

Council Chambers and Video Conference

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

Absent: Councillor M. Scott

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

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### 14. Closed Session

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that this Council move into closed session to discuss one item concerning a proposed disposition of land by 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 – section 239 (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board*

**Carried**



**1. Land Acknowledgement**

**2. Adoption of Minutes**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of November 17, 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 L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the Agenda for November 24, 2025 City Council Meeting as presented be approved.

**Carried**

**6. Presentations**

**6.1 Battery Energy Storage Solution**

Nathan Roscoe, Director of Development EDP Renewables Canada Ltd.; Joshua Vaidhyan, Manager, Wind Energy Team Samsung Renewable Energy Inc. were in attendance.

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

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

**Carried**

**7.1 Preliminary Report of Integrity Commissioner**

The preliminary report of the Integrity Commissioner regarding Mayor Shoemaker and Councillor S. Spina was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the preliminary report of the Integrity Commissioner dated November 12, 2025 be received as information.

**Carried**

**7.2 Report of Integrity Commissioner – Third Party Complaints against Councillor Caputo**

Antoinette Blunt was in attendance.

The report of the Integrity Commissioner was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Integrity Commissioner dated September 11, 2025 be received as information.

**Carried**

**7.3 Parking By-Law Enforcement – Municipal Parking Lots and Meters**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Purchasing dated November 24, 2025 concerning Parking By-Law Enforcement – Municipal Lots and Meters be received and that the services be awarded to The Canadian Corps of Commissionaires Ottawa Division for the two-year period commencing January 1, 2026 at rates quoted, as required by Community Development and Enterprise Services – Transit and Parking Division.

**Carried**

**7.4 Refuse Collection – Various Municipal Locations**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Purchasing dated November 24, 2025 concerning Refuse Collection at eleven various municipal locations be received and that the services be awarded to GFL Environmental Inc. one year commencing January 1, 2026 at rates quoted, with the option to extend for up to four additional years upon mutual agreement, as required by Public Works and Engineering Services Waste Management.

**Carried**

**7.5 2026 General Increase for Non-Union Staff**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Human Resources Director dated November 24, 2025 concerning an Amendment to the 2026 General Wage Increase for Non-Union Staff be received and that Council approve up to an additional 1% increase be provided to full-time non-union staff over the formulated amount in By-law 2002-194 for the 2026 budget year.

**Carried**

**7.6 Community Development Fund – 2025 Green Initiatives Program Funding Application Revision**

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Sustainability Coordinator dated November 24, 2025 concerning Community Development Fund – 2025 Green Initiatives Program Funding Revision be received and that Council approve the amendments proposed by the Environmental Sustainability Committee.

**Carried**

**7.7 Community Development Fund – Green Initiatives Program Applications 2025 Q4 Intake**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Scott

Resolved that the report of the Sustainability Coordinator dated November 24, 2025 concerning Community Development Fund – Green Initiatives Program Applications 2025 Q4 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the two projects as follows be approved:

1. F.H Clergue Bike Rack Project \$5,543, and
2. Helping Hands Circular Economy eCommerce Platform Project \$5,389.

**Carried**

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

**8.1 Administration**

**8.2 Corporate Services**

**8.3 Community Development and Enterprise Services**

**8.3.1 Municipal Support Resolution – Proposed Battery Storage Project**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that the report of the Manager of Business Attraction dated November 24, 2025 concerning Municipal Support Resolution – Proposed Battery Storage Project (Samsung) 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 Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals (“LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-3250
- Legal name of the Proponent: Gateway Battery Energy Storage System Inc.
- Name of the Long-Term Capacity Services Project: Gateway Battery Energy Storage System Inc.
- Technology of the Long-Term Capacity Services Project: Battery Energy Storage System
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 200MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 1032 Great Northern Rd, Sault Ste. Marie, Ontario bearing PIN 31510-0218 (LT), PIN 31510-0220 (LT), and PIN 31510-0195 (LT).

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.

2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  - d. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

The relevant By-Law 2025-160 is listed under Agenda item 12 and will be read with all by-laws under that item.

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

Councillor C. Gardi	X			
Councillor M. Scott				X
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Carried</b>				

**8.4 Public Works and Engineering Services**

**8.5 Fire Services**

**8.6 Legal**

**8.7 Planning**

**8.8 Boards and Committees**

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

**9.1 Social Media Policy**

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Whereas the Integrity Commissioner's Report dated November 11, 2025, recommended that the Corporation of the City of Sault Ste. Marie develop a formal Social Media Policy for Members of Council and local boards; and

Whereas Members of Council and local boards increasingly use social media platforms for communication, community engagement, and the expression of personal and official viewpoints; and

Whereas the absence of a dedicated Social Media Policy may lead to uncertainty regarding expectations for online conduct, privacy, and the separation of personal and official communication channels; and

Whereas establishing clear and consistent guidelines will enhance transparency, accountability, professionalism, and public confidence in municipal governance; and

Whereas the development of such a policy aligns with the principles and intent of the City's Code of Conduct for Council and Local Boards and supports procedural fairness and responsible communication practices;

Now Therefore Be It Resolved That staff be directed to develop a formal Social Media Policy for Members of Council and report back to Council.

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

**Carried**

## 9.2 Empty Retail Space

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Spina

Whereas the city of Sault Ste. Marie is focused on creating a vibrant downtown for the entire community and tourists to enjoy;

Whereas the community and the surrounding area has a number of natural and cultural attractions that are currently promoted through social media, websites and the Ontario Tourism Centre;

Whereas there is an opportunity for the city to leverage empty retail space for experiential marketing campaigns to promote the natural gifts and events taking place in and around the community;

Whereas approximately six years ago Josh Ingram, Manager of the Downtown Association along with Ward 2 Councillor Hollingsworth did a pilot program promoting the community in empty store fronts at an economical costs;

Whereas filling empty store fronts with tourist promotional materials by using large-format window graphics, QR codes and decals, creates vibrant window displays that help “spruce” up these windows while engaging the public;

Whereas this practice is commonly utilized in shopping malls with great success until the space is leased;

Whereas these empty buildings are natural advertising tools that can promote other existing businesses and community attractions at a low cost;

Now Therefore Be It Resolved That tourism and public relations work closely with the downtown committee to draft a plan to execute a method to utilize these empty spaces for experiential marketing campaigns that can benefit existing businesses and tourism.

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

**Carried**

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

**11. Adoption of Report of the Committee of the Whole**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

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



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

**12.1.1 By-law 2025-160 (Agreement) Gateway Battery Energy Storage System Inc.**

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2025-160 being a by-law to authorize the execution of the Agreement between the City and Gateway Battery Energy Storage System Inc. for a proposed battery storage project in the form of a Municipal Support Resolution be passed in open Council this 24th day of November, 2025.

**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**

**15. Adjournment**

Moved by: Councillor L. Dufour

Seconded by: Councillor C. Gardi

Resolved that this Council now adjourn.

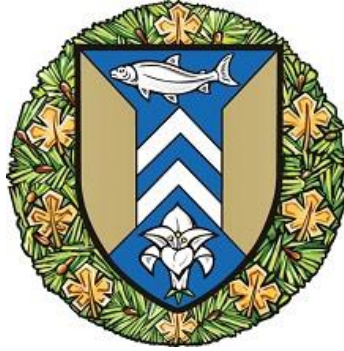
**Carried**

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Mayor

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City Clerk



**The Corporation of the City of Sault Ste. Marie**  
**Budget Meeting of City Council**  
**Minutes**

Monday, December 8, 2025  
5:00 pm  
Council Chambers and Video Conference

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

Officials: T. Vair, R. Tyczinski, S. Hamilton Beach, B. Lamming, S. Schell, P. Johnson, P. Tonazzo, C. Rumiel, D. Perri, N. Ottolino, N. Maione, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, S. Facey, J. King, D. Perri, R. Van Staveren, K. Izydorczyk, A. Caputo, B. Liguori, K. Pulkkinen

Others: A. Caputo; B. Liguori

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**1. Land Acknowledgement**

**2. Approve Agenda as Presented**

Moved by: Councillor R. Zagordo  
Seconded by: Councillor S. Spina

Resolved that the Agenda for December 8, 2025 Budget Meeting as presented be approved.

**Carried**

**3. Declaration of Pecuniary Interest**

**4. Ontario Regulation 284/09**

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Finance dated December 8, 2025 concerning Ontario Regulation 284/09 be approved for the budget year 2026.

**Carried**

**5. Budget 2026 Community Engagement**

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Communications dated December 8, 2025 regarding Budget 2026 Community Engagement be received as information.

**Carried**

**5.1 Sault Trails Advocacy Committee Submission**

Correspondence was received by Council as information.

**6. 2026 Proposed Budget**

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that City Council now proceed into the Committee of the Whole to consider the following matter referred to it for consideration – 2026 Budget Deliberations.

**Carried**

**6.1 2026 Operating Budget**

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the CAO dated December 8, 2025 concerning 2026 Budget Additional Information be received as information.

**Carried**

**6.1.1 Proposed Amendments by Members of Council Including Service Level Changes**

Moved by: Councillor M. Scott

Seconded by: Mayor M. Shoemaker

## December 8, 2025 Budget Meeting Minutes

Be It Resolved that the Public Works winter control budget be increased by \$800,000 in 2026 at a savings from the proposed budget of \$135,300.

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

Moved by: Mayor M. Shoemaker

Seconded by: Councillor S. Spina

Be It Resolved that the budgeted increase of \$550,000 for Public Works Fleet Financing Strategy be spread over 2 years at a savings in 2026 of \$275,000.

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

## December 8, 2025 Budget Meeting Minutes

Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Carried</b>				

Moved by: Mayor M. Shoemaker

Seconded by: Councillor L. Vezeau-Allen

Be It Resolved that operational funding of \$95,913 be removed from the Downtown Ambassador Program but that the operations be continued in 2026 with one-time funding allocated to the City of Sault Ste. Marie from the District Social Services Administration Board.

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

Moved by: Mayor M. Shoemaker

Seconded by: Councillor M. Bruni

Be It Resolved that the inflationary increases to capital accounts be set at \$450,000 in 2026 at a savings of \$62,353.

December 8, 2025 Budget Meeting Minutes

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

**Carried**

Moved by: Mayor M. Shoemaker

Seconded by: Councillor M. Bruni

Be It Resolved that the use of the tax stabilization reserve approved in the 2024 budget that phased in policing cost increases over three years be spread over four years for a savings in the 2026 budget of \$66,667.

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

## December 8, 2025 Budget Meeting Minutes

Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Mayor M. Shoemaker

Seconded by: Councillor A. Caputo

Be It Resolved that \$50,000 be added to the Downtown operational budget.

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

Moved by: Mayor M. Shoemaker

Seconded by: Councillor R. Zagordo

Be It Resolved that Council direct staff to add \$400,000 to the revenue line item for Casino revenue sharing based on average increase over the last two years.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			

## December 8, 2025 Budget Meeting Minutes

Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Mayor M. Shoemaker

Seconded by: Councillor L. Dufour

Be It Resolved that the Landfill Business and Implementation annual reserve allocation be reduced at an annual savings of \$1,825,000.

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



## December 8, 2025 Budget Meeting Minutes

Councillor M. Scott X

<b>Results</b>	<b>10</b>	<b>1</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor C. Gardi

Seconded by: Mayor M. Shoemaker

Be It Resolved that the Sault Ste. Marie Public Library be granted \$75,000 as an operational increase.

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

Moved by: Mayor M. Shoemaker

Seconded by: Councillor C. Gardi

Be It Resolved that the streetlighting increase for PUC be set at \$145,000 in the 2026 budget at a savings of \$50,000.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			

## December 8, 2025 Budget Meeting Minutes

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

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Dufour

Seconded by: Councillor A. Caputo

Be It Resolved that staff be directed to add two Public Works staff dedicated to downtown maintenance and beautification in 2026 without a budgetary impact in 2026 by drawing from existing resources.

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

<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Mayor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Be It Resolved that the security foot patrols be maintained in 2026 utilizing the balance of the Special Council Community Fund.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>9</b>	<b>2</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

#### 6.1.2 Additional Proposed Amendments by Members of Council Including Service level Changes

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Resolved that the City of Sault Ste. Marie's taxpayers no longer fund the PeeWee Arena annually, for a savings in 2026 of \$25,503.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker		X		

## December 8, 2025 Budget Meeting Minutes

Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo		X		
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi	X			
Councillor M. Scott		X		
<b>Results</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>0</b>
				<b>Defeated</b>

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Resolved that requested Service Level Changes Numbers 1 (Active Transportation Master Plan) and 2 (Northern Avenue Intersection Improvements) included in Budget 2026 be deferred for deliberation during the 2027 budget.

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

## December 8, 2025 Budget Meeting Minutes

Councillor M. Scott X

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

### **Amendment:**

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor A. Caputo

That the motion be amended to add \$600,000 to the Active Transportation Master Plan and prioritize accessible and barrier-free crossings in 2026 within the Northern Avenue corridor.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker		X		
Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo		X		
Councillor M. Bruni		X		
Councillor S. Kinach		X		
Councillor C. Gardi		X		
Councillor M. Scott		X		
<b>Results</b>	<b>2</b>	<b>9</b>	<b>0</b>	<b>0</b>
				<b>Defeated</b>

### **Amendment to Amendment:**

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor L. Dufour

That the motion be amended to add \$300,000 to the Active Transportation Master Plan and prioritize accessible and barrier-free crossings in 2026 within the Northern Avenue corridor.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker		X		

## December 8, 2025 Budget Meeting Minutes

Councillor S. Hollingsworth	X			
Councillor S. Spina			X	
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo			X	
Councillor M. Bruni			X	
Councillor S. Kinach			X	
Councillor C. Gardi			X	
Councillor M. Scott			X	
<b>Results</b>	<b>4</b>	<b>7</b>	<b>0</b>	<b>0</b>
				<b>Defeated</b>

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Be It Resolved that the 2026 Transfer to Own Funds for Community Development and Enterprise Services be capped at 4.4% (\$73,802), reduced from the proposed 16.25% (\$272,276), resulting in estimated savings of \$198,924 in 2026.

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

## December 8, 2025 Budget Meeting Minutes

Councillor M. Scott X

<b>Results</b>	<b>1</b>	<b>9</b>	<b>0</b>	<b>1</b>
				<b>Defeated</b>

Moved by: Councillor S. Kinach

Be It Resolved that the 2026 Transfer to Own Funds for Corporate Financials be capped at 4.4% (\$634,257), reduced from the proposed 8.4% (\$1,213,739), resulting in estimated savings of \$579,483 in 2026.

**Not Dealt With**

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Hollingsworth

Be It Resolved that the Corporation of the City of Sault Ste. Marie increase all parking fines by \$10, effective in the 2026 fiscal year or as soon as possible.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor S. Kinach

Seconded by: Councillor S. Hollingsworth

## December 8, 2025 Budget Meeting Minutes

Be It Resolved that staff be requested to review and report back to Council regarding increasing parking passes.

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

Moved by: Councillor S. Kinach

Whereas the Corporation of the City of Sault Ste. Marie was advised in the recent transit study that the City's transit passes are currently heavily discounted;

Therefore Be It Resolved that the Corporation of the City of Sault Ste. Marie increase the cost of all transit passes by 15%, while maintaining single-ride fares at their current rate;

And further that the resulting savings be applied to the 2026 fiscal year.

**Not Dealt With**

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Scott

Be it resolved that the Downtown Plaza operating budget for 2026 be set at an increase of \$145,976, representing a \$25,000 savings from the proposed 2026 budget.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker		X		



## December 8, 2025 Budget Meeting Minutes

Councillor S. Hollingsworth	X			
Councillor S. Spina			X	
Councillor L. Dufour			X	
Councillor L. Vezeau-Allen			X	
Councillor A. Caputo			X	
Councillor R. Zagordo			X	
Councillor M. Bruni			X	
Councillor S. Kinach	X			
Councillor C. Gardi			X	
Councillor M. Scott	X			
<b>Results</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>0</b>
				<b>Defeated</b>

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Scott

Be It Resolved that the Tourism and Community Development budget for 2026 be increased by \$52,600 (4.4%), resulting in a savings of \$91,800 from the originally proposed increase of \$144,400 (12%).

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

## December 8, 2025 Budget Meeting Minutes

Councillor M. Scott X

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

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

Be It Resolved that the John Rhodes operating budget for 2026 be set at \$1,768,573 and that this adjustment result in \$100,000 in levy savings, with a corresponding \$100,000 increase in user fees.

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

Moved by: Councillor S. Kinach

Be it resolved that the GFL Memorial Gardens operating budget for 2026 be set at \$972,557 and that this adjustment result in \$100,000 in levy savings, with a corresponding \$100,000 increase in user fees.

**Not Dealt With**

Moved by: Councillor S. Kinach

Seconded by: Councillor M. Bruni

## December 8, 2025 Budget Meeting Minutes

Be It Resolved that the Miscellaneous Construction budget for 2026 be set at \$490,495, representing a savings of \$54,500 (10%).

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

Moved by: Councillor S. Kinach

Be It Resolved that the Miscellaneous Programs budget for 2026 be set at \$30,000, representing a savings of \$3,000 (10%).

**Not Dealt With**

Moved by: Councillor A. Caputo

Seconded by: Councillor C. Gardi

Resolved that the supplementary item for goose management be deferred to 2027 budget deliberations.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			

## December 8, 2025 Budget Meeting Minutes

Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor L. Dufour

Seconded by: Councillor L. Vezeau-Allen

Resolved that service level change 6 Ermatinger Clergue National Historic Site Digital Coordinator at a zero cost be approved.

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

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Moved by: Councillor L. Dufour

Seconded by: Councillor S. Hollingsworth

Resolved that service level item 5 resurfacing outdoor recreation facilities, specifically Snowdon Park pickle ball courts, be approved at a cost of \$75,000 to be funded from the parks and recreation reserve and 5% subdividers reserve.

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

### 6.2 Capital Budget Deliberations

### 6.3 Sanitary Rate Supported Budget

### 7. Rise and Report

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the Committee of the Whole Council now rise and report on the matter referred to it by City Council – 2026 budget deliberations.

	<b>For</b>	<b>Against</b>	<b>Conflict</b>	<b>Absent</b>
Mayor M. Shoemaker	X			

## December 8, 2025 Budget Meeting Minutes

Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the 2026 operating budget be approved with the following amendments:

- Winter control reduction – (\$135,300);
- Public Works fleet adjustment – (\$275,000);
- Downtown Ambassador Program reduction – (\$95,913);
- Capital inflation reduction – (\$62,353);
- Tax stabilization revenue increase for Police – (\$66,667);
- Downtown operational budget - \$50,000;
- Casino revenue increase – (\$400,000);
- Landfill reserve allocation reduction – (\$1,825,000);
- Library operational increase - \$75,000;
- Streetlight budget reduction – (\$50,000);
- Repurpose two Public Works staff for the downtown – net impact of zero;

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- Foot patrols continuation in the amount of \$102,382 from the Special Council Community Fund Reserve;
- Hire a Digital Coordinator at Ermatinger Clergue National Historic Site – \$0;

and that the 2026 capital budget and financing sources be approved with the following amendments:

- Reduction in the resurfacing budget of \$31,177;
- Increase in the Public Works heavy-duty fleet of \$80,546;
- Reduction in the Public Works medium/light-duty fleet of \$276,500;
- Add court resurfacing for Snowdon Park of \$75,000 equally from the Parks and Recreation Reserve and 5% Sub-Dividers Reserve Fund

and that the 2026 sanitary rate supported budget and financing sources be approved;

resulting in an increase in the corporate portion of the municipal levy from 2025 in the amount of 0.00%;

and that the 2026 levies and local boards resulting in an increase to the levy and local board portion of the municipal levy of 3.87%;

resulting in an increase to the overall 2026 municipal levy (corporate and levy and local boards) of \$151,644,623 representing an increase of 3.87% be approved.

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

Councillor M. Scott	X			
<b>Results</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>
				<b>Carried</b>

8. **Adjournment**

Moved by: Councillor R. Zagordo  
Seconded by: Councillor S. Hollingsworth  
Resolved that this Council shall now adjourn.

**Carried**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Sault Ste. Marie Fire Master Plan Update

Presentation to Council

December 15, 2025

Suzanne Charbonneau-Dent





# Project Overview

- 10-year Strategic Plan for Sault Ste. Marie Fire Services (SSMFS)
- Renews & builds upon 2018 Fire Master Plan
- Considers risks & key findings from Community Risk Assessment (CRA)
- Application of OFM's Three Lines of Defence Strategy & Risk Reduction
- Strategic Priorities – framework for FMP Update
- Total of 47 recommendations

Ask Council to adopt the plan as a strategic framework &  
direct the Fire Chief to **implement recommendations**

# Legislation & Industry Standards

## Fire Protection & Prevention Act (FPPA)

- O. Reg. 378/18: Community Risk Assessment (July 1, 2024)
- O. Reg. 343/22: Firefighter Certification (July 1, 2026 & July 1, 2028)

## Emergency Management & Civil Protection Act

## Occupational Health & Safety Act

OFM – Public Fire Safety Guidelines

National Fire Protection Association (NFPA)

Standards



Commission on Fire Accreditation International

# Establishing & Regulating By-Law and Levels of Service

SSMFS update and present to Council for Approval:

- Reflect the recommendations within the FMP Update
- Review & update the types and levels of service provided by SSMFS, with consideration of Firefighter Certification Legislation & related impacts/costs
- Report to Council for consideration & approval of levels of specialty services (& related budget impacts) to be offered after July 1, 2028 (certification)
- Fire Prevention Policy as an Appendix to the By-Law



# Resource

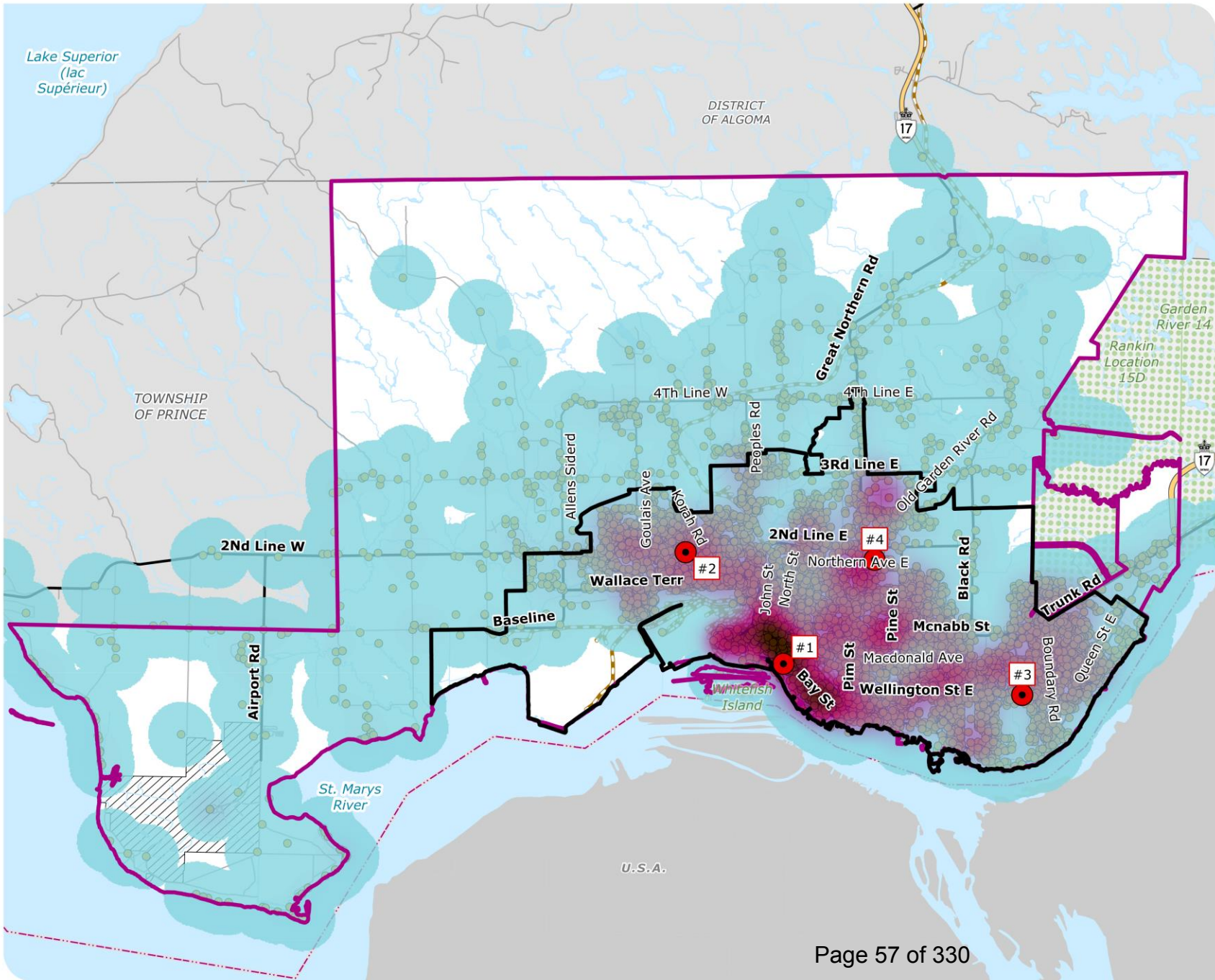
## Needs/Considerations

- ~~10-year plan horizon~~  
Workload/staff analysis related to the implementation of public fire safety education and inspection programs (NFPA 1730 methodology)
- If confirmed by workload analysis, hire a second FPO in the downtown core to increase inspection and enforcement
- Review the capacity and workload of Emergency Management Positions
- Hire one additional Training Officer (Legislated Certification & Regional Training Centre)

# Resource Needs/Considerations (cont.)

- Monitor workload & capacity of communications operators during/following transition to NG 911.
- Consider time-task analysis of Mechanical workload – identify options for the future
- Continue to monitor/track/review overtime trends to assess need to increase 'minimum staffing' to 'complement staffing' ratio from the existing 1.25 to the revised 1.33.
- Consider options to implement an increase in staffing on frontline apparatus to four firefighters at all four existing fire stations.





CITY OF SAULT STE MARIE  
COMMUNITY RISK ASSESSMENT

ALL EMERGENCY INCIDENTS  
FROM JANUARY 1, 2017 TO  
DECEMBER 31ST, 2023

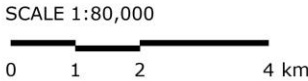
- Existing Fire Station
- Urban Settlement Boundary
- Emergency Incident (2017 to 2023)

Density of Calls



Base Data

- City Boundary
- Expressway / Highway
- Arterial Road
- Collector Road
- Local Road
- Railway
- Airport
- Water Feature
- First Nation Reserve
- International Boundary



MAP DRAWING INFORMATION:  
DATA PROVIDED BY MMRF, CITY OF SAULT STE MARIE,  
ACORN INFORMATION SOLUTIONS  
MAP CREATED BY: LK, Dillon Consulting Limited  
MAP CHECKED BY: SCD, Tayport Limited  
MAP PROJECTION: NAD 1983 UTM Zone 16N  
PROJECT: 23-6393 STATUS: DRAFT DATE: 2024-06-04





Station	Staffing
1	Pump - 4 Firefighters Platoon Chief - 1 Firefighter
2	Pump - 4 Firefighters
3	Pump - 3 Firefighters
4	Pump - 3 Firefighters

4 Minutes of Travel Time	% Urban Area Covered	% Historic Urban Calls Covered
≥ 4 Firefighters	26%	51%

CITY OF SAULT STE MARIE

FIRE MASTER PLAN

INITIAL ARRIVING APPARATUS

FUTURE STATUS QUO

- Existing Fire Station
- Historic Incident (2017-2023)
- Urban Settlement Boundary
- Proposed Road
- ≥ 4 Firefighters in 4 Minutes of Travel Time
- ≤ 3 Firefighters in 4 Minutes of Travel Time

Base Data

- City Boundary
- Expressway / Highway
- Arterial Road
- Collector Road
- Local Road
- Railway
- Airport
- Water Feature
- First Nation Reserve
- International Boundary

NFPA 1710

Minimum of 4 firefighters responding within 4 minutes, 90% of the time.



MAP DRAWING INFORMATION:

DATA PROVIDED BY MNRF, CITY OF SAULT STE MARIE, ACORN INFORMATION SOLUTIONS

MAP CREATED BY: GM, Dillon Consulting Limited

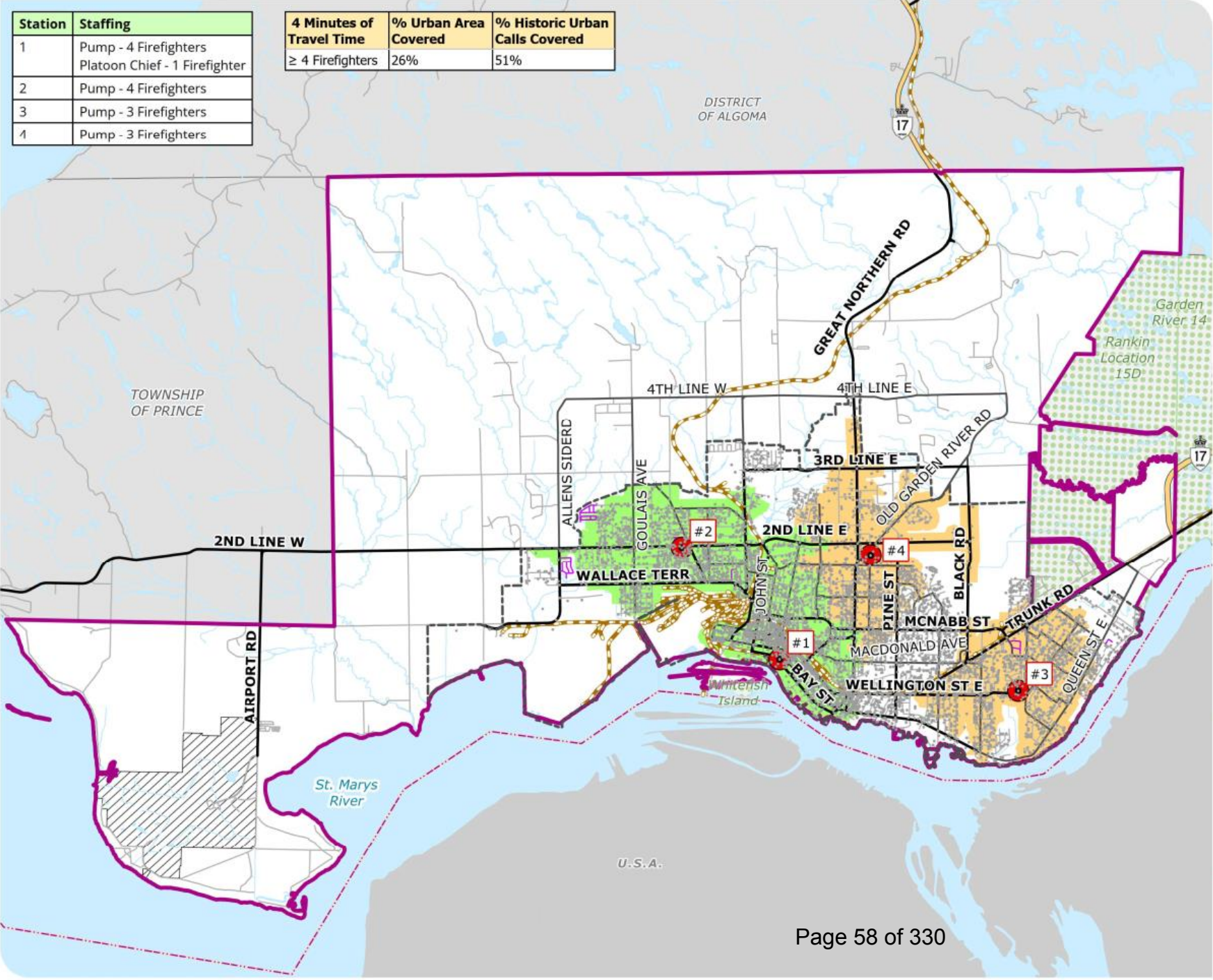
MAP CHECKED BY: SCD, Tayport Limited

MAP PROJECTION: NAD 1983 UTM Zone 18N

PROJECT: 23-6393

STATUS: DRAFT

DATE: 2024-09-16










Station	Staffing
1	Pump - 4 Firefighters Platoon Chief - 1 Firefighter
2	Pump - 4 Firefighters
3	Pump - 4 Firefighters
4	Pump - 4 Firefighters

4 Minutes of Travel Time	% Urban Area Covered	% Historic Urban Calls Covered
≥ 4 Firefighters	55%	84%

# CITY OF SAULT STE MARIE

## FIRE MASTER PLAN

### INITIAL ARRIVING APPARATUS FUTURE

-  Existing Fire Station
-  Historic Incident (2017-2023)
-  Urban Settlement Boundary
-  Proposed Road
-  ≥ 4 Firefighters in 4 Minutes of Travel Time

#### Base Data

-  City Boundary
-  Expressway / Highway
-  Arterial Road
-  Collector Road
-  Local Road
-  Railway
-  Airport
-  Water Feature
-  First Nation Reserve
-  International Boundary

#### NFPA 1710

Minimum of 4 firefighters responding within 4 minutes, 90% of the time.

SCALE 1:80,000



MAP DRAWING INFORMATION:  
DATA PROVIDED BY MNRF, CITY OF SAULT STE MARIE,  
ACORN INFORMATION SOLUTIONS

MAP CREATED BY: GM, Dillon Consulting Limited  
MAP CHECKED BY: SCD, Tayport Limited  
MAP PROJECTION: NAD 1983 UTM Zone 16N

PROJECT: 23-6393

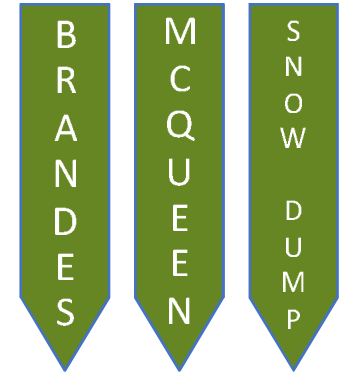
STATUS: DRAFT

DATE: 2024-09-16



# Questions/Discussion

# North Ontario Capacity ("NOC") Sault Ste. Marie Presentations



- NOC Brandes Pit Sault Ste. Marie
  - NOC McQueen Sault Ste. Marie
  - NOC Snow Dump Sault Ste. Marie
- 

NOVEMBER 2025

# About NOC Brandes Pit Sault Ste. Marie

North Ontario Capacity (“NOC”) Brandes Pit Sault Ste. Marie is proposing a 9.95 MW Distribution-Connected (also known as embedded generation) natural gas generation project. The location of the proposed project is Part of Section 8, Township of Tarentorus, City of Sault Ste. Marie. Using proven small-scale embedded generation technology, located within the local distribution company territory, we will help offset demand on the transmission grid by supporting some of the needs of local communities by increasing capacity and reliability. Connection will be on the PUC Network via the M6 feeder

## **Long-Term Decarbonization Commitment**

NOC and our partners are committed to evolving the site toward cleaner fuels as they become commercially accessible in Ontario — enabling a pathway to a near-zero-carbon peaking plant by 2050 when the contract with IESO ends and NOC Brandes Pit, NOC McQueen and NOC Snow Dump plants are shut down.

We welcome collaboration with Sault Ste. Marie on fuel-supply development, RNG procurement pathways, and future hydrogen-readiness discussions.

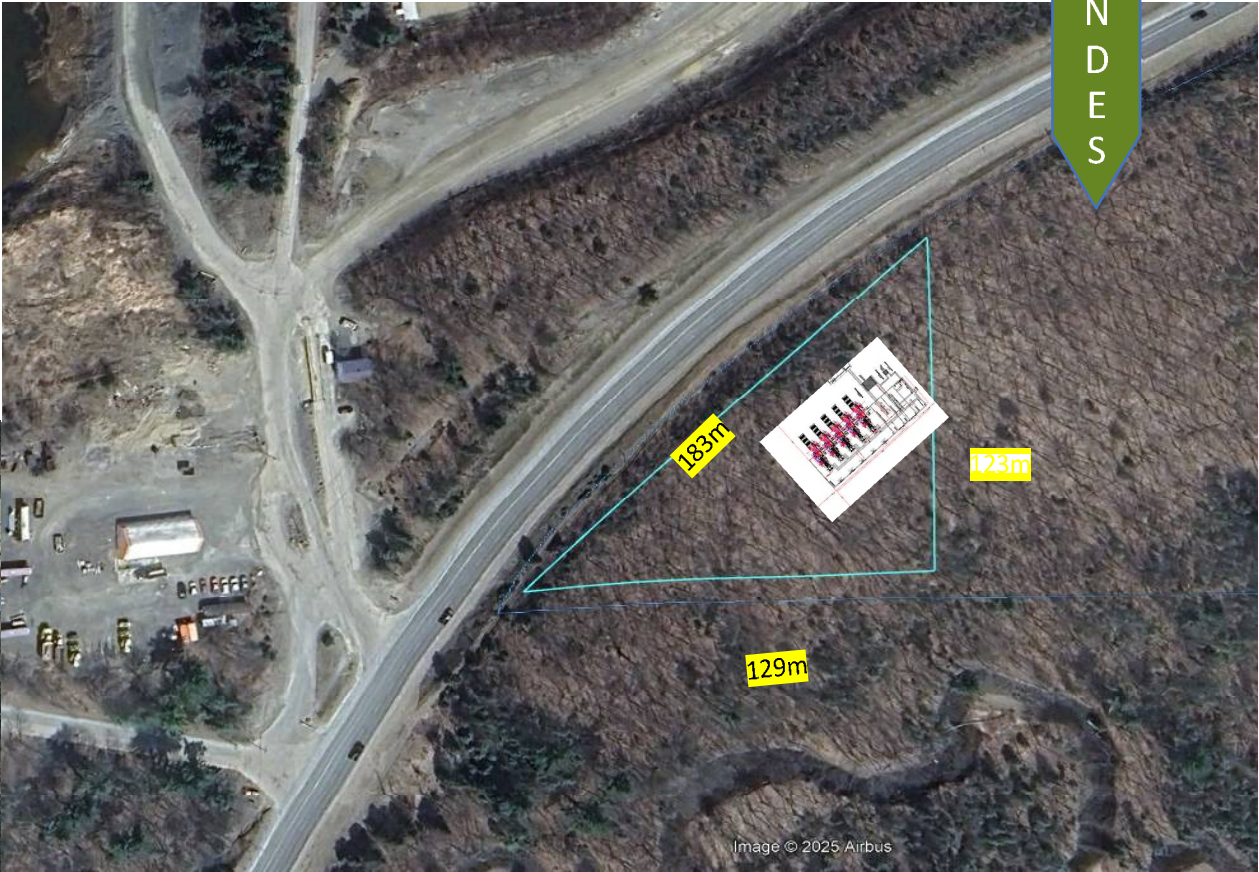
# About NOC Brandes Pit

- NOC is managed and controlled by Canadians. Our experience with distributed generation is extensive with hundreds of successful
- Beamish Construction Inc., founded in 1946, has grown from a small family business into a leading construction company in Northern Ontario. With over 75 years of experience, Beamish remains committed to quality and serving their communities. Beamish runs a construction operation that is supported by a fleet of road-building equipment, asphalt plants and concrete plants. The company currently owns thousands of acres of plant sites, gravel pits, quarries, and properties making Beamish a natural fit to host the LT2 (c-
- Recognizing the importance of community strength and as a local family owned and operated business within the North, Beamish is proud to contribute to the Sault Ste Marie area and beyond. With support to the Canadian Bushplane Heritage Centre, the Ach Hospice, Soup Kitchen Community, St Vincent Place, and more, Beamish continues to invest in the well-being and growth of
- Our mission is to build Distribution-Connected (Embedded Generation) Power projects to support communities in Northern Ontario, delivering a proven technology supply of a long-term energy to



# Scale Map of Project Site

Site Parameters	
Site Coordinates	46°35'23.63"N, 84°18'33.10"W
Area Available	8,273 sq/meters
Distribution Company	PUC Services
Electrical Connection	34.5kV / Feeder: N/A TX: Third Line
Distance to Electrical POC	~8 km
Gas Supply (Pipeline / CNG)	Pipeline
Distance to Gas Pipeline	200 meters



● Natural Gas Point of Connection ● Electrical Point of Connection

NORTH ONTARIO CAPACITY ("NOC") | CONFIDENTIAL INFORMATION

# About NOC McQueen Sault Ste. Marie

North Ontario Capacity (“NOC”) McQueen Sault Ste. Marie is proposing a 9.95 MW Distribution-Connected (also known as embedded generation) natural gas generation project. The location of the proposed project is 224 Fifth Line East, Sault Ste. Marie. Using proven small-scale embedded generation technology, located within the local distribution company territory, we will help offset demand on the transmission grid by supporting some of the needs of local communities by increasing capacity and reliability. Connection will be on the PUC Network via the M6 feeder connected to the

## **Long-Term Decarbonization Commitment**

NOC and our partners are committed to evolving the site toward cleaner fuels as they become commercially accessible in Ontario — enabling a pathway to a near-zero-carbon peaking plant by 2050 when the contract with IESO ends and NOC Brandes Pit, NOC McQueen and NOC Snow Dump plants are shut down.

We welcome collaboration with Sault Ste. Marie on fuel-supply development, RNG procurement pathways, and future hydrogen-readiness discussions.

# About NOC McQueen

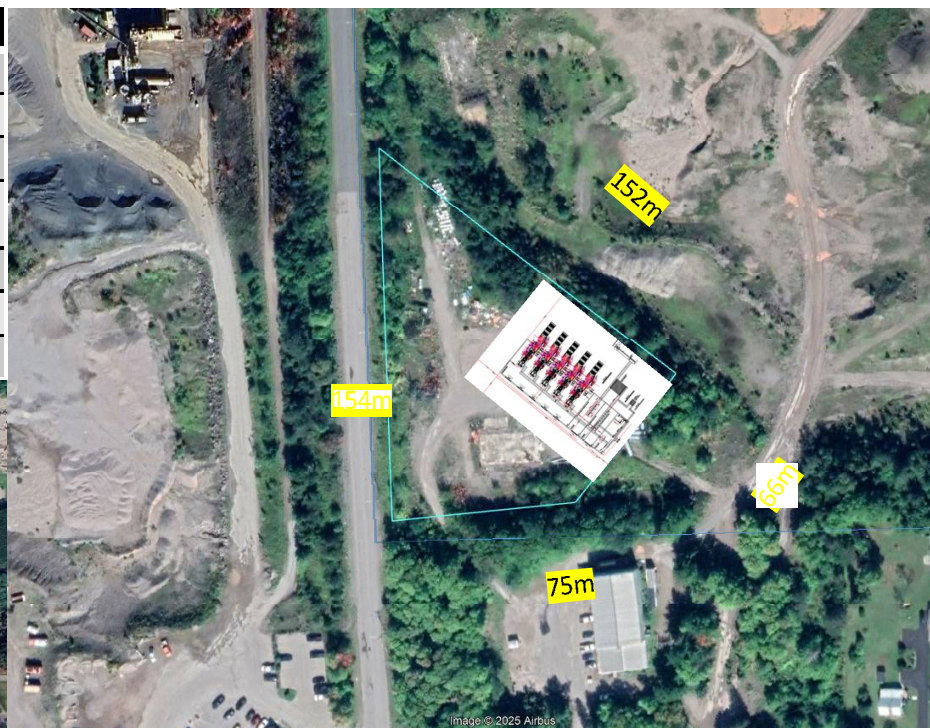
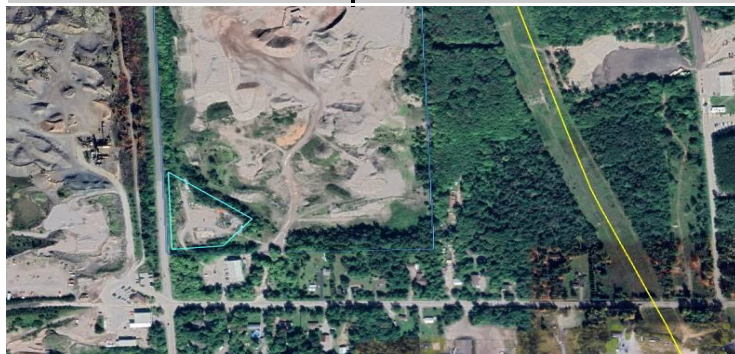
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- NOC is a limited partnership managed and controlled by Canadian energy and construction experts. Our experience with distributed generation is extensive, with hundreds of successful projects in operation
- NOC is proud to be partnering with Pioneer Construction on this project. Pioneer Construction is a family owned and operated company founded in Sudbury, specializing in municipal infrastructure development across Northern Ontario. They have been an industry leader since their inception in 1938, committed to
- Together, our mission is to build Distribution-Connected (Embedded Generation) Power projects to support communities in Northern Ontario, delivering a proven technology supply of a long-term energy to the
- Local reliability of electricity supply will be improved through the potential reduction of outages due to extreme weather conditions. Natural gas generation provides the electricity system with flexibility, reliability and security as other non-



# Scale Map of Project Site

Site Parameters	
Site Coordinates	46°34'58.51"N, 84°20'31.48"W
Area Available	10,776 sq/meters
Distribution Company	PUC Services
Electrical Connection	34.5kV / Feeder: N/A TX: Third Line
Distance to Electrical POC	6 km north
Gas Supply (Pipeline / CNG)	Pipeline
Distance to Gas Pipeline	Natural gas onsite



● Natural Gas Point of Connection ● Electrical Point of Connection

NORTH ONTARIO CAPACITY ("NOC") | CONFIDENTIAL INFORMATION

# About NOC Snow Dump Sault Ste. Marie

North Ontario Capacity (“NOC”) Snow Dump Sault Ste. Marie is proposing a 9.95 MW Distribution-Connected (also known as embedded generation) natural gas generation project. The location of the Parcel 244, Part of Section 9, Township of Tarentous, City of Sault Ste. Marie. Using proven small-scale embedded generation technology, located within the local distribution company territory, we will help offset demand on the transmission grid by supporting some of the needs of local communities by increasing capacity and reliability. Connection will be on the PUC Network via the F2 feeder

## **Long-Term Decarbonization Commitment**

NOC and our partners are committed to evolving the site toward cleaner fuels as they become commercially accessible in Ontario — enabling a pathway to a near-zero-carbon peaking plant by 2050 when the contract with IESO ends and NOC Brandes Pit, NOC McQueen and NOC Snow Dump plants are shut down.

We welcome collaboration with Sault Ste. Marie on fuel-supply development, RNG procurement pathways, and future hydrogen-readiness discussions.

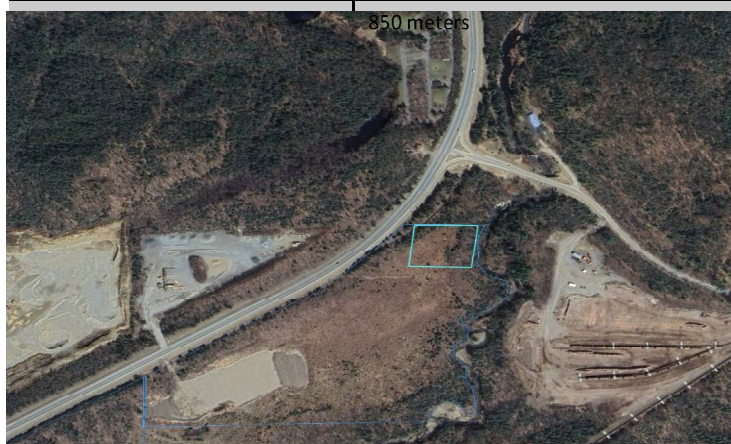
# About NOC Snow Dump

- NOC is managed and controlled by Canadians. Our experience with distributed generation is extensive with hundreds of successful
- Since 1965, Palmer Construction Group has proudly served Sault Ste. Marie and the surrounding Algoma District with a strong reputation for quality, integrity, and leadership in the construction industry. Over the years, the company has completed a diverse range of projects—from residential and small commercial grading and paving, to sewer and water main installations, street reconstructions within the City of Sault Ste. Marie, and larger builds including offices, maintenance shops, self-
- As a proud local company, Palmer Construction Group is deeply invested in the growth and well-being of its community. The company is participating in the LT2 (C-1) program—a partnership that will take place on Palmer-owned land—further demonstrating its commitment to supporting local development and sustainable infrastructure. Locally owned and operated, Palmer Construction Group and its team continue to give back to the region that has supported their growth for nearly six decades, proudly contributing to organizations and initiatives that enhance the
- Our mission is to build Distribution-Connected (Embedded Generation) Power projects to support communities in Northern Ontario, delivering a proven technology supply of a long-term energy to the Ontario electricity grid to
- Local reliability of electricity supply will be improved through the potential reduction of outages due to extreme weather conditions. Natural gas generation provides the electricity system with flexibility, reliability and security as other non-



# Scale Map of Project Site

Site Parameters	
Site Coordinates	46°35'45.47"N, 84°17'42.21"W
Area Available	8,143 sq/meters
Distribution Company	PUC Services
Electrical Connection	34.5kV / Feeder: N/A TX: Third Line
Distance to Electrical POC	260 meters
Gas Supply (Pipeline / CNG)	Pipeline – Enbridge



● Natural Gas Point of Connection
 ● Electrical Point of Connection

NORTH ONTARIO CAPACITY ("NOC") | CONFIDENTIAL INFORMATION

# About the Independent Electricity System Operator (IESO) LT2 c-1

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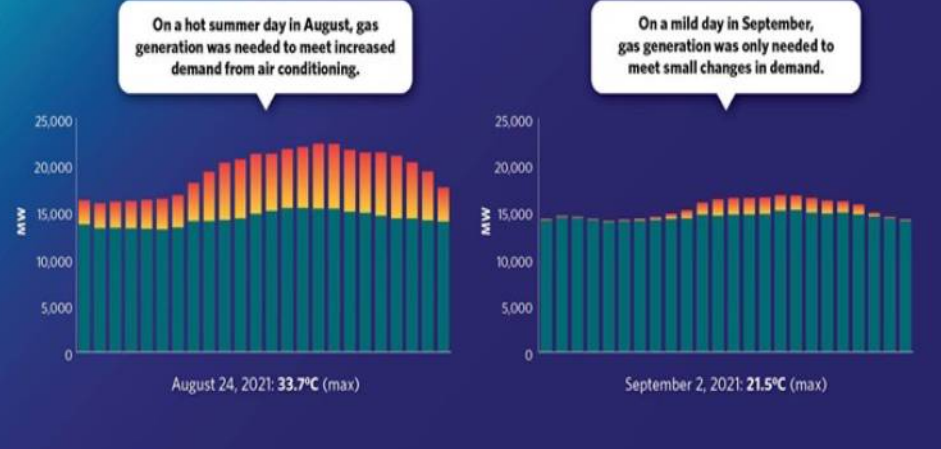
The IESO manages the province's power system so that Ontarians receive power when and where they need it. It plans and prepares for future electricity needs.

## According to the IESO

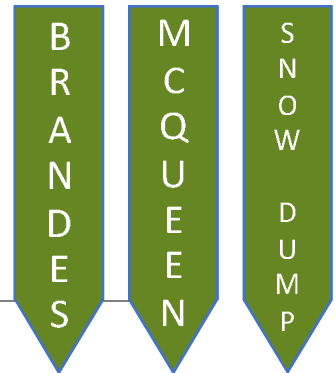
Gas-fired generation plays a limited but critical role in keeping Ontario's electricity system reliable.

As an energy source, gas is generally always available and can be relied upon to meet demand that fluctuates throughout the day. Gas met only seven per cent of Ontario's energy needs in 2020, but can provide up to 30 per cent on the hottest days of the year when demand is highest.

### Gas generation helps meet peaks on hot summer days



<https://www.ieso.ca/Powering-Tomorrow/2021/Six-things-to-know-about-the-IESOs-study-on-phasing-out-gas-fired-generation-by-2030>

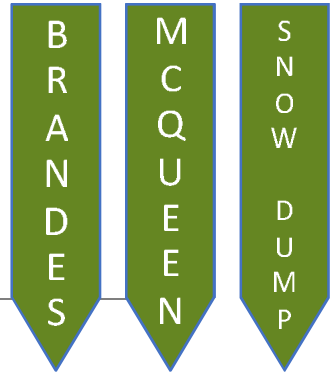


### Role of LT2 Capacity Resources

- The LT2 Category C procurement is not a renewable energy program — it is designed to secure firm, dispatchable capacity to maintain reliability during peak demand and system stress.
- Our facility will operate only when demanded, meaning very limited annual running hours (capacity-type asset, not baseload).
- When not dispatched, the facility sits idle and emits nothing — total annual emissions are a fraction of traditional generation.
- Although this is a natural-gas-fired facility today, the design intentionally supports future low-carbon fuels:
  - Renewable Natural Gas (RNG): The technology platform can blend RNG with little to no modification once local supply becomes available.
  - Hydrogen Readiness: The technology platform is technically capable of incremental hydrogen blending, and full-fuel transition becomes feasible as supply chains mature.
- This allows the project to decarbonize in parallel with local and provincial fuel-supply developments.

# Project Details

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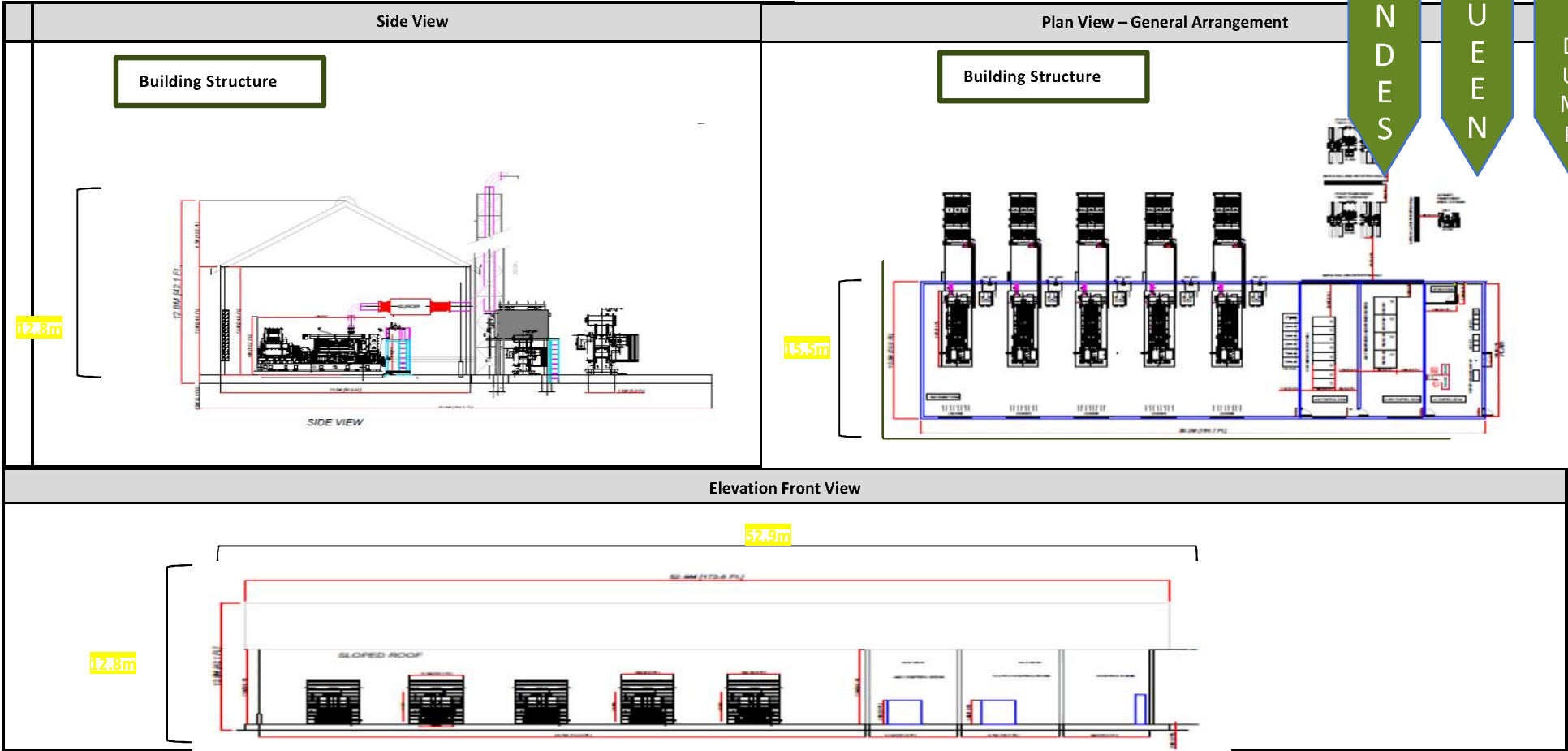
## MAXIMUM CONTRACT CAPACITY PROJECTS

### TECHNOLOGY

Natural Gas Fired, Reciprocating Engine, Power Generator

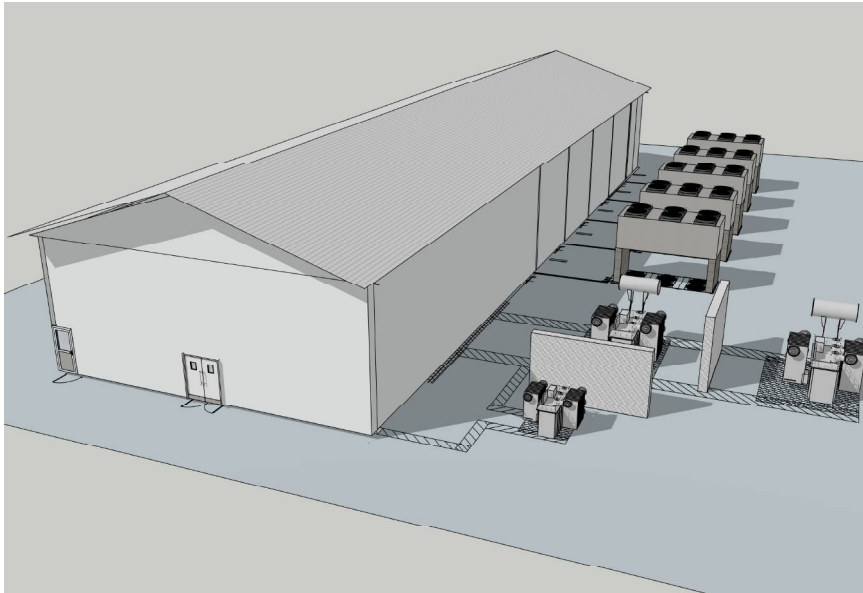
# Design Overview

BRANDES  
MCQUEEN  
SNOW DUMP

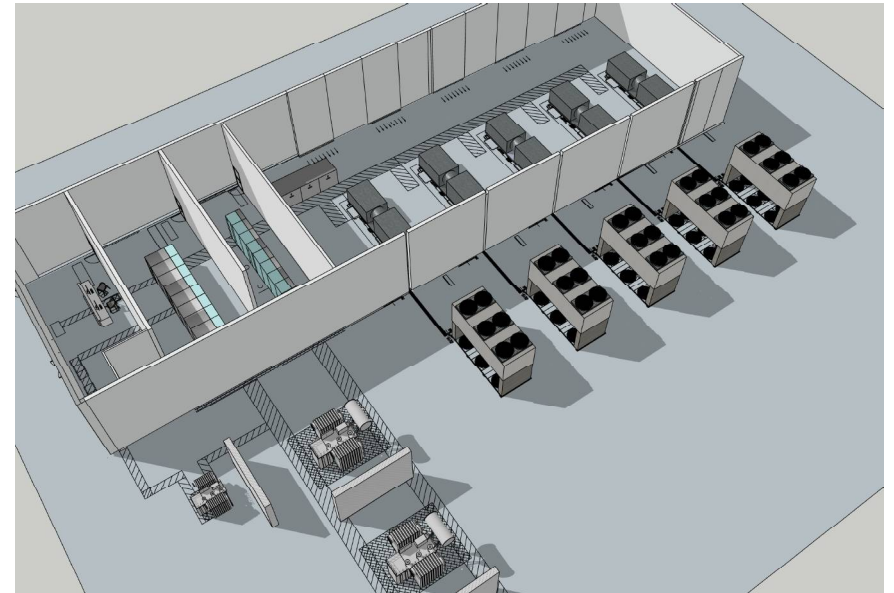




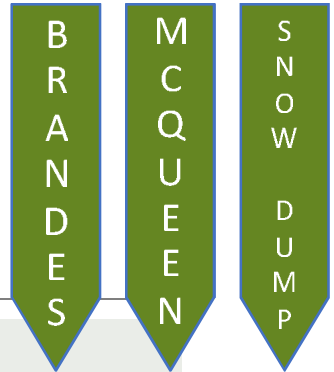
Exterior View



Interior View



# Comparison of Noise at Various Distances with our Sound Attenuation in the building



Distance (m)	Estimated SPL (dBA)	Comparable Sound Level	Description
5 m	63	Busy city traffic at 25 ft	Close proximity (e.g., behind building, within powerhouse site)
10 m	57	Vacuum cleaner at 3 ft	Small setback around facility perimeter
50 m	43	Conversational speech at 3 ft	Property boundary or fence line
100 m	37	Quiet office / refrigerator hum	Near-site operations or adjacent open land
200 m	31	Residential indoors / light rainfall	Intermediate distance across large parcel
500 m	23	Quiet library or soft whisper	Edge of industrial buffer / farthest on-site zone

# Operational Considerations



- Generators are expected to operate during peak electricity demand periods in Ontario.
- Generators will be operated based on the needs of the
- We are incorporating advanced emissions controls consistent with Ontario regulations, including SCR and oxidation catalysts to reduce NOx and CO.
- Noise emissions will be mitigated by enclosure and exhaust silencers in accordance with Ministry of Environment approval.
- Generators are equipped with automatic fire detection.

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Natural gas fueled engine generators are installed in countless locations across the world, in applications ranging from Hospitals to military bases, small domestic systems to large industrial facilities.

Today's ultra-high-tech units are equipped with state-of-the-art monitoring and control systems that ensure safe reliable and quiet operation for many thousands of hours.

They have been operating for nearly a century, having operated for millions of operating hours

# Local Opportunities

- **Resiliency & Reliability** – The LT2 (c-1) program and this project specifically will provide increased power quality and reliability to the local area. Able to produce power when called upon by IESO during snowstorms, heat waves, night or day, during the summer and winter to prevent blackouts, etc.
- **Lower Emissions** – This facility will feature high efficiency engines which will have lower emissions than larger, gas turbine-based generation facilities also participating in the LT2 (c-1) program. Our technology is capable to run on Hydrogen and RNG when they become readily available.
- **Job Creation** – The project will require skilled trades and over twenty jobs during the eighteen month construction phase of the project along with five more ongoing jobs for operations and maintenance over the twenty year life of the project.
- The cost of each 9.95 MW Natural Gas fired Power Distributed Generation will be approximately \$25 million.

# Community Benefits

**Community Benefit** – As per the Project Support Agreements, which have been signed and delivered to Sault Ste. Marie, each of NOC Brandes Pit, NOC McQueen, and NOC Snow Dump Sault Ste. Marie Limited Partnerships will create an Host Municipal Fund in which each project will donate \$5,000 per megawatt per year for the life of the project to fund local environmental, energy transition initiatives or for any other use which Sault Ste. Marie determines in its sole discretion to support the vibrancy of the local community. Should we be awarded all three 9.45 MW projects by IESO, this would amount to \$47,250 per year per project.

- NOC Brandes Pit:  $9.45 \text{ MW} \times \$5000/\text{MW}/\text{year} = \$47,250 \times 20 \text{ years} = \$945,000$
- NOC McQueen:  $9.45 \text{ MW} \times \$5000/\text{MW}/\text{year} = \$47,250 \times 20 \text{ years} = \$945,000$
- NOC Snow Dump:  $9.45 \text{ MW} \times \$5000/\text{MW}/\text{year} = \$47,250 \times 20 \text{ years} = \$945,000$

# Community Benefits (cont'd)

NOC Brandes Pit Sault Ste. Marie, NOC McQueen Sault Ste. Marie and NOC Snow Dump Sault Ste. Marie), would each, subject to award by IESO, interconnect and completion of construction and as each project were placed in service donate \$8,333 per year for twenty years or as long as each project is in operation to a local non-profit organization e.g. The Salvation Army.

NOC Brandes Pit Sault Ste. Marie, NOC McQueen Sault Ste. Marie and NOC Snow Dump Sault Ste. Marie), would each, subject to award by IESO, interconnect and at commencement of construction, donate \$3,333 per year until each project has completed construction and is placed in service to a local non-profit organization e.g. The Salvation Army.

# Our Engagement Strategy

North Ontario Capacity is committed to conducting meaningful engagement with community members and Indigenous rights holders as part of our development. Our framework includes transparency, open dialogue and community benefits.

Immediately upon award, key strategies to achieve successful engagement will include:

- Identify contact list of relevant community members, close neighbors, Indigenous rights holders, and other key stakeholders.
- Establish early communications regarding consultation opportunities and key milestones.
- Facilitate timely, meaningful and ongoing consultation at key project milestones.
- Track and document consultation activities, comments received, and their influence on the project



# Engagement Strategy (cont'd)

In the event that we are successful and are awarded the contracts by IESO, our community engagement plan will include the following:

- We will host a public community engagement meeting where we will inform local residents and businesses about the project's benefits and gather feedback on any potential concerns.
- Letters will be sent to residents and businesses within 500m of each location informing them of the project and providing contact information where questions and concerns can be submitted.
- If requested, one on one meetings with key stakeholders will be held.
- NOC employee contact information will be made available and shared throughout all phases of the project to answer questions and invite discussion.

# Community Engagement

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NOC's partners and site owners have been present in the community for over 75 years and have provided quality construction services and aggregates to the community during this time. Pioneer Construction, Beamish Construction and Palmer Construction Group are industry leaders, and have been major employers in Sault Ste. Marie for many years. Over the years, we have engaged the local community that has supported our growth, and have partnered with many local organizations and programs to foster these relationships and give back to the community. We are committed to continuing transparent and meaningful engagement with the community regarding this project.

The location of the 3 proposed project areas were chosen specifically to minimize or avoid any potential impacts to our neighbours and the public. The locations chosen are remote, away from residential neighborhoods and have tree screens in place to mitigate noise and provide a natural buffer.

# Indigenous Engagement

We value our relationships with local Indigenous communities and looks forward to collaborative discussions regarding our proposed projects. The proposed power generation project is located in proximity to Batchewana First Nation (BFN), Garden River First Nation (GRFN), and the Métis Nation of Ontario (MNO). If we are awarded the contract, the company will work with Indigenous communities in the Salt Ste. Marie region to build trust and encourage open and transparent discussions through all phases of the project. Immediately following award, our Indigenous Engagement Plan will include the following:

- Formal introductory letters will be sent to BFN, GRFN and MNO to establish points of contact, share details of the project and obtain initial feedback. We will request introductory meetings with Chiefs, Councils and consultation coordinators.
- In person meetings will be held with each individual Indigenous Community to present further details of the project and discuss any potential concerns, mitigation measures, potential training/employment opportunities etc.

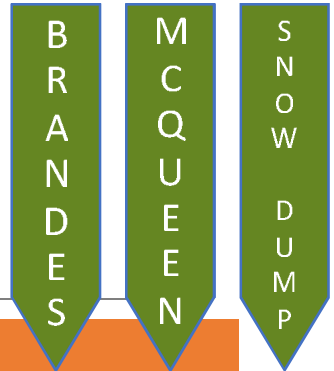
# Indigenous Engagement (cont'd)

Creating meaningful, long-lasting relationships with our indigenous partners is an essential business practice with our partners. To demonstrate this, we have consulted with Indigenous Groups in this area over the years regarding construction related activities and environmental permitting, nurturing respectful and meaningful relationships. As our company has expanded and obtained new aggregate licenses we have engaged these groups, and welcomed input and open discussion. A recent example of this is the successful licensing of our SSM City Pit to allow quarrying of rock in 2022, wherein the above listed groups were engaged throughout the process. NOC is committed to continuing these relationships as we help build a stronger Northern Ontario.

City of Sault Ste. Marie Council provide Municipal Support Resolutions (MSR) for each of the three projects for submission to the IESO LT2 (c-1) RFP before the bid deadline on December 18, 2025. We understand that the MSR represents Council’s support in principle, and that if the project is awarded a contract by the IESO in June 2026, we will work closely with the City to ensure compliance with local planning standards and processes.

This project will increase power reliability and City of Sault Ste. Marie and provide an annual contribution over its lifespan to support community priorities and initiatives.

# Overall LT2 (c-1) Schedule



ACTIVITIES	TIMELINE	STATUS
Final Documents Released/Q&A Period Opens	June 27, 2025	Completed
Question & Comment Deadline	August 21, 2025	Completed
Identify Potential Sites	October 3, 2025	Completed
Registration Deadline	October 3, 2025	Completed
Pre-engagement with Municipalities	October 17, 2025	Completed
Presentation to Council	December 15, 2025	In Progress
Submit Proposals to IESO	December 16, 2025	
IESO Review & Contract Award	June 16, 2026	
Project Permitting & Kick-off	July 2026	
End of Contract	2050	

# Thank you!

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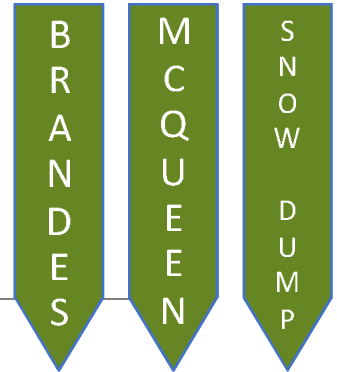
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# Contact Information

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North Ontario Capacity (“NOC”) Brandes Pit Sault Ste. Marie Limited Partnership

North Ontario Capacity (“NOC”) McQueen Sault Ste. Marie Limited Partnership

North Ontario Capacity (“NOC”) Snow Dump Sault Ste. Marie Limited Partnership

2355 Derry Rd. E., Unit 36

Mississauga ON L5S 1V6

Sam Houston  
sh@noc-gp.ca

Dan Jones  
dj@noc-gp.ca

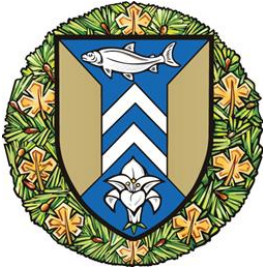


Meeting	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
12-Apr-21	CAO	Sustainable Development	T. Vair	Q1 2026		Outline options available to the municipality to ensure that the cost of new development accurately reflects the cost to the general levy.	L. Dufour M. Scott
13-Dec-21	Legal	AIM Recycling	J. King	Q2 2026	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget; Report August 28, 2023 – Agenda item 7.13 – additional consultation required	Staff to review whether a business licensing approach can be used to address some of the concerns noted by residents in the area of AIM Recycling and, by extension, the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Legal Clerks	Taxi Licensing	J. King R. Tyczinski	Q3 2026	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to Budget	City and Police Service to assess how the administration and enforcement of the by-law is operating and report back with any recommendations.	L. Vezeau-Allen D. Hilsinger
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	T. Vair B. Lamming	Q1 2026		CAO and Deputy CAO, CD&ES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
29-May-23	CD&ES	Food Truck Park Proposal	B. Lamming T. Anderson	Q2 2026		Report on the feasibility of a Food Truck Park with the construction of a covered structure within the downtown area, and an equitable vendor application process.	A. Caputo R. Zagordo
29-May-23	Human Resources	Living Wage	J. King N. Ottolino	Q1 2026	Report January 8, 2024 – Agenda item 7.1 – Bring back revised wage grid for Council's consideration	Report to Council regarding instituting a living wage policy for the Corporation.	A. Caputo L. Vezeau-Allen
10-Jul-23	CD&ES PW&ES	Bellevue Park Urban Beach	B. Lamming S. Hamilton Beach	Q2 2026		Explore the feasibility, steps required, location, and potential costs to develop an urban beach at Bellevue Park, including locking kayak infrastructure.	M. Scott S. Spina
30-Oct-23	CD&ES	Bike Lane Link	B. Lamming P. Tonazzo	Q2 2026		Report back by April 2024 with recommendations on the possibility of constructing a welcome sign with existing city biking lanes and on the cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City's existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.	S. Hollingsworth S. Spina
29-Jan-24	Human Resources	Living Wage Comparators	J. King N. Ottolino	Q1 2026	Report November 24, 2025 – Agenda item 7.5	Staff investigate City positions and external comparators with a view to creating a liveable wage target and review all of the City's non-union salary grids including part time employees and students.	A. Caputo L. Vezeau-Allen
1-Oct-24	PW&ES	Community Safety Zones	S. Hamilton Beach C. Rumiel	Q1 2026		Explore designating Northern Avenue (Sackville Road to Pine Street) and Pine Street (Northern Avenue to McNabb Street) as Community Safety Zones.	A. Caputo R. Zagordo

2-Dec-24	PW&ES	School Safety Zone Review	S. Hamilton Beach C. Rumiel	Q2 2026		Review all School Safety Zones in Sault Ste Marie to create a plan to standardize these zones; Further it be resolved that a driver education campaign be brought forward to highlight this plan once it is implemented to increase awareness for motorists and pedestrians of safety standards in these zones.	A. Caputo R. Zagordo
3-Feb-25	PW&ES	Traffic Lights	S. Hamilton Beach C. Rumiel	Q1 2026		Report back regarding a trial period for some traffic lights to switch over to flashing red and yellow lights between the hours of 11 p.m. and 5 a.m.	S. Kinach M. Bruni
3-Feb-25	Clerks	AMO Healthy Democracy Partnership	R. Tyczinski	Q3 2026		Work with AMO's Healthy Democracy Project team to help identify local challenges and potential solutions. Support its participation in the Local Democracy Accelerator through its own research into barriers to democracy, including, but not limited to: - Contacting current elected officials and staff to identify barriers to those working within these positions; - Contacting former Councillors, Mayors and staff to identify barriers they may have faced; - Contacting candidates who were not successful in their respective municipal elections to find their barriers, and whether or not they would consider running again; and - Contacting diverse communities within Sault Ste Marie to identify if folks in those communities would consider engaging in local politics and to what degree. Should they choose not to, pursue reasons why they would not. Report findings, potential programs, solutions, and interventions that can be implemented.	A. Caputo L. Dufour
24-Feb-25	PW&ES	Snow Removal Service Delivery Assessment	S. Hamilton Beach D. Perri	Q3 2026	Report October 14, 2025 – Agenda item 7.10 –	Report back on current snow removal service delivery models, including possible improvements to service and equipment, communication with Council and residents, costs of upgrading service and equipment, and labour force impacts on adding additional equipment.	A. Caputo S. Spina

2-Jun-25	CD&ES	Agri-Food Industry Economic Strategy	B. Lamming R. Van Staveren	Q1 2026	Economic Development team collaborate with RAIN and other regional partners already delivering agri-food programming with a mandate to: - Map existing assets, programs, and funding now supporting local processors and producers; - Identify opportunities to leverage upcoming infrastructure, such as the shared commercial test kitchen at Harvest Algoma; and - Return to Council by year-end with actions, timelines, and potential budget impacts to accelerate value-added processing, supply-chain capacity, and market access for businesses.	L. Vezeau-Allen S. Spina
14-Jul-25	CD&ES	Roadside Attraction	B. Lamming N. Maione	Q1 2026	Consult with local community and industry partners regarding potential project scope, design, location, and community engagement opportunities, including other symbols that might be recommended; identify costs and funding sources, including Municipal Accommodation Tax revenue, City public art funding (Cultural Vitality Committee), donations, sponsorship, grants, and funding from other levels of government.	S. Kinach M. Bruni
11-Aug-25	PW&ES	Traffic Flow	S. Hamilton Beach C. Rumiel	Q1 2026	Review the Church Street/Pim Street one-way traffic flow arrangements, as well as the sightlines at the intersections of Church/Wellington and Pim/Wellington, and any other relevant intersections in the area, to determine if there is a more efficient way to move traffic between the downtown and the uptown areas of Sault Ste. Marie.	L. Vezeau-Allen L. Dufour
2-Sep-25	Fire CD&ES	National Emergency Management / Forest Firefighting Service	P. Johnson B. Lamming	Q1 2026	Investigate 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	C. Gardi M. Scott

2-Sep-25	CD&ES	Veterans Memorial Crosswalk	B. Lamming N. Maione	Q2 2026	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.	S. Kinach M. Bruni
2-Sep-25	CD&ES	Canadian Defence / Munitions Production	B. Lamming R. Van Staveren	Q2 2026	Report back on 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.	C.Gardi R. Zagordo
22-Sep-25	CD&ES	Review of Recreation Fees for Non-Residents	B. Lamming N. Maione	Q3 2026	Report 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.	S. Kinach M. Bruni
22-Sep-25	CD&ES	Allotting MAT Tax to Activate Downtown Plaza	B. Lamming T. Anderson	Q1 2026	Report with a detailed budget to provide adequate funding from MAT to properly activate the Downtown Plaza during all four seasons.	A. Caputo L. Vezeau-Allen
3-Nov-25	CD&ES	Hallowe'en Tour Bus	B. Lamming N. Maione	Q2 2026	Report on the feasibility of City Bus Hallowe'en tours beginning in 2026 for up to 5 nights prior to Hallowe'en, including staffing requirements, route planning, and potential sponsorships or partners.	A. Caputo C. Gardi
24-Nov-25	Corporate Services	Social Media Policy	R. Tyczinski	Q2 2026	Staff develop a formal Social Media Policy for Members of Council.	S. Kinach M. Bruni
24-Nov-25	CD&ES	Empty Retail Space	B. Lamming T. Anderson	Q2 2026	Staff to work with the Downtown Developmet Committee to draft a plan to execute a method to utilize these empty spaces for experiential marketing campaigns that can benefit existing businesses and tourism.	S. Hollingsworth S. Spina
24-Nov-25						



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer and  
Treasurer  
DEPARTMENT: Corporate Services  
RE: 2026 Borrowing By-law

---

**Purpose**

The purpose of this report is to obtain Council approval of the annual borrowing by-law for temporary requirements.

**Background**

Under section 407(1) of the *Municipal Act, 2001*, a municipality may authorize temporary borrowing until the taxes are collected and other revenues are received.

**Analysis**

Short-term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

The limit is an approved credit line with the City's Banker that is reviewed annually. Historically, the credit line has not been accessed, and there is no outstanding balance.

**Financial Implications**

There are no financial implications unless sums are borrowed.

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

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

**Recommendation**

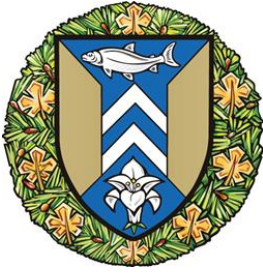
It is therefore recommended that Council take the following action:

The relevant By-law 2025-162 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

2026 Borrowing By-law  
December 15, 2025  
Page 2.

Respectfully submitted,

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



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Shelley J Schell, Chief Financial Officer and Treasurer  
DEPARTMENT: Corporate Services  
RE: Sanitary Sewer Fee Collection Service Agreement

---

**Purpose**

The purpose of this report is to seek Council approval of the updated agreement for sanitary sewer fee collection service provided by PUC Services, Inc.

**Background**

The City and The Public Utilities Commission of the Corporation of the City of Sault Ste. Marie originally entered into an agreement on January 1, 1962 to collect a sanitary sewer fee for the City. Over the years, amendments to by-laws adjusted the rate for the fee and the collection charge payable by the City to the PUC Commission.

The PUC Commission changed its organizational structure years ago and thereafter its related entity PUC Services Inc. provided the invoicing and collection of the sanitary sewer fee on behalf of the City.

**Analysis**

The sanitary sewer fee is designated and used for maintaining the municipal sewage collection pipes and sewage treatment plants, which are the responsibility of the City. The City has engaged PUC Services Inc., and its predecessor, The Public Utilities Commission, since 1962 to collect the sanitary sewer fee on behalf of the City.

The updated agreement outlines the correct corporation that the City has engaged for the collection of its sanitary sewer fees. The current collection service process that has been in place is also reflected in the new agreement.

**Financial Implications**

There are no new financial impacts to the update of the agreement. The update of current sanitary sewer rate by-law is an amendment only to reflect the correct parties.

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

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

**Recommendation**

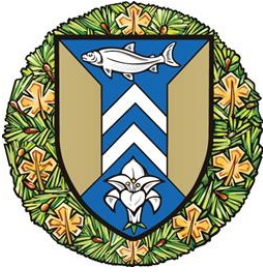
It is therefore recommended that Council take the following action:

The relevant By-laws 2025-163 and 2025-170 are listed under item 12 of the Agenda and will be read with all other by-laws under that item.

Respectfully submitted,

Shelley Schell  
Chief Financial Officer and  
Treasurer  
705.759-5355  
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**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Equipment Purchase Two Refuse Trucks – PWES Landfill

---

**Purpose**

The purpose of this report is to obtain Council approval for the supply and delivery of two refuse trucks as required by Public Works and Engineering Services, Landfill.

**Background**

As part of the 2025 Public Works Capital Equipment list, Landfill is replacing two aged refuse trucks. Landfill's fleet includes Labrie equipment that has been in place for many years. City staff is familiar and confident with its reliability, operation, and maintenance.

Labrie Environmental Group Inc. (QC), is an awarded manufacturer within the Waste Management Equipment Program of the LAS/Canoe Procurement Group.

**Analysis**

A competitive bid process RFP#110223 Refuse Collection Vehicles was conducted through the LAS/Canoe Procurement Group whereby Labrie Environmental Group Inc. (QC) is an awarded Canadian manufacturer providing various refuse units, Contract #110223-LEG. FST Canada Inc, O/A Joe Johnson Equipment is the authorized Ontario supplier for Labrie, and has permission to grant the discounts under this agreement.

Request for pricing quote was issued to Joe Johnson Equipment for two refuse trucks with specifications meeting current Landfill Division equipment requirements.

The pricing received has been thoroughly evaluated and reviewed by the Manager of Building, Fleet and Skilled Trades – Public Works and the pricing, meeting specifications, has been indicated on the summary attached. The pricing reflects the advantages of leveraging the buying power through LAS/Canoe which includes a discount of \$10,840 total for both units.

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

**Financial Implications**

Joe Johnson Equipment's total quoted price for the two Labrie refuse trucks is \$1,108,474 including non-rebatable HST.

During 2025 Budget deliberations, Council approved the allocation of \$1,960,000 for Landfill Equipment. This purchase can be accommodated within the remaining balance of this funding allocation.

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

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

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated December 15, 2025, concerning purchase of two refuse trucks as required by Public Works and Engineering Services – Landfill be awarded to FST Canada Inc. O/A Joe Johnson Equipment at the quoted amount of \$1,089,301.82 plus HST.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

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

PWES - Landfill Division

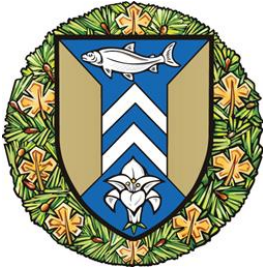
Received: December 2, 2025

**Summary of Pricing  
Two (2) Labrie Automizer Side Loading Refuse Trucks**

<u>Firm</u>	<u>Make &amp; Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Discounts (HST extra)</u>	<u>Remarks</u>
FST Canada Inc, O/A Joe Johnson Equipment Innisfil, ON	2026 Labrie Side Loading Refuse Trucks	October, 2026	Engine-7 Year/402,500 KM Transmission Packer 5 Year Hydraulics Pumps/Valves 5 Year	\$1,089,301.82	Meets Specifications

Note: The quoted pricing, meeting specifications is supplied above  
Although only one bid was received, it is deemed fair and equitable  
The total cost to the City (two units) will be \$1,108,473.53, including the non-rebatable portion of the HST  
It is my recommendation that the pricing, submitted by FST Canada Inc, O/A Joe Johnson Equipment, be accepted.

Karen Marlow  
Manager of Purchasing



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Karen Marlow, Manager of Purchasing  
DEPARTMENT: Corporate Services  
RE: Playground Equipment for Manitou Park

---

**Purpose**

The purpose of this report is to obtain Council approval to award for the supply and installation of Playground Equipment for Manitou Park as required by Community Development and Enterprise Services (CDES) and Public Works and Engineering Services (PWES).

**Background**

A Request for Proposal was issued in May 2025 for playground equipment to be located at two neighbourhood parks Wilcox and Manitou. Funding was available to proceed with one playground in 2025, and the second playground was waiting confirmation of additional funding source. At the June 23, 2025 Council meeting, the supply and installation of Playground Equipment for Wilcox Park was awarded to Park N Water Ltd.

**Analysis**

Staff are pleased with the completion of initial equipment installation and recommend the award of the second playground to Park N Water Ltd., who have confirmed to hold the May 2025 proposal pricing of playground equipment for Manitou Park with installation scheduled for spring of 2026.

**Financial Implications**

The total purchase price for the supply and installation of the Manitou Park equipment including surfacing requirements from Park N Water Ltd. is \$160,231, including non-rebatable HST.

This request can be accommodated through receipt of donations provided to fund Parks Equipment development.

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

This project aligns with the Corporate Strategic Plan in the Quality-of-Life focus area – investing in recreational infrastructure.

**Recommendation**

It is therefore recommended that Council take the following action:

Playground Equipment for Manitou Park

December 15, 2025

Page 2.

Resolved that the report of the Manger of Purchasing dated December 15, 2025 concerning the supply and installation of Playground Equipment for Manitou Park as required by CDES and PWES be awarded to Park N Water Ltd. at their proposed price of \$157,459.25 plus HST.

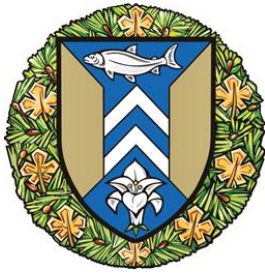
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Maggie McAuley, Manager of Design & Transportation  
Engineering  
DEPARTMENT: Public Works and Engineering Services  
RE: 2026 Aqueduct Repairs – Engineering Consultant Selection

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**Purpose**

The purpose of this report is to obtain Council approval to single source professional engineering services for design and contract administration for the 2026 Aqueduct Repairs contract.

**Background**

At the July 14, 2025 Council meeting, Council accepted the Five-Year Capital Transportation Program (2026-2030) as information which includes the recommendation that portions of the small Central Creek Aqueduct be replaced in 2026 as per engineering recommendations from 2025 biennial structural inspections completed by Tulloch Engineering.

**Analysis**

To ensure public safety and to satisfy the recommendations of the structural engineering specialist, Tulloch Engineering, the City should continue with the aqueduct repairs on two 15m sections located north of Young Street and one 15m long segment north of Bonney Street in 2026.

In accordance with the Procurement Policies and Procedures By-law, section 22(3), it is recommended that the work be single sourced to Tulloch Engineering. Tulloch Engineering was selected to complete inspections April 2025 through an open RFP process. The proposed repairs are a recommendation of the Biennial Structural Inspections. In addition, the staff at this firm have completed inspection, design and administration of the rehabilitation to these aqueducts for many years, and such continuity is in the best interests of the City.

**Financial Implications**

The engineering fee estimate for the 2026 aqueduct repairs is \$174,975 excluding HST. As part of the 2025 budget process, \$200,000 was approved for Engineering work related to the 2026 Capital Transportation Program. Tulloch's 2025 work can be accommodated with the \$200,000 previously approved. Additional work and

costs will not commence until such time that Council approves the 2026 Capital Budget.

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

Rehabilitation of aqueducts is linked to the existing infrastructure component of the strategic plan.

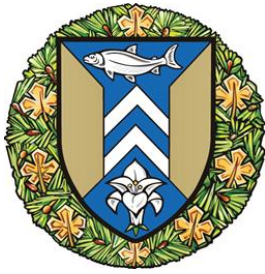
**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-174 authorizing execution of MEA Agreement is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P.Eng.  
Manager of Design and Transportation Engineering  
705.759.5385  
m.mcauley@cityssm.on.ca



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Frank Coccimiglio, Manager of Information Technology  
DEPARTMENT: Corporate Services  
RE: Sault Ste. Marie Innovation Centre (SSMIC) – GIS Contract Extension

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**Purpose**

The purpose of this report is to obtain Council approval to extend the Geographic Information System (GIS) Agreement between the City and the Sault Ste. Marie Innovation Centre (SSMIC) for an additional one-year term from January 1, 2026 to December 31, 2026.

**Background**

For approximately two decades, the City has outsourced GIS data management and infrastructure hosting to SSMIC. The current five-year contract expires on December 31, 2025. With ESRI's evolving technology stack and the growing availability of cloud hosting solutions, the City now has multiple pathways to modernize and sustain its GIS program and underlying infrastructure.

**Analysis**

A one-year extension will provide the necessary time to develop a comprehensive technological roadmap outlining the various options for continuing a GIS system. The roadmap will identify viable delivery models, assess technology, resourcing, and support requirements, evaluate costs, risks, and implement timelines.

Maintaining the current service arrangement through 2026 ensures continuity of operations while the City completes this due diligence.

**Financial Implications**

There are no changes to the terms, scope, or pricing for the one-year extension relative to the current agreement. Fees remain at \$37,746.81 per month plus HST, totaling \$452,961.72 for the period January 1, 2026 to December 31, 2026. These costs will be funded through approved annual operating budgets.

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

The proposed extension supports the Corporate Strategic Plan's Focus Area 4: Service Delivery by ensuring uninterrupted access to critical GIS services while the City plans for a sustainable, modernized solution.



**Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-166 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

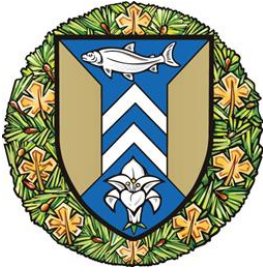
Respectfully submitted,

Frank Coccimiglio

Manager of Information Technology

705.759.5303

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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Brent Lamming, DCAO Community Development and  
Enterprise Services, and Melanie Borowicz-Sibenik,  
Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Community Development and Enterprise Services

RE: Protexxa Inc. – Offer of Purchase and Sale

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**Purpose**

The purpose of this report is to seek Council approval of a conditional Agreement of Purchase and sale between the City and Protexxa Inc. for the sale of a portion of Yates Avenue being PIN 31609-0398: PART SECTION 34 KORAH PARTS 4, 5, 6, 7, 10, 11, 12, PLAN 1R10744 SAVE AND EXCEPT PARTS 1 AND 2, PLAN 1R14226 AND PART 1, PLAN 1R14221; SUBJECT TO AN EASEMENT OVER PART 11, PLAN 1R10744 AS IN LT127571; SUBJECT TO AN EASEMENT OVER PART 6, PLAN 1R10744 EXCEPT PART 2, PLAN 1R14226 AS IN AL10430; CITY OF SAULT STE. MARIE; and PART OF PIN 31609-0390: PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21 1R10744 EXCEPT PART 1 1R10935, PART 1 1R11773, PARTS 2 & 3 1R13242, PART 1 1R13366, PART 1 1R13469, PARTS 1 & 2 1R14070, PART 1 1R14088; SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF SAULT STE. MARIE, specifically, the three parcels shown in Schedule “A” to this report. Further, this report seeks Council approval to declare the said lands surplus to the City’s needs and to authorize the disposition of the said lands to Protexxa Inc. in accordance with the City’s policy for the disposition of land.

**Background**

Yates Avenue was developed for an industrial park, with the support of NOHFC, and is being marketed to assist with business growth and attraction through an agreement with Century 21 (procured through a tender process).

Staff have been approached by Protexxa (<https://protexxa.com/>) in partnership with Missanabie Cree First Nation (<https://www.missanabiecreefn.com/>) to purchase City-owned land located on Yates Avenue to construct a data and cybersecurity monitoring/training centre. The new business in the Sault is estimated to provide a minimum of 200 new jobs, up to 1,000 jobs when fully operational. Protexxa is a B2B SaaS (business to business, software-as-a-service) cybersecurity platform that leverages artificial intelligence to rapidly identify,

evaluate, predict, and resolve cyber issues for employees. Protexxa is a rapidly growing organization on a mission to keep every human safe in our digital world and transform cybersecurity by helping businesses find and fix cyber vulnerabilities.

Protexxa also provides cybersecurity services, including cyber program management and cybersecurity training, for organizations and governments of all sizes. Protexxa is a global company headquartered in Toronto, helping CIOs, CISOs, and CEOs manage the human side of cybersecurity.

In partnership with Missanabie Cree First Nation, this is an exciting project that is proposed to locate in Sault Ste. Marie.

### Analysis

The request was circulated to various City departments and the Sault Ste. Marie Region Conservation Authority (SSMRCA) for comment. The results of the circulation are appended as Schedule B. The project will consist of constructing a facility (100,000-160,000 square feet) on the Yates property (8.39 acres). A high-level concept plan is attached in Schedule C for reference and further detailed here:

Zone / Area	Load / Density	Estimated Area (sq ft)	Notes
AI Compute Zone (50%)	10 MW @ 500–800 W/sq ft	12,500–20,000	High-density AI racks (20–40 kW each). Plan liquid cooling or rear-door heat exchangers.
Conventional Compute Zone (50%)	10 MW @ 150–250 W/sq ft	40,000–66,700	Conventional IT racks (5–10 kW each). Standard CRAC cooling acceptable.
Total White Space	—	52,500–86,700	Aggregate of AI + conventional IT zones.
Support Spaces (UPS, electrical, battery, MEP rooms, etc.)	—	40,000–50,000	Include UPS, batteries, power distribution, switchgear, mechanical systems.
Circulation and Service Space	—	20,000–25,000	Include corridors, staging, loading, offices, and security.
Gross Building Area for Data Centre	—	120,000–160,000	Total building gross area for a single-story layout.
Exterior Yard (chillers, generators, switchgear)	—	0.75–1.25 acres	Required for outdoor mechanical and electrical equipment.
Exterior snow cooling area		1.5 acres	1.5 acres per MW of cooling (for 90 days, 10 m pile height).
Parking Area		2.0 acres	landscaping, fencing, lighting, and future EV expansion.
Office Area for SOC		30,000 sq ft	Assumes 200 @130sq ft per desk, and Kitchen and support are office spaces.

The Operations Facility will be multi-faceted, consisting of the following key elements.

- A data centre
- Cyber security monitoring services
- Cyber security training services

The initial data Centre will require 5MW of power, which the PUC has confirmed existing power capacity can support. PUC is developing a new transmission station, which happens to be next to the proposed Protexxa location on Yates Avenue. Once the transmission station is complete, there will be 10MW or more of power available, which will serve Protexxa's longer-term power requirements.

Protexxa will also explore how snow can be used in addition to water for the cooling requirements of the data centre. There will be higher-level skilled labour requirements for cybersecurity monitoring services positions. The operation will be 24/7, and their model is subscription-based for clients. The target market Protexxa serves is small to medium-sized businesses. Protexxa also plans to have a cybersecurity training program as one of its delivery channels. Protexxa estimates there are 3.5 million unfilled cybersecurity jobs globally.

Staff are advised that some of Protexxa's existing clients include the City of Brampton, the Senate of Canada, the Government of Barbados, and the Government of Jamaica. The CEO of Protexxa is Claudette McGowan. She has worked in the technology industry for several organizations, including Deloitte, Metropolitan Police Services, North York General Hospital, Bank of Montreal (BMO), and TD Bank. At BMO, Claudette served as the Chief Information Officer, Enterprise Technology Employee Experience, and at TD, she was the Global Executive Officer for Cybersecurity. Some of Protexxa's partners to date include Bell, Export Development Canada, Deloitte, and Toronto Metropolitan University.

Information on secured funding for Protexxa can be found at the bottom of the page using the following link: <https://protexxa.com/about/>

Staff are recommending the sale of the Yates property, given the projected job creation and tax revenue for the City. This new business comes at a key time with recent layoffs at Algoma Steel, which could provide essential labour to Protexxa's operations. Protexxa and Missanabie Cree have factored this aspect into securing the labour requirements they will need to fill the jobs required to operate the facility.

The proposed uses are a combination of a data centre and office uses. The current Zoning By-law does not specifically define data centres; however, in discussions with Planning Division, the suite of uses proposed could fit into the defined 'Information Technology' use, which is not a permitted use under the current Heavy Industrial Zoning (M3) on the property. Based upon further discussions with Planning, on a preliminary basis, a minor variance application to permit the proposed use might be an appropriate route. The proposed use is likely 'lighter' in nature than many other uses permitted in an M3 zone. It is also worth noting that a 30m vegetated buffer adjacent to Wallace Terrace is not being sold and will

remain owned by the City. Finally, the property is subject to site plan control. The property on Yates Avenue consists of three parcels. Two of the parcels are more suitable to build on, with the most eastern parcel having some challenges with a creek running through it.

Pursuant to Council direction given the closed session held November 24, 2025, and the delegated authority granted by By-law 2023-17, the Assistant City Solicitor/Senior Litigation Counsel executed the Agreement of Purchase and Sale, conditional upon Council approval by December 16, 2025. Council approval shall occur only upon the passing of a By-law authorizing the sale of the Subject Property to Protexxa Inc.

The Agreement of Purchase and Sale also contains the following conditions:

- That the Buyer shall undertake to construct a building with a minimum of 100,000 square feet within three (3) years of purchase. If the purchaser fails to construct a building within that timeframe, the City may take back the property. A 3-year development window will apply to this project, consistent with other land sales in Yates Avenue;
- That the Buyer shall have until May 27, 2026 to be satisfied and waive the following conditions:
  - That the Buyer arrange a new First Charge/Mortgage satisfactory to the Buyer;
  - That the Buyer obtain at the Buyer's expense an Environmental Site Assessment satisfactory to the Buyer; and
  - That the Buyer satisfy its necessary due diligence requirements, specifically securing contracts with its partners and utilities, completing studies to confirm sufficient capacity, securing regulatory approvals, and receiving approval of its Board of Directors following its due diligence review;
- The Subject Property is to be sold "as is, where is";
- That the Buyer release and hold harmless the Seller from any and all claims related to environmental matters
- That the Buyer undertakes on closing to sign an Acknowledgement that the Buyer is aware that Algoma Steel Inc. is located east of the Subject Property and that Algoma's operations from time to time shall result in noise being emitted that might be heard at the Subject Property;
- That the Buyer acknowledge that the property will be subject to a further easement to be granted by the City to PUC (Transmission) LP by its General Partner PUC (Transmission) GP Inc. pursuant to an Easement Option Amendment Agreement dated February 24, 2025. To that end the Buyer shall sign any necessary documentation to effect same on closing.

The City shall be responsible for the costs and to arrange for a Reference Plan to denote the Subject Property for registration purposes. Staff have made the proponent aware of the various programs available for which they may submit

applications, including the City's Economic Development Fund and NOHFC application funding streams.

### **Financial Implications**

During the Closed Session held on November 3, 2025, Council gave direction to amend the current price per acre to \$50,000/acre for buildable land and the remaining to be sold at \$25,000/acre. The Agreement of Purchase and Sale sets out the purchase price of \$349,000 for the 8.39 acre lots (5.57 x \$50,000 plus 2.82 \$25,000 per acre). The City is also responsible to pay the costs of the reference plan to define the lands to be sold to Protexxa Inc. which will be approximately \$7,250 plus HST. The reference plan costs associated with denoting the lands to be sold are approximate. The sale of the property will result in \$349,000 in industrial land sales.

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

The recommendation supports the Corporate Strategic Plan 2024-2027 in a variety of focus areas:

- Within the Community Development focus area, it will promote economic activity and growth and support the growth of a diversified economy.
- We will grow responsibly to ensure a healthy, sustainable, and prosperous community for future generations.
- It will ensure transparency and fiscal responsibility to meet the needs of the community.

**Climate Impact:** The proposed data centre project presents several opportunities to support the City's broader sustainability and climate objectives. The site's confirmed 5 MW electrical capacity provides a strong foundation for exploring energy-efficient design options. Staff will work with the proponent to better understand any planned backup power systems. Cooling system design will also play an important role in overall facility performance. The Northern Ontario climate offers favourable conditions for energy-efficient "free cooling" approaches, including innovative snow-based methods that can help reduce electricity and water demand. Additional opportunities may include waste-heat recovery for nearby industrial or commercial users, and the integration of renewable energy or high-efficiency technologies that align with Council's net-zero by 2050 goals. Staff will also offer that the proponent work collaboratively with the City to explore programs and funding opportunities that support the development of a greener, more sustainable facility.

### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-law 2025-165 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Protexxa Inc. – Offer of Purchase and Sale

December 15, 2025

Page 6.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA

Deputy CAO, Community Development & Enterprise Services

705.759-5314

[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

and

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel




Legal Department

705.759.5304




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






### Parcels

-  Available Property
-  Sold
-  Parcels





### Easements

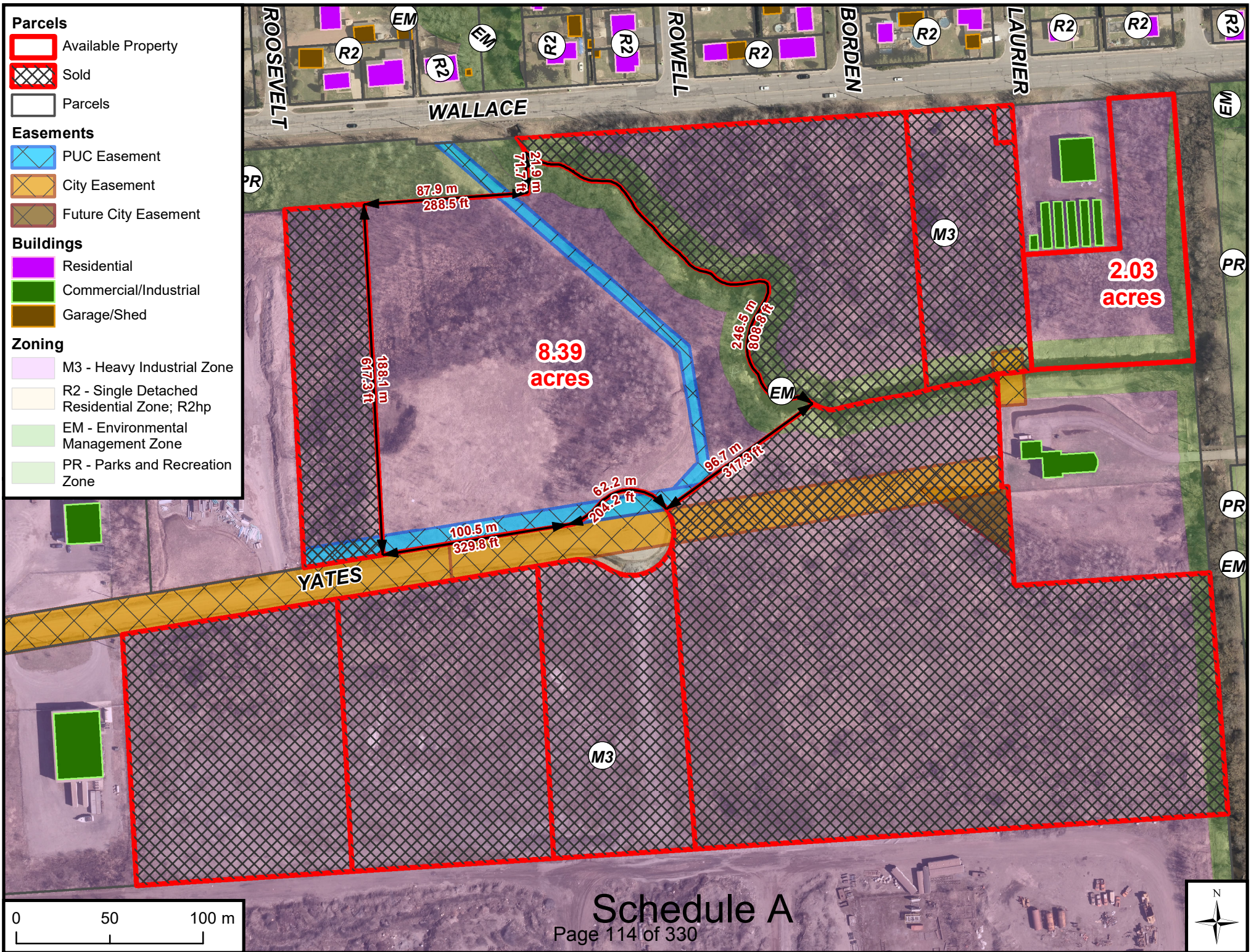
-  PUC Easement
-  City Easement
-  Future City Easement

### Buildings

-  Residential
-  Commercial/Industrial
-  Garage/Shed

### Zoning

-  M3 - Heavy Industrial Zone
-  R2 - Single Detached Residential Zone; R2hp
-  EM - Environmental Management Zone
-  PR - Parks and Recreation Zone





## Schedule B

## CIRCULATION SUMMARY

RE: Property – Yates Avenue Sale of 8.39 Acres  
DATE SENT: December 4, 2024 and October 9, 2025

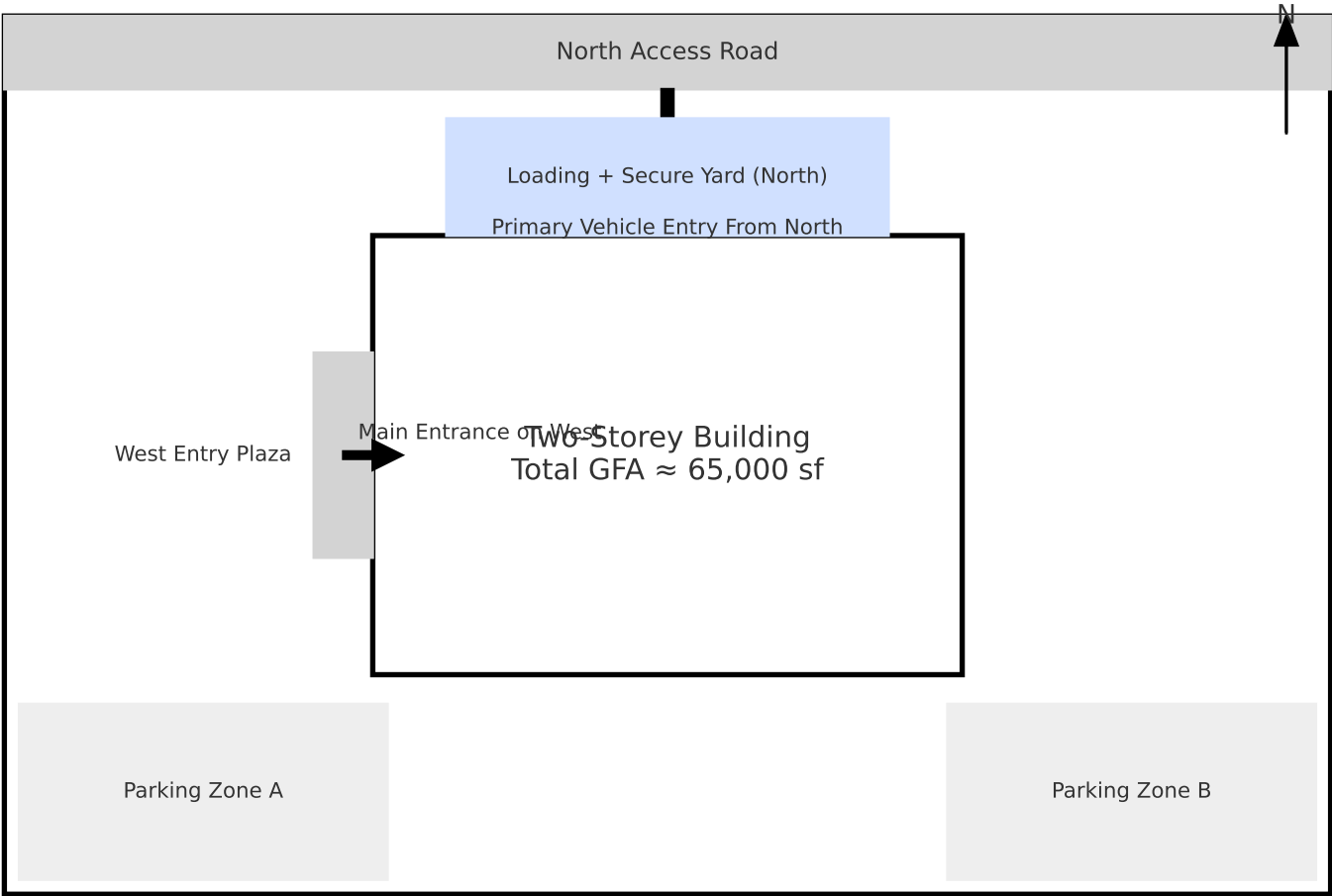
Dan Perri – Public Works ☒  
 Maggie McAuley/Jerry Tulloch – Engineering ☒  
 Francois Couture/Freddie Pozzebon - Building ☒  
 Peter Tonazzo – Planning ☒  
 SSMRCA ☒  
 Michelle Kelly – Planning (Lanes) ☐  
 Tom Vair – CAO ☐  
 Brent Lamming/Nicole Maione – CD&ES ☒  
 Other Departments (if applicable) ☒

COMMENTS RECEIVED	DATE:	
Dan Perri Public Works	Jan. 9, 2025	PW has no comments.
Maggie McAuley/Jerry Tulloch Engineering	Aug. 20, 2025	Engineering has reviewed the request and has no objections to its sale. The Purchaser should be made aware that access to the property from Wallace terrace will not be allowed as it is not a truck route, already has access to Yates and a creek separates the property from a possible driveway location.
	Oct. 30, 2025	<p>Please see the following comments based on a circulation sent out November 24, 2020. It should be noted that this circulation was in relation to all properties surrounding Yates and I have provided further detail on their applicability to the property in question in brackets and Italics.</p> <p>Utility Comments:</p> <ul style="list-style-type: none"> <li>• Union Gass: No Comment</li> <li>• PUC: Existing easement will continue to require benefits from easement</li> <li>• Shaw: No comments</li> <li>• Bell: Easement in area does not directly concern the 8.39 acre property in question.</li> <li>• Algoma Power: No response</li> <li>• Hydro One: No comments</li> </ul> <p>Engineering Comments:</p> <ul style="list-style-type: none"> <li>• This is an industrial development, no objection to the sale of the land.</li> <li>• Land between the properties in question and Great Northern Road is required to serve as a buffer;</li> <li>• Existing environmental studies should be taken into consideration and provided to the future owner</li> </ul>
Peter Tonazzo Planning	Dec. 5, 2024	Planning staff has no concerns with selling this property. It is understood that there are easements on the property, and I believe Engineering staff will respond regarding those.

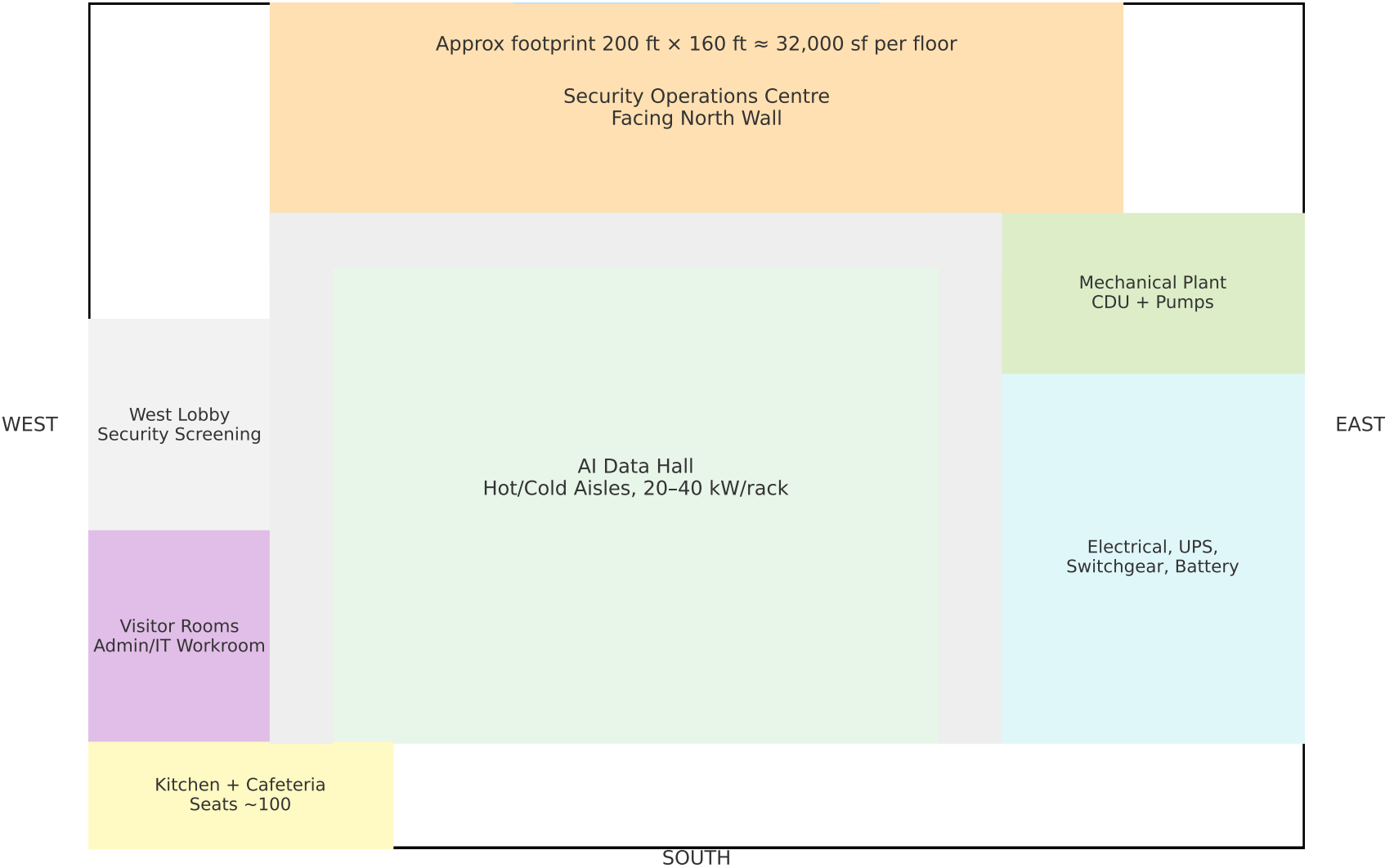
		<p>In terms of direct access to Wallace Terrace, consistent with previous correspondence sent to the Realtor on November 26th, 2024, the City owns a separate parcel (+/-27m in width) across the Wallace Terrace frontage, between the crossing of both creeks. This parcel is zoned Parks and Recreation and was originally intended to act as a buffer between the residential uses on the north side of Wallace Terrace and industrial activities on Yates Avenue.</p> <p>Therefore, at this time, Planning is not supportive of direct access to Wallace Terrace.</p> <p>If the potential purchasers wish to pursue this further, they would be required to either purchase or obtain a formal lease to cross the city-owned property to get access to Wallace Terrace and rezone the parcel to a zone that would permit the access. I'm happy to chat further about this if you wish.</p> <p>Finally, and as I believe the purchasers are aware, there is a creek that forms the east lot line of parcel. The lands adjacent to the creek are zoned Environmental Management and therefore cannot be developed.</p>
Francois Couture Building	Aug. 6, 2025	Building has no objection or comments regarding the sale of Yates.
SSMRCA	Dec. 5, 2024	<p>The subject property is located within an area under the jurisdiction of SSM Region Conservation Authority regarding Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c. C.27.</p> <p>Any new development on the property will require a site plan review and may require a permit. As part of the permitting process, SSMRCA may require engineering studies such as geotechnical, and/or stormwater management.</p> <p>SSMRCA does not object to the sale of the property.</p>
Brent Lamming/Nicole Maione CD&ES	Dec. 5, 2024  Dec. 6, 2024	<p>Brent Lamming:</p> <p>Support from my perspective.</p> <p>Nicole Maione:</p> <p>No concerns from my perspective.</p>
Rick Van Staveren & Robin Miners CD&ES	Dec. 4, 2024	<p>Rick Van Staveren:</p> <p>Economic Development supports this proposal.</p>
Mike Nadeau DSSAB	Jan. 4, 2025	No concerns from DSSSMSSAB.

Schedule C

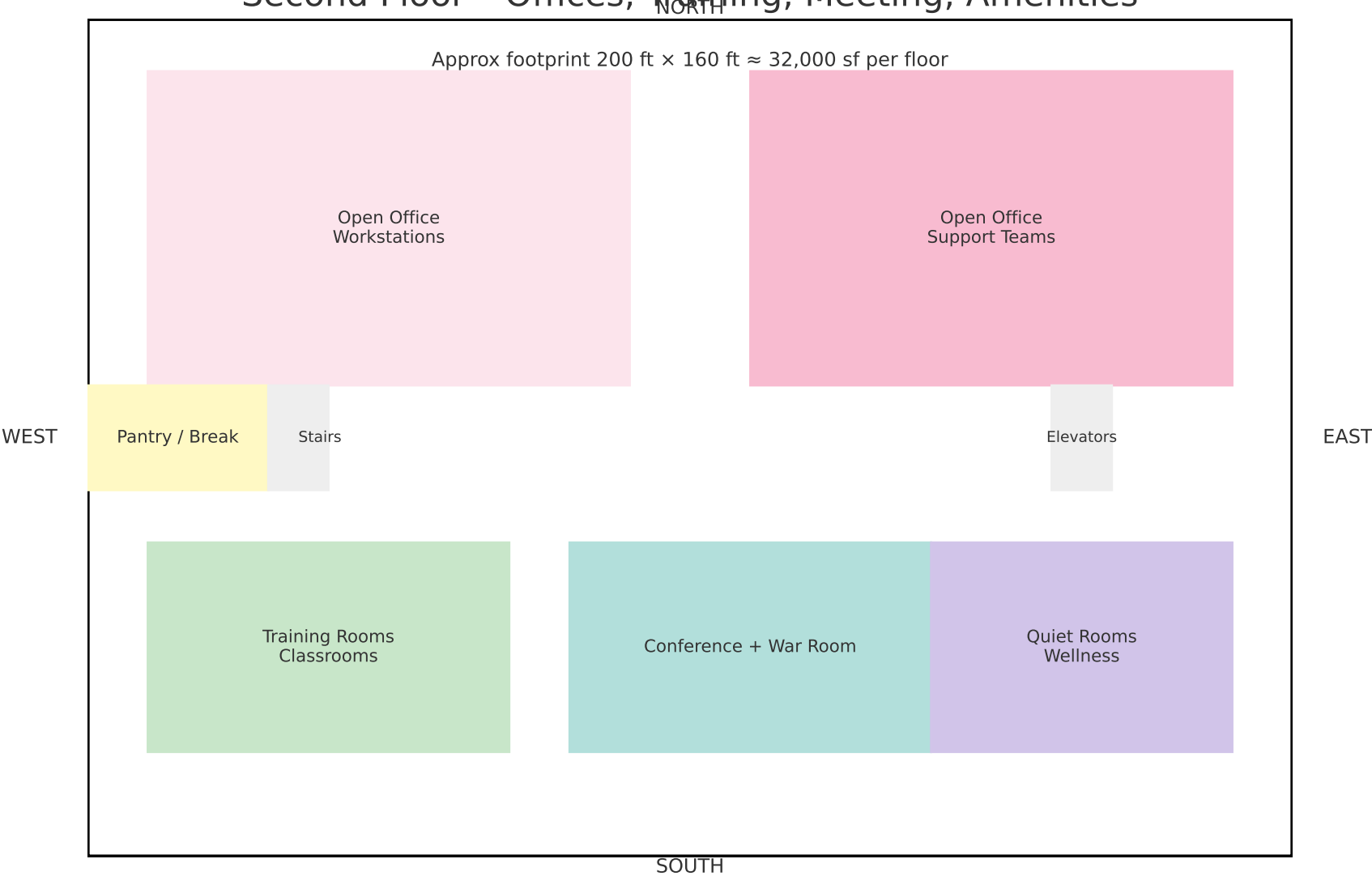
Site Access Diagram – North at Top

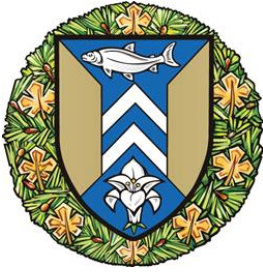


# Ground Floor – AI Data Centre SOC on North, West Main Entry



# Second Floor – Offices, Training, Meeting, Amenities





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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Brent Lamming, Deputy CAO, Community Development  
and Enterprise Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Removal of Restrictive Covenant – 328 Queen Street East

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**Purpose**

The purpose of this report is to remove a restrictive covenant registered on title of 328 Queen Street East. The restrictive covenant was registered on title when the City sold the property. The purchaser provided an undertaking to complete the interior renovations to the City's satisfaction within two and a half years from the closing date.

**Background**

On March 22, 2022, Council authorized the disposition 328 Queen Street to Carmen Muto Plumbing & Heating Inc. on an "as is" basis. The purchaser provided an undertaking to completely renovate and complete the exterior façade work of the building on the Subject Property in a manner that is acceptable to the City within six months from the closing. In addition, there is an undertaking that the Buyer substantially renovate and complete all interior construction and work for the building on the Subject Property in accordance with the offer made for the property within two and a half years from the closing date in a manner that is acceptable to the City.

If the Buyer fails to complete either obligation, the City may take back the Subject Property in the City's sole discretion and the Buyer undertakes to complete any and all necessary paperwork to effect the said transfer back to The Corporation of the City of Sault Ste. Marie.

The façade work was completed, and Council approved a request on January 30, 2023 to have staff take the necessary steps to remove the restrictive covenant regarding the façade work.

Staff are now recommending the restrictive covenant to renovate the interior be removed and that condition be satisfied.

**Analysis**

City staff visited the site and had conversations with Mr. Muto regarding the property. Significant work was completed with tenants moving into the upstairs apartment as well as the storefront.

**Financial Implications**

There is no financial impact associated with this report.

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

This item aligns with the Corporate Strategic Plan in the Focus Area of Quality of Life:

Vibrant Downtown Areas: We are striving to create a vibrant and attractive downtown that contributes to the vitality and resiliency of our City. Downtown areas play a central role in defining the character of our City.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated December 15, 2025 concerning the removal of a restrictive covenant on 328 Queen Street be received and that Council authorize staff to take the necessary steps to remove the restrictive covenant to substantially renovate the interior from the Subject Property and to confirm that this condition is satisfied.

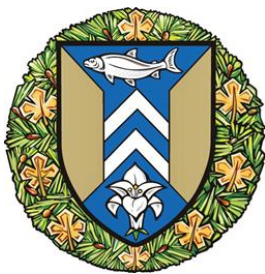
Respectfully submitted,

Brent Lamming, PFP, CPA, CMA

Deputy CAO, Community Development and Enterprise Services

705.759.5314

[b.lamming@cityssm.on.ca](mailto:b.lamming@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**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Nicole Maione, Director of Community Services  
DEPARTMENT: Community Development and Enterprise Services  
RE: Cemetery By-Law User Fee Update

---

**Purpose**

The purpose of this report is to seek Council approval to amend the 2026 Cemetery fees and charges in the 2026 User Fees By-law and to introduce payment via credit cards for some cemetery services in an effort to improve customer service.

**Background**

The 2026 User Fees, By-Law 2025-153 was approved at the November 3, 2025 Council meeting.

Staff have further evaluated some fees based on feedback received since the passage of the by-law.

**Analysis**

*Cremation fees*

Refer to the table below outlining cremation fees (HST included) for adults and children. In the approved 2026 user fee schedule, the adult cremation fee placed City pricing \$50 above the local market fee, and the child cremation fee placed the City pricing \$25 above the local market fee. The City has experienced a significant decline in cremations and associated revenue. The City averaged approximately 500 cremations annually from 2019–2024. The 2025 volume is projected at roughly 260 cremations. To address this, the City is recommending adjusting the adult and child cremation fees to the fees below. This should help the City meet its revenue targets and operate within the 2026 net levy allocation.

Cremation	2025 fee	2026 approved fee	Market fee	Recommended fee
Adult	\$670	\$690	\$640	\$640
Child	\$385	\$395	\$370	\$370

*Columbarium interment fees*

Mausoleum interment fees are included in the purchase price of a mausoleum crypt. Currently, interment fees are not included in the purchase price of a columbarium niche. It has been staff's experience that customers are often



surprised that there is an additional fee for interment in a previously purchased niche. Incorporating interment fees into the purchase price of columbarium niches, will streamline transactions for the public by eliminating separate purchases and reducing repeat visits. This change responds directly to community feedback, simplifies scheduling and administration for families and staff, and improves overall service delivery.

#### *Credit card payments*

Currently, credit card payment is not available for Cemetery transactions. Introducing credit card acceptance will enhance customer service by offering a convenient, widely requested payment option, improving accessibility for residents, and aligning with modern municipal service standards. Staff are reviewing the implementation in 2026 of credit card payments for all City services, with the credit card service fee added at the time of payment, based on a review of requirements and changes through the City's credit card service provider. Acceptance of credit cards for cemetery services would be rolled out at the same time. If the City is unable to proceed with the change through the provider, the service fee would have to be accounted for in all cemetery pricing and would require the user fees to be adjusted accordingly.

This change reflects repeated public requests over several years and supports a more efficient, user-friendly experience.

#### **Financial Implications**

These changes will have no impact on the current levy and are intended to increase cremation volumes toward historical levels, thereby potentially reducing the burden on taxpayers over time. Staff will provide a mid-year update to Council on cremations fees as there is a risk that the estimated cremations may not materialize.

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

The recommendation supports the Corporate Strategic Plan 2024-2027 in a number of ways.

- It allows for continued ongoing customer service for citizens and options for family members as well as build collaborative relationship with community partners to enhance service delivery options.

#### **Recommendation**

It is therefore recommended that Council take the following action:

The relevant By-Law 2025-168 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Cemetery By-law User Fee Update

December 15, 2025

Page 3.

Respectfully submitted,

Nicole Maione

Director of Community

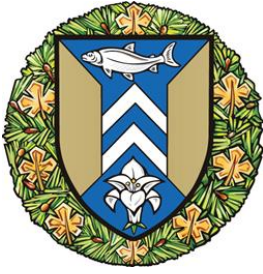
Services

Community Development and

Enterprise Services

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

**COUNCIL REPORT**

December 15, 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 Tax Rebates 2025

---

**Purpose**

The purpose of this report is to seek Council approval of tax rebates for the 2024 tax year by the Sault Ste. Marie Municipal Heritage Committee for those owners of heritage properties enrolled in the Heritage Property Tax Rebate Program.

**Background**

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

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

**Analysis**

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

Applications for the 2024 tax rebates have been received from 15 owners for 17 designated heritage properties in the City. The Sault Ste. Marie Municipal Heritage Committee passed the following resolution at their November 5, 2025, meeting:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommends to City Council that the Designated Heritage Property Tax Rebates for the 2024 tax year be paid to the qualified owners of designated heritage properties enrolled in the program:

1. 69 Church Street – Provincial Air Hangar
2. 875 Queen Street East – Insect Pathology Lab
3. 864 Queen Street – Algonquin Hotel
4. 119 Woodward Avenue
5. 10 Kensington Terrace – Unit #1
6. 10 Kensington Terrace – Unit #2
7. 10 Kensington Terrace – Unit #3
8. 115 Upton Road – 1902 Family Residence
9. 193 Pim Street Wellington Square Townhouses
10. 36 Herrick Street
11. 358-366 Queen Street East – Barnes-Fawcett Blocks
12. 242-246 Queen Street East – Hussey Block
13. 99 Huron Street – Yard Locker
14. 83 Huron Street – Machine Shop
15. 1048 Queen Street – Eastbourne
16. 54 Summit Avenue
17. 143 McGregor Ave.

and further that an inspection report and letter be sent to the property owners outlining the recommendations.

### **Financial Implications**

The rebate varies annually depending on the number of applicants. The total rebate for the 2024 tax year is \$103,235 of which the municipal portion is \$81,299 and the education portion is \$21,936. This is pending Council approval and final calculations by the Finance Department.

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

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

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated December 15, 2025 concerning Designated Heritage Property Tax Rebates 2025

Designated Heritage Property Tax Rebates 2025

December 15, 2025

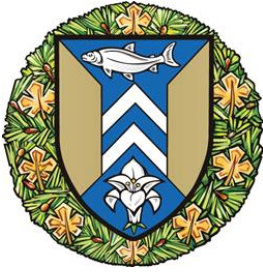
Page 3.

be received and that the designated heritage property tax rebates for the 2024 tax year be approved and paid to the qualified owners of designated heritage properties enrolled in the program as follows:

1. 69 Church Street – Provincial Air Hangar
2. 875 Queen Street East – Insect Pathology Lab
3. 864 Queen Street – Algonquin Hotel
4. 119 Woodward Avenue
5. 10 Kensington Terrace – Unit #1
6. 10 Kensington Terrace – Unit #2
7. 10 Kensington Terrace – Unit #3
8. 115 Upton Road – 1902 Family Residence
9. 193 Pim Street Wellington Square Townhouses
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12. 242-246 Queen Street East – Hussey Block
13. 99 Huron Street – Yard Locker
14. 83 Huron Street – Machine Shop
15. 1048 Queen Street – Eastbourne
16. 54 Summit Avenue
17. 143 McGregor Ave.

Respectfully submitted,

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



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Travis Anderson, Director Tourism & Community  
Development  
DEPARTMENT: Community Development and Enterprise Services  
RE: Tourism Development Fund Applications – November 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, Attractions, and Product Development. The funds for both streams of the TDF are generated from revenue collected by the Municipal Accommodation Tax (MAT).

Consideration will be 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 or project is completed.

At the Tourism Sault Ste. Marie Board of Directors' meeting held on November 25, 2025 seven applications were reviewed with the following recommendations:

1. Gathering at the Rapids Pow Wow \$20,000
2. Bon Soo Winter Carnival \$10,000
3. Frozen Toe Fat Bike Race \$7,500
4. Dave Kensit Swim Meet \$3,500
5. Sault Pedal Pub \$50,000
6. Sport Event Bid #2015-001 \$50,000
7. Conference Bid #2025-002 \$15,000

1. Gathering at the Rapids Pow Wow

The 20th Annual Gathering at the Rapids Pow Wow, hosted by Algoma University in 2026, will mark two decades of Anishinaabe culture, learning, and community celebration. As the largest Pow Wow in the region, the event is expected to draw record participation from across the Great Lakes region from both Canada and the United States.

The Pow Wow is led by Algoma University's Makwa Waakaa'igan, the Anishinaabe Initiatives Division, and the Shingwauk Anishinaabe Students' Association, working in partnership with organizations such as the Indigenous Friendship Centre, Shingwauk Kinoomaage Gamig, Wabinung Head Start, OLG, Algoma Steel, the Métis Nation of Ontario, and the Algoma District School Board.

The event features traditional drumming, singing, and competitive dancing, along with an expanded marketplace showcasing Indigenous artisans and vendors. The 20th anniversary will honour long-standing teachings and traditions while offering opportunities for community connection and cultural celebration.

Gathering at the Rapids also provides a meaningful way for sponsors and partners to support reconciliation and engage with Indigenous communities. As a signature annual event, it contributes to cultural understanding, community pride, and Algoma University's ongoing commitment to Chief Shingwauk's vision for education and knowledge-sharing.

Previous Tourism Development Fund Support  
2025 Gathering at the Rapids Pow Wow (\$20,000)

Visitor Projections and Economic Impact

Local Attendees: 3,590

Regional Visitors: 1,820

Ontario Visitors: 1,315

Across Canada Visitors: 850

American/ USA Visitors: 850

International (outside of USA) Visitors: 0

Economic Impact: 3,015 Out of Town Visitors x 3 days x \$175 = \$1,582,875

#### Recommendation

Acknowledging the significance of Northern Ontario's largest and expanding Pow Wow, the Tourism Sault Ste. Marie Board of Directors approved the following resolution. "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$20,000 through the Tourism Development Fund-Conferences and Special Events Stream to support the 2026 Gathering at the Rapids Pow Wow, and that a report be submitted to City Council for consideration and approval".

#### 2. Bon Soo Winter Carnival

The Bon Soo Winter Carnival (BSWC) is one of Sault Ste. Marie's most iconic home-grown events. Established in 1963, the Carnival was created to inspire winter tourism, uplift community spirit during the long winter months, and celebrate the creativity and resilience of Northern Ontario. Over six decades later, it remains a cherished tradition for both residents and visitors.

In recent years, support from the City of Sault Ste. Marie and Tourism Sault Ste. Marie has helped stabilize and strengthen the Carnival. The event offers programming for all ages, including opening ceremonies, concerts, family activities, sporting events, culinary attractions, and outdoor winter experiences. Most activities are free or available for purchase with a Bon Soo button or jacket tag. Strong partnerships with local businesses and organizations, including the Machine Shop/Canal District, the City, and Northern Superior Brewing, have helped expand the Carnival's reach and reimagine its signature events.

#### Previous Tourism Development Fund Support

Tourism Sault Ste. Marie's Board of Directors committed to \$150,000 in financial support in 2022-2023 to save and revive the Bon Soo Winter Carnival. These funds came from the Tourism Sault Ste. Marie budget, not the Tourism Development Fund.

#### Visitor Projections and Economic Impact (Estimated)

Local Attendees: 9,000

Regional Visitors: 150

Ontario Visitors: 250

Across Canada Visitors: 0

American/ USA Visitors: 20

International (outside of USA) Visitors: 0

Economic Impact 275 Out of Town Visitors x 2 nights x \$175= \$96,250

#### Recommendation



In support of Sault Ste. Marie's longest-standing winter carnival, the Tourism Sault Ste. Marie Board of Directors passed the following resolution "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$10,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the brand presence and recognition to be hosted February 13 – 21, 2026, and that a report be submitted to City Council for consideration and approval."

### 3. Frozen Toe Winter Fat Bike Race- Red Pine Tours

The Frozen Toe Winter Fat Bike Race is a growing winter recreation event that promotes Sault Ste. Marie as an outdoor destination. First held in 2025, the race received strong interest and positive reviews, with organizers aiming to develop it into a premier annual fat bike event. The Frozen Toe takes place on the second weekend of February and attracts both local riders and visitors seeking a unique winter cycling experience.

The race offers 10 km, 25 km, and 50 km distance options, enabling participants of all skill levels to participate. In 2026, the event will be hosted at the Root River Golf Club, which will offer indoor space for registration, socializing, and post-race social. The event is organized by Red Pine Tours, an experienced local tour operator known for running successful outdoor events.

A key milestone for 2026 is the race's inclusion in the Northern Michigan Fat Bike Series, which will help raise its profile in the U.S. and is expected to boost participation from Michigan. The long-term vision is to grow the event annually, attract more riders from both Ontario and the U.S., and develop it into a financially self-sustaining winter attraction for the community.

Previous Tourism Development Fund Support  
Not Applicable

### Visitor Projections and Economic Impact

Local Attendees: 202

Regional Visitors: 70

Ontario Visitors: 160

Across Canada Visitors: 0

American/ USA Visitors: 80

International (outside of USA) Visitors: 0

Economic Impact: 230 Out of Town Visitors x 2 days x \$175= \$80,500

### Recommendation

In support of developing signature homegrown events, especially throughout the winter season, 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 \$7,500 through the Tourism Development

Fund – Conferences and Special Events Stream to support the 2026 Frozen Toe Fat Bike Race to be hosted February 7, 2026 and that a report be submitted to City Council for consideration and approval.”

4. Dave Kensit Swim Meet – Sault Surge Aquatic Club

The Dave Kensit Memorial Championship is an annual regional swim meet held in Sault Ste. Marie at the John Rhodes Community Centre pool honouring the legacy of Dave Kensit, a long-time local leader in youth swimming. The event is scheduled for February 6-8, 2026 and is sanctioned by Swimming Canada and Swim Ontario. The meet serves as the short-course age-group championship for the Northeastern Ontario Region (NEOR).

This three-day competition brings more than 250 swimmers, along with their families and coaches, from communities across NEOR. Athletes compete in a full range of individual and relay events, organized by age groups. Entry into the meet requires swimmers to meet qualifying time standards, ensuring a high level of competition. The meet awards both individual and team points, which contribute to the overall club standings.

Previous Tourism Development Fund Support

2023 North Eastern Ontario Swim Meet \$2,000

2024 Sault Surge International Swim Meet \$2,375

2025 North Eastern Ontario Swim Meet \$2,000

2025 Myrtha Backstroke Swim System Purchase/Improvements \$8,000

Visitor Projections and Economic Impact

Local Attendees: 279

Regional Visitors: 0

Ontario Visitors: 550

Across Canada Visitors: 0

American/ USA Visitors: 6

International (outside of USA) Visitors:0

Economic Impact: 550 Out of Town Visitors x 3 days x \$175= \$291,900

Recommendation

In support of the ongoing efforts to host high-calibre swimming events, support of the investment in the Myrtha Backstroke system, and the desire to host events throughout the winter months, the Tourism Sault Ste. Marie Board of Directors passed the following resolution, “Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$3,500 through the Tourism Development Fund- Conferences and Special Events Stream to support the Dave Kensit Memorial Championship to be hosted February 6th to 8th, 2026, and that a report be submitted to City Council for consideration and approval.”

5. Sault Pedal Pub – Soo Lock Tours Inc.

The Sault Ste. Marie Pedal Pub project proposes to introduce Northern Ontario's first pedal pub, operated in partnership between Northern Superior Brewing Company and Outspoken Brewing Co. The pedal pub capitalizes on a new Ontario regulation (effective July 1, 2025) that allows alcohol consumption on large quadricycles. The concept, approved as a two-year downtown pilot project by Council, aims to create a new tourism product that offers an experiential, social, and active way to explore the downtown core.

The Pedal Pub will follow a specific route and include dedicated 30-minute stops at local partners, Outspoken Brewery, and Northern Superior Brewing Co. The tours, lasting two hours, allow passengers a maximum number of pre-purchased drinks on board. This model is expected to provide a significant local economic boost by driving visitor spending, with similar operations in Toronto generating over \$1,200 per tour in local business spending.

Purchase cost: \$31,000

Upgrades: \$8,000

Repairs: \$15,000

Licensing and Insurance: \$9,000

Operating Costs (wages): \$30,000

Maintenance: \$4,000

Marketing/ Signage: \$7,500

Recommendation

In recognition of the Pedal Pub's addition to the downtown and its first-to-market experience in Northern Ontario, the Tourism Sault Ste. Marie Board of Directors adopted the following resolution "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$50,000 through the Tourism Development Fund – Attractions and Product Development Stream to support the Sault Pedal Pub, and that a report be submitted to City Council for consideration and approval".

6. Sports Event Bid #2025-001

Sports Event Bid 2025-001 is a national championship proposal submitted by Sault Ste. Marie, that would bring together elite Indigenous athletes from across Canada. If successful, the event will feature male and female teams representing every province and territory, offering both high-level athletic competition and a celebration of First Nations, Inuit, and Métis culture.

The championship aims to showcase top Indigenous talent, support player development, and provide opportunities for athletes to be seen by scouts. It also promotes cultural pride and strengthens grassroots sport programs in communities nationwide. The event is sanctioned and rotates to a new host city each year.

Sault Ste. Marie is bidding to host the 2027 edition of the championship. The event would bring approximately 450 athletes to the community for eight nights, along with coaches, families, and support staff, generating significant visitation and community impact.

Previous Tourism Development Fund Support  
Not Applicable

#### Visitor Projections and Economic Impact

Local Attendees: 500

Regional Visitors: 0

Ontario Visitors: 350

Across Canada Visitors: 650

American/ USA Visitors: 0

International (outside of USA) Visitors: 0

Economic Impact: 1,000 Out of Town Visitors x 8 days x \$175= \$1,400,000

#### Recommendation

In support of the priority area of sports tourism and the national exposure and reputational value of hosting an event of this magnitude, the Tourism Sault Ste. Marie Board of Directors passed the following resolution “Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$50,000 through the Tourism Development Fund- Conferences and Special Events Stream to support the Sport Event Bid 2025-001, and that a report be submitted to City Council for consideration and approval.”

#### 7. Conference Bid #2025-002

Conference Bid 2025-002 is a proposal submitted on behalf of a prominent private sector attraction. If successful, the event would be held in the spring of 2027. The event brings together like attractions, suppliers, and industry professionals from across Ontario to discuss trends, challenges, and opportunities within their tourism sector. It provides a platform for networking, knowledge-sharing, and collaboration among participants.

The conference features educational sessions led by expert speakers, an awards program that recognizes industry achievements, and a trade show showcasing the latest products and services from vendors. It is designed to support professional development, foster industry connections, and highlight innovations in the sector.

Hosting Conference Bid 2025-002 in Sault Ste. Marie would attract over 100 key industry delegates to the community, providing economic and tourism benefits, and further position our city as a capable host for conferences.

Previous Tourism Development Fund Support  
Not Applicable

#### Visitor Projections and Economic Impact

Local Attendees: 10

Regional Visitors: 10

Ontario Visitors: 110

Across Canada Visitors: 0

American/ USA Visitors: 20

International (outside of USA) Visitors: 0

Economic Impact 130 Out of Town Visitors x 3 days x \$175 = \$68,250

#### Recommendation

In support of the priority area of Meetings and Conventions and given the synergy with our local attractions and generated room nights, the Tourism Sault Ste. Marie Board of Directors passed the following recommendation “Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommends a contribution of \$15,000 through the Tourism Development Fund – Conferences and Special Events Stream to support Conference Bid 2025-002 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 \$644,353.28 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:

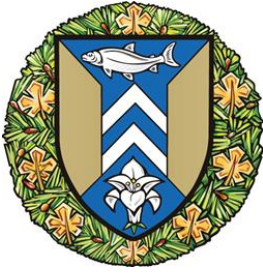
Resolved that the report of the Director of Tourism and Community Development dated December 15, 2025, be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$156,000 as detailed below be approved.

1. Gathering at the Rapids Pow Wow \$20,000;
2. Bon Soo Winter Carnival \$10,000;
3. Frozen Toe Fat Bike Race \$7,500;
4. Dave Kensit Swim Meet \$3,500;
5. Sault Pedal Pub \$50,000;

6. Sport Event Bid #2015-001 \$50,000; and
7. Conference Bid #2025-002 \$15,000.

Respectfully submitted,

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



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Emily Cormier, Sustainability Coordinator  
DEPARTMENT: Community Development and Enterprise Services  
RE: Green and Inclusive Community Buildings Contribution  
Agreement 3932 – John Rhodes Community Centre  
Energy Retrofit and Accessibility Project

---

**Purpose**

The purpose of this report is to seek Council approval to sign the Green and Inclusive Community Buildings (GIBC) contribution agreement.

**Background**

The City is enhancing the John Rhodes Community Centre (JRCC) by conducting energy retrofits and accessibility seating. An application to the Federal GIBC fund to assist with the project's costs was submitted and the City was notified on March 19, 2025 that it was successful in the application was successful.

**Analysis**

The Green and Inclusive Community Buildings (GICB) Program is a national merit-based program that seeks to improve the accessibility and condition of community buildings in Canadian communities. The program advances the Government's climate priorities by improving energy efficiency, reducing GHG emissions, and enhancing the climate resilience of community buildings.

The JRCC Retrofit and Accessibility Project seeks to modernize the community centre infrastructure, improve energy efficiency, and continue to create an inclusive environment benefiting diverse community members, including families, seniors, and individuals with disabilities.

The funding is for \$1,000,000 which includes \$800,000 for a heat recovery unit, \$32,000 for a barrier free seating platform and \$168,000 for exterior lighting for Queen E Field B.

**Financial Implications**

A 2026 capital budget request has been made for \$122,000 for the Exterior LED lighting upgrade in Queen E Field B. The full grant monies of \$1,000,000 funding will only be distributed in full if the project meets its GHG emissions target of 203 tonnes of carbon dioxide equivalent (tCO<sub>2</sub>e), which requires all three project

elements to be implemented. All other monies that were leveraged for this project from 2024 and 2025 capital are already confirmed.

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

Upgrades of existing infrastructure are included in the infrastructure focus area of the Corporate Strategic Plan, as is the value of Environment, to “Seek opportunities to implement sustainable solutions.” LED lights offer longevity and efficiency, resulting in significant energy savings and improved lighting quality, making the center more welcoming for visitors. The future solar panel installation upgrade ensures structural integrity while reducing reliance on non-renewable energy sources, ultimately decreasing greenhouse gas emissions and aligning with the City’s net-zero climate goals.

Further, the project addresses focus area 4 of the Corporate Strategic Plan – service delivery to eliminate barriers and enhance accessibility. Installing accessible bleachers ensures that individuals with mobility challenges can participate in and enjoy events.

**Recommendation**

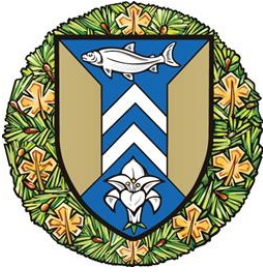
It is therefore recommended that Council take the following action:

The relevant By-law 2025-173 is listed under item 12 of the Agenda will be read with all by-laws under that item.

Respectfully submitted,

Emily Cormier  
Sustainability Coordinator  
705.989.8748  
[e.cormier2@cityssm.on.ca](mailto:e.cormier2@cityssm.on.ca)





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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Peter Johnson, Fire Chief  
DEPARTMENT: Fire Services  
RE: Donation – Tenaris Algoma Tubes

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**Purpose**

The purpose of this report is to inform Council of a donation from Tenaris Algoma Tubes in the amount of \$10,000 to support two important community-oriented programs Fire Services Smoke Alarm and Carbon Monoxide Alarm programs and defibrillation pads for front-line staff to use during CPR.

**Background**

In August 2025, representatives from Tenaris Algoma Tubes attended #1 Fire Station to meet members of Fire Services who had attended an alarm at their location. During the visit, President Martin Castro presented a donation to Fire Services.

**Analysis**

Tenaris Algoma Tubes has demonstrated a strong commitment to the community. Through ongoing philanthropic efforts, Tenaris has made significant contributions to local healthcare, education, and other community initiatives, and is now expanding its support to include Fire Services.

Tenaris's ongoing commitment reflects its belief in shared growth and its dedication to making a meaningful impact on life-saving equipment and measures for the community.

Fire Services extends its sincere gratitude to Tenaris Algoma Tubes for their donation. This contribution will support the purchase of smoke and carbon monoxide alarms to be provided to the community, as well as defibrillation pads and equipment for front-line responses.

**Financial Implications**

The amount of \$10,000 has been received and will be utilized to support the specific programs stated in this report.

Donation – Tenaris Algoma Tubes

December 15, 2025

Page 2.

Staff is seeking approval to move any unused funds into the reserve and provide staff with the authorization to move funds from the reserve for the specified donation-related expense in subsequent years.

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

Service Delivery – the donation will provide continued financial support to purchase life saving equipment resulting in effective and efficient service to the community.

**Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Fire Chief dated December 15, 2025 concerning the donation of \$10,000 from Tenaris Algoma Tubes be received and that Council approve moving any unused funds into the reserve and provide staff with the authority to move funds from the reserve for donation-related expenses in subsequent years.

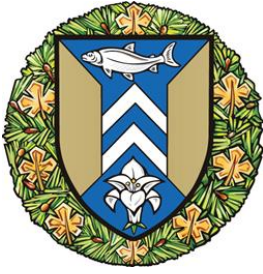
Respectfully submitted,

Peter Johnson

Fire Chief

705.949.3333

[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jeffrey King, City Solicitor  
DEPARTMENT: Legal Department  
RE: Repeal By-Law 2023-98 Fire Prevention Officers

---

**Purpose**

The purpose of this report is to provide Council with information regarding the appointment of Fire Prevention Officers and recommend that Council repeal By-law 2023-98.

**Background**

On June 19, 2023 City Council passed By-Law 2023-98 appointing Paul Antonello, Dave Kochanowski, Gary Schryer and Craig Genys as Fire Prevention Officers (FPOs) for the purpose of enforcing various municipal by-laws, such as parking in fire access routes.

In conjunction with updates to the City's By-law for Fire Services, being By-law 2020-211 as amended by By-law 2024-148, FPOs may enforce parking in fire access routes as well as other by-laws as part of their duties as members of a fire prevention team pursuant to section 11 of the *Fire Protection and Prevention Act*.

FPOs as Assistants to the Fire Marshal per section 11 also enforce the *Fire Protection and Prevention Act* and its regulations (e.g. the Ontario Fire Code). To eliminate administrative updates as new FPOs are hired, it is recommended that By-law 2023-98 be repealed.

**Analysis**

Not applicable.

**Financial Implications**

Not applicable.

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

This change aligns with Focus Area 4 of the strategic plan as it is an efficiency in the appointment procedures of FPOs.

**Recommendation**

It is therefore recommended that Council take the following action:

Repeal By-Law 2023-98 Fire Prevention Officer

December 15, 2025

Page 2.

The relevant By-law 2025-164 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

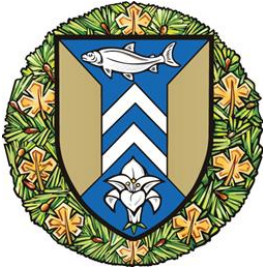
Respectfully submitted,

Jeffrey King

City Solicitor

705.759.2662

[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jeffrey King, City Solicitor  
DEPARTMENT: Legal Department  
RE: Deeming By-Law – Plummer and Smith Subdivision, Plan  
327, 302 and 308 Queen Street East (Pharmlaw  
Investments Inc. Joseph R. Greco)

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**Purpose**

The purpose of this report is to bring to Council a request received from Joseph Greco, the solicitor for the owners and President of Pharmlaw Investments Inc. of LT 19-20 PL 327 ST. MARY'S; SAULT STE. MARIE and LT 18 PL 327 ST MARY'S; SAULT STE. MARIE (302 and 308 Queen Street East).

**Background**

Joseph Greco, solicitor for the owners and President of Pharmlaw Investments Inc of LT 19-20 PL 327 ST. MARY'S; SAULT STE. MARIE and LT 18 PL 327 ST MARY'S; SAULT STE. MARIE (civics 302 and 308 Queen Street East) have requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for this property. The effect of the deeming by-law, once it is registered on title, would result in this property being treated as one block of land and it could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

**Analysis**

The request has been circulated to the Director of Planning and Enterprise Services, the Manager of Building and By-law Enforcement, the Manager of Design and Transportation Engineering, the Intern – Municipal Services Engineer and the Secretary Treasurer, Committee of Adjustment, none of whom have an objection to the request that a deeming by-law be passed in respect of these properties.

**Financial Implications**

Approval of this report will not impact municipal finances.

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

Not applicable.

Deeming By-law – Plummer and Smith Subdivision, Plan 327, 302 and 308  
Queen Street East (Pharmlaw Investments Inc.)  
December 15, 2025  
Page 2.

**Recommendation**

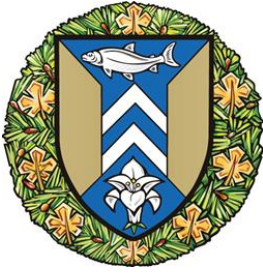
It is therefore recommended that Council take the following action:

The relevant By-law 2025-169 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](mailto:j.king3@cityssm.on.ca)

[https://ssm.escribemeetings.com/Reports/Deeming By-Law - Plummer and Smith Subdivision Plan 327, 302 and 308 Queen Street East \(Pharmlaw Investments Inc.\).docx](https://ssm.escribemeetings.com/Reports/Deeming By-Law - Plummer and Smith Subdivision Plan 327, 302 and 308 Queen Street East (Pharmlaw Investments Inc.).docx)



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jeffrey King, City Solicitor  
DEPARTMENT: Legal Department  
RE: End-shareholder Form for PUC Banking

---

**Purpose**

The purpose of this report is to pass a resolution authorizing the Mayor to sign the attached form as the end-shareholder of PUC Inc.

**Attachment**

Attached as Schedule "A" is the CIBC Business Account Application and Agreement form.

**Background**

Upon consolidation of an account acquired by PUC Inc. from a past acquisition, CIBC made a request to update its records with information from the end-shareholder.

**Analysis**

To facilitate the consolidation of the current and future accounts, the attached form, CIBC's Business Account Application and Agreement (Certificate regarding Information about a Corporate Owner of the Business, dated October 31, 2025, must be signed by a representative of the end-shareholder of PUC Inc. The City is the end-shareholder of PUC Inc.

CIBC has ensured staff that once the form is on file, CIBC and PUC Inc. will be able to operationally and make account updates without returning to the end-shareholder. This aligns with matters not requiring approval by the shareholder per the shareholder agreement between PUC Inc. and the City (By-law 2000-185).

**Financial Implications**

There are no financial implications.

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

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

**Recommendation**

It is therefore recommended that Council take the following action:

End-shareholder form for PUC Banking

December 15, 2025

Page 2.

Resolved that the report of the City Solicitor dated December 15, 2025 be received and that the Mayor be authorized to sign CIBC's Business Account Application and Agreement (Certificate regarding Information about a Corporate Owner of the Business) dated October 31, 2025.

Respectfully submitted,

Jeffrey King

City Solicitor

705.705.2662

[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



**Business Account Application and Agreement**  
**Certificate regarding Information about a Corporate Owner of the Business**

<b>Branch and Client Information</b>		Transit	Date (Month day, year)	
Branch Location (Address)		00192	October 31, 2025	
530 Queen St. East		City	Province	Postal Code
		Sault Ste. Marie	ON	P6A 2A1
Business Legal Name of Client (referred to in this Certificate as the "Business")				
PUC Inc.				
Legal Name of Corporate Owner (referred to in this Certificate as the "Corporate Owner")				
The Corporation of the City of Sault Ste. Marie				
Corporation Number	Name of Incorporating Jurisdiction (e.g. New Brunswick)		Percentage of Equity Ownership	
n/a	n/a		100%	
Head Office Address	City	Province	Postal Code	
99 Foster Drive	Sault Ste. Marie	ON	P6A 5X6	

**1. About the Owner(s) of the Corporate Owner.** For the purpose of this Certificate and the related Business Account Application and Agreement of the Business, an owner of the Corporate Owner is anyone who owns 25% or more of the equity of the Corporate owner (referred to in this certificate as "Owner").

**Individual Owner 1**

First Name	Last Name	Occupation	
Date of Birth (Month day, year)	Owned Business Since (Month day, year)	Percentage of Equity Ownership	Home Telephone Number
Home Address	City	Province	Postal Code

**Individual Owner 2**

First Name	Last Name	Occupation	
Date of Birth (Month day, year)	Owned Business Since (Month day, year)	Percentage of Equity Ownership	Home Telephone Number
Home Address	City	Province	Postal Code

**Individual Owner 3**

First Name	Last Name	Occupation	
Date of Birth (Month day, year)	Owned Business Since (Month day, year)	Percentage of Equity Ownership	Home Telephone Number
Home Address	City	Province	Postal Code

**Information about the corporation that is an owner of the Corporate Owner**

Name of Corporation	Percentage of Equity Ownership
Name of Corporation	Percentage of Equity Ownership
Name of Corporation	Percentage of Equity Ownership

Business Account Application and Agreement Certificate regarding Information about a Corporate Owner of the Business

2. Certificate Regarding Ownership of the Corporate Owner

Each of the undersigned certifies to, and agrees with, CIBC as follows:

- i) the undersigned is a registered and beneficial owner of 25% or more of the equity securities of the Corporation;
- ii) the individual(s) and corporation(s) identified in Section 1 above and any attached Schedules constitute all of the registered and beneficial owners of 25% or more of the equity securities of the Corporate Owner; and
- iii) all the information contained in, and otherwise provided in connection with, this Certificate and the Business Account Application and Agreement between the Business and CIBC is true, accurate and complete in all respects and the undersigned will promptly notify CIBC if any of this information changes or becomes inaccurate or incomplete in any respect.

Privacy

By signing this form, each of the undersigned agrees to CIBC collecting, using, and disclosing the undersigned's personal information to administer the Corporation's account(s) and as otherwise described in CIBC's privacy policy or in the Business Account Application and Agreement. CIBC may share this information with third parties who may be outside of the undersigned's province or Canada.

For more information, please review our privacy policy, available at any banking centre or online at [www.cibc.com/privacy](http://www.cibc.com/privacy), which tells you more about your privacy rights and choices.

Signature of Individual Owner(s) identified in section 1:

Title		
Date(Month day, year)	FirstName/Last Name	X <div>Signature of Individual Owner 1 (sign within box)</div>

Title		
Date(Month day, year)	FirstName/Last Name	X <div>Signature of Individual Owner 2 (sign within box)</div>

Title		
Date(Month day, year)	FirstName/Last Name	X <div>Signature of Individual Owner 3 (sign within box)</div>

Signature of Authorized Signing Authority of the Corporation identified in section 1:

Title		
Date(Month day, year)	FirstName/Last Name	X <div>Signature of Authorized Signing Authority(sign within box)</div>

Title		
Date(Month day, year)	FirstName/Last Name	X <div>Signature of Authorized Signing Authority(sign within box)</div>

Business Account Application and Agreement Certificate regarding Information about a Corporate Owner of the Business

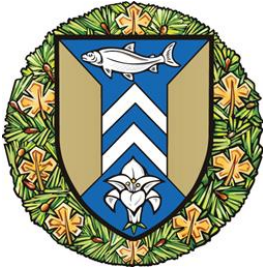
Title

Date(*Month day, year*)

FirstName/Last Name

X

Signature of Authorized Signing Authority(sign within box)



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

**COUNCIL REPORT**

December 15, 2025

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

---

**Purpose**

This report is seeking Council's approval to extend the Quick Access – Video Remote Interpreting pilot for one year.

**Background**

At the February 3, 2025 Council meeting, Council approved entering into an agreement for a Video Remote Interpreting (VRI) pilot for community members who are Deaf.

This system was recommended in the 2022-2025 Multi-Year Accessibility Plan as communications supports Deaf community members to communicate with City employees. The implementation of the program was delayed during COVID -19, as well as delays from Canadian Hearing Services revisions to the program after COVID-19. The planned VRI services were rolled out in Spring of 2024.

The pilot was to take place at City Hall, so implementation would be simple and could be monitored easily by the Accessibility Coordinator.

The planned implementation of the VRI system included a pilot with Canadian Hearing Services (CHS), Lifeskills Literacy Instructor however before this meeting could take place, CHS staff went on strike (April 28, 2025 to July 14, 2025).

After the return to work for CHS, limited staff numbers, as well as a backlog of work, resulted in delayed communication with the Accessibility Coordinator to restart the implementation of VRI with the Lifeskills Literacy Instructor.

VRI has not been used by Deaf community members, due to delays in teaching being rolled out from the Lifeskills Literacy Instructor. The Accessibility Coordinator has scheduled two meetings, however delays have occurred for various reasons and the City is awaiting a confirmed date from CHS staff.

### **Analysis**

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

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

VRI provides on-demand ASL and LSQ for in-person customer interactions and has been available at the Ronald C. Irwin Civic Centre since February 2025.

If the pilot is successful, Accessibility will follow the Procurement Policy for future service provisions.

A contract extension of one year has been drafted and reviewed by the legal department.

### **Financial Implications**

The iPad and stand for VRI has already been purchased at a cost of \$1,835.46.

Subscription for VRI service is \$600 per year, and service usage is billed at \$6/minute ASL/LSQ interpretation, with a minimum billable use of 2 minutes.

Costs for this pilot can be covered by the Barrier Removal Budget.

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

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

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

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

- Dignity
- Independence
- Integration
- Equality of Opportunity

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

**Recommendation**

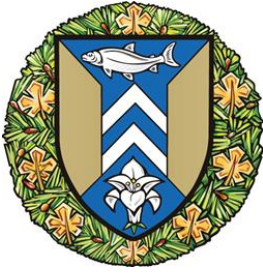
It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated December 15, 2025 be received and that Council approve entering into a one-year extension with Canadian Hearing Services for a pilot of on-demand Video Remote Interpreting.

By-law 2025-172 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Diane Morrell  
Accessibility Coordinator  
705.5417310  
[d.morrell@cityssm.on.ca](mailto:d.morrell@cityssm.on.ca)



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

**COUNCIL REPORT**

December 15, 2025

**TO:** Mayor Matthew Shoemaker and Members of City Council

**AUTHOR:** Diane Morrell, Accessibility Coordinator

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Council Report VRI 12 15 2025.docx

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**PURPOSE**

This report is seeking Council's approval to extend the Quick Access – Video Remote Interpreting pilot for one year.

**BACKGROUND**

At the February 3, 2025 Council meeting, Council approved entering into an agreement for Video Remote Interpreting (VRI) pilot for community members who are Deaf.

This system was recommended in the 2022-2025 Multi-Year Accessibility Plan as communications supports Deaf community members to communicate with City employees. The implementation of the program was delayed during COVID -19, as well as delays from Canadian Hearing Services revisions to the program after COVID-19. The planned VRI services were rolled out in Spring of 2024.

The pilot was to take place at City Hall, so implementation would be simple and could be monitored easily by the Accessibility Coordinator.

The planned implementation of the VRI system included a pilot with Canadian Hearing Services (CHS), Lifeskills Literacy Instructor, however before this meeting could take place, CHS staff went on strike (**April 28, 2025 to July 14, 2025**).

After the return to work for CHS, limited staff numbers as well as a backlog of work, resulted in delayed communication with the Accessibility Coordinator to restart the implementation of VRI with the Lifeskills Literacy Instructor.

VRI has not been used by Deaf community members, due to delays in teaching being rolled out from the Lifeskills Literacy Instructor. The Accessibility Coordinator has scheduled 2 meetings, however delays have occurred for various reasons and the City is awaiting a confirmed date from CHS staff.

## **ANALYSIS**

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

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

VRI provides on-demand ASL and LSQ for in-person customer interactions and has been available at the Ronald C. Irwin Civic Centre since February 2025.

If the pilot is successful, Accessibility will follow the Procurement Policy for future service provisions.

A contract extension of one year has been drafted and reviewed by the legal department.

## **FINANCIAL IMPLICATIONS**

The iPad and stand for VRI has already been purchased at a cost of \$1,835.46.

Subscription for VRI service is \$600 per year, and service usage is billed at \$6/minute ASL/LSQ interpretation, with a minimum billable use of 2 minutes.

Costs for this pilot can be covered by the Barrier Removal Budget.

## **STRATEGIC PLAN / POLICY IMPACT**

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

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

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

- Dignity
- Independence
- Integration
- Equality of Opportunity

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



**RECOMMENDATION**

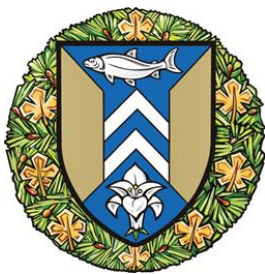
It is therefore recommended that Council take the following action:

Resolved that the report of the Accessibility Coordinator dated December 15, 2025 be received and that Council approve entering into a one-year extension with Canadian Hearing Services for a pilot of on-demand Video Remote Interpreting.

By-law 2025-172 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Diane Morrell  
Accessibility Coordinator  
705.541.7310  
[d.morrell@cityssm.on.ca](mailto:d.morrell@cityssm.on.ca)



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

**COUNCIL REPORT**

December 15, 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 Natural Gas Energy Project

---

**Purpose**

The purpose of this report is to provide information to Council regarding Northern Ontario Capacity's (NOC) proposed natural gas energy project and are requesting project support in the form of a Municipal Support Resolution (MSR).

**Background**

Ontario's Independent Electric System Operator (IESO), is currently seeking new electricity supply and storage capacity to meet Ontario's growing demand and growth and ensure sufficient supply will be available into the 2030s and beyond. This storage capacity (i.e. battery storage, natural gas plant) procurement is known as the Long-Term 2 Capacity Services Request for Proposals (LT2).

NOC is exploring the feasibility of constructing and operating a long-term capacity project (natural gas) located within City of Sault Ste. Marie boundaries to submit into this LT2 window.

**Analysis**

NOC is a Canadian based company that was created to bid into the LT2. NOC is also partnering with Beamish Construction Inc. and Pioneer Construction.

NOC is looking to submit a bid to the IESO LT2 RFP process in December 2025. IESO is expected to announce successful projects in Q2 of 2026. If successful, the natural gas assets are expected to be operational by 2031.

NOC is proposing three projects—Brandes Pit, McQueen, and Snow Dump (this is not a city-owned snow dump). 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.

The project size is expected to be up to 29.7MW, with each location at 9.9MW. Land has been secured for the project through options-to-lease.

Comments from City Planning: Natural Gas generators fall under the use definition of ‘Utilities’ and are permitted in a Heavy Industrial (M3) zone. None of the sites proposed are zoned M3, therefore should NOC be successful, all three sites will require Council’s approval of rezoning and official plan amendment applications. At that time, Planning staff will work with them on determining complete *Planning Act* application requirements. If Council chooses to provide Municipal Support Resolutions, it should be noted that this in no way binds staff to recommending in favour of *Planning Act* approvals, nor does it bind Council to approving any forthcoming applications.

Below is a brief discussion of the 3 proposed sites:

*‘Brandes’ – East side of Great Northern Road, approximately 210m north of it’s intersection with Shultz Side Road*

The majority of the property is zoned Rural Aggregate Extraction Zone (REX), with smaller portions of the property also zoned Rural Area (RA) and Environmental Management (EM) along the Root River, which traverses a portion of the subject property, as well as the abutting parcel to the south. The property is subject to the regulations of the Sault Ste. Marie Region Conservation Authority. Hydro One’s preferred route for the North Shore Link transmission line is proposed to run along the subject property’s Great Northern Road frontage. The site is vacant and remains vegetated.

*‘McQueen’ – 224 Fifth Line East – Northeast Corner of Fifth Line and Old Goulais Bay Road*

The majority of the subject property is zoned Rural Area Extraction and subject to the regulations of the Sault Ste. Marie Region Conservation Authority. This site is primarily surrounded by operating aggregate pits and accessory uses thereto.

*‘Snowdump’ – East side of Great Northern Road, approximately 120m south of it’s Intersection with Sixth Line*

The majority of the property is zoned Rural Aggregate Extraction (REX), with a small portion of the property zoned Environmental Management (EM), along the Root River. The rear lot line of the subject property is the Root River, and the applicant’s preliminary conceptual map shows the facility to be in relatively close proximity to the Root River. Hydro One’s preferred route for the North Shore Link transmission line is proposed to run across the subject property. The western portion of the property appears to be utilized as a private snow dump. The remainder of the property, including the area upon which the generator is proposed to be located, is vacant and vegetated.

To date, NOC has only outlined its Community Engagement strategy and would look to start the process only if it is awarded a contract by the IESO.

The project information below assumes a 29.7MW project:

- Investment Size – Estimated at \$75 million.
- Impact on Employment:
  - o Construction Phase (lasting 12-18): There are an estimated 20 construction jobs. Estimated direct + indirect economic impact of \$3 million.
  - o Ongoing Jobs: There are estimated to be 5 ongoing jobs. Estimated direct + indirect economic impact of \$700,000 per annum.
- Municipal Agreement – NOC and the City would enter into a legally binding agreement that would outline community benefit payments to the City starting at the project's commercial operation date (COD), likely in 2029 or 2030, and ongoing annually for 20 years or as defined by IESO.
  - o Annual payment of \$5,000 per MW, which is estimated to be \$148,500.
- Community-Based Fund – Starting at the Project's COD, an annual fund of \$25,000 that community-based organizations can apply to and receive funding.
- Increase in Property Taxes – Positive impact to property tax will be estimated once MPAC provides guidance on new assessed property value.
- Property Owner - Will benefit from lease payments.
- To demonstrate community support, NOC has a desire to provide funding of \$10,000 for the Community-Based Fund during Project construction up to COD.

### **Financial Implications**

As outlined above, the total estimated annual financial benefit to the City starting at COD, could be up to \$148,500.

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

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

Climate Impact: The proposed embedded natural gas generation projects will result in increased greenhouse gas emissions (GHG) into the community. The proponent has provided a preliminary estimate of under 9,000 tonnes of carbon dioxide equivalent (CO<sub>2</sub>e) over the lifespan of each facility, and these values will impact greater community GHG emissions. Natural gas is a fossil fuel, and while the facilities are expected to support local grid reliability, they would contribute to the City's overall emissions at a time when community-wide GHG levels have been increasing relative to the baseline.

The proponent has indicated that the facilities are designed to accommodate lower-carbon fuels such as Renewable Natural Gas and hydrogen, as supply

chains evolve. At present, broader availability, cost, and timelines for these fuels remain uncertain, and additional clarity may be required to understand the feasibility of future fuel-switching within the project's operating horizon. Staff have suggested considerations for other energy transition pathway opportunities to the proponent, such as through the Municipal Agreement, for contributions to local energy transition or decarbonization initiatives. This information is provided for Council consideration as part of the broader review of the proposed projects.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Attraction, Economic Development dated December 15, 2025 concerning the proposed natural gas project be received by Council.

If Council would like to support the project, please approve the following Municipal Support Resolutions as outlined below:

#### ***Project 1: North Ontario Capacity Snow Dump Sault Ste. Marie***

Whereas the Proponent is proposing to construct and operate a Long-Term Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals ("LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6599
- Legal name of the Proponent: NOC Snow Dump Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC Snow Dump Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080008

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  - d. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

***Project 2: North Ontario Capacity McQueen Sault Ste. Marie***

Whereas the Proponent is proposing to construct and operate a Long-Term Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals ("LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6596
- Legal name of the Proponent: NOC McQueen Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC McQueen Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080068

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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 Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  - d. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

***Project 3: North Ontario Capacity Brandes Pit Sault Ste. Marie***

Whereas the Proponent is proposing to construct and operate a Long-Term Capacity Services Project located on Municipal Project Lands, as defined and with the characteristics outlined in the table below, under the Long-Term 2 Capacity Services (Window 1) Request for Proposals (“LT2(c-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(c-1) RFP; and

Whereas the Proponent has delivered, no later than sixty (60) days prior to the Proposal Submission Deadline, 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 Capacity Services Project (if available): LT2c1-6591
- Legal name of the Proponent: NOC Brandes Pit Sault Ste. Marie Limited Partnership
- Name of the Long-Term Capacity Services Project: NOC Brandes Pit Sault Ste. Marie
- Technology of the Long-Term Capacity Services Project: Natural gas
- Maximum potential Contract Capacity of the Long-Term Capacity Services Project (in MW): 9.45MW
- Property Identification Number (PIN), or if PIN is not available, municipal address or legal description of the Municipal Project Lands: 315080089

Whereas pursuant to the LT2(c-1) RFP, if the Long-Term Capacity Services 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:

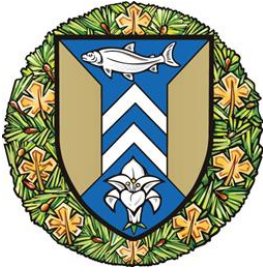
1. The council of the City of Sault Ste. Marie supports the submission of a Proposal for the Long-Term Capacity Services Project located on the Municipal Project Lands.
2. This resolution's sole purpose is to satisfy the mandatory requirements of Section 4.2(c)(iii) of the LT2(c-1) RFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Capacity Services 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 Capacity Services 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 AIA Component One Requirement to the satisfaction of the Local Municipality; and
  - d. If the Proponent is selected as a Selected Proponent under the LT2(c-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 the AIA Components Two and Three Requirement.

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**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Peter Johnson, Fire Chief  
DEPARTMENT: Fire Services  
RE: Fire Master Plan Update

---

**Purpose**

The purpose of this report is to obtain approval of the Fire Master Plan Update (FMPU).

**Background**

A report from the Fire Chief dated March 19, 2018 first introduced the Fire Master Plan (FMP) to Council. This plan contained a strategic framework to support the sustainability of Fire Services and identified recommendations to enhance the delivery of protective services to the community. Dillon Consulting completed the FMP.

On May 12, 2025 a report from the Fire Chief presented the Community Risk Assessment (CRA). The CRA is an in-depth analysis of a community's fire-related risks. The identified risks and key findings contained in the CRA have been utilized to inform the FMPU to assist Council in developing community risk reduction strategies.

**Analysis**

Tayport Limited conducted an analysis of existing fire protection services. This was an objective analysis of local needs and circumstances as defined in the *Fire Protection and Prevention Act* (FPPA) to support decision-making regarding community fire protection and prevention programs.

Since the 2018 FMP, the consultant, with supported data, identified changes post the initial FMP. These changes have led to varying differences in community needs, demands for services, local circumstances, and fire-related risks.

The FMPU identifies objectives, strategies, and actions that will position Sault Ste. Marie Fire Services to meet the community's needs. Contained in the plan, these strategies will be outlined as recommendations.

The Fire Chief, in consultation with the CAO, will prioritize the recommendations based on needs and circumstances. To implement the recommendations, the Fire

Chief will follow up with individual reports outlining the purpose, background, and financial implications to Council for approval.

**Strategic Priorities** The analyses in the FMP have three strategic priorities to assist Council with defining the service levels for the delivery of fire services to the community, these include:

- i. The use of a Community Risk Assessment in determining the level of existing fire safety risks within the City as the basis for developing clear goals and objectives for all fire and emergency services to be provided by Sault Ste. Marie Fire Services (approved May 12, 2025);
- ii. The optimization of the first two lines of defence, including public education and fire prevention, and the use of fire safety standards and fire code enforcement to provide a comprehensive fire protection program within the City based on the results of the Community Risk Assessment; and
- iii. Emphasis on strategies, such as continuous improvement, that support the sustainability of fire and emergency services that provide the most effective and efficient level of fire protection services, resulting in the best value for the community.

To summarize, the Community Risk Assessment identifies the risk; the Fire Master Plan identifies the strategies to mitigate the associated risks.

### **Financial Implications**

There are no immediate financial implications. The Fire Chief will report further on the implementation of the recommendations contained in the Fire Master Plan in accordance with the financial resources available through the annual budget process.

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

The information and strategies contained in the FMP support the Corporate Strategic Plan in the area of Customer Service. This strategic document will ensure a sustainable, cost-effective, and efficient model of fire protection services for the City of Sault Ste. Marie.

### **Recommendation**

It is therefore recommended that Council take the following action:

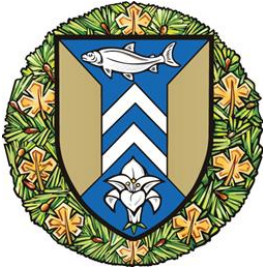
Resolved that the report of the Fire Chief dated December 15, 2025, concerning the Fire Master Plan Update be received and that:

- 1) The Fire Master Plan Update be approved as the strategic framework for the delivery of fire protection services within the City of Sault Ste. Marie; and
- 2) Council directs the Fire Chief to report further on implementing the strategies and recommendations contained in the Fire Master Plan on an ongoing basis and through the annual budget process.

Fire Master Plan Update  
December 15, 2025  
Page 3.

Respectfully submitted,

Peter Johnson  
Fire Chief  
705.949.3333  
[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)



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

**C O U N C I L   R E P O R T**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Salvatore Marchese, Junior Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: Request for Deferral: A-10-25-Z – 140 Black Road

---

**PURPOSE**

The purpose of this report is to rezone 140 Black Road to facilitate the creation of a cardlock gas station on the subject property.

**PROPOSED CHANGE**

Rezone the subject property from 'Medium Industrial Zone' (M2) to 'Medium Industrial Zone with a Special Exception' (M2.S) to include, in addition to those uses permitted in an M2 Zone:

1. A cardlock fuel pump facility

**Subject Property:**

- Location: located on the southeast corner of the Black Road and McNabb Street intersection
- Approximate Size: rectangular-shaped lot, with approximately 87 metres (285 ft.) of frontage along McNabb Street and a depth of 104 metres (341ft.) for a total area of .89 hectares (2.2 acres).
- Present Use: Vacant
- Owner: Suncor Energy

**ANALYSIS**

During the internal consultation process, the Engineering Department and the applicant had proposed that the property have an exit through the adjacent property at 815 McNabb Street due to proximity to the Black Road and McNabb Street intersection. This would create the need for permission to ensure that this exit would be maintained in the future to ensure the functionality of 140 Black Road.

A further analysis revealed that the two properties, 815 McNabb Street and 140 Black Road, were under common ownership and had therefore merged under the *Planning Act*. The two properties were under different divisions of Suncor Energy but were later determined to be owned by the same parent organization.

The formal public notice only referenced 140 Black Road. With the additional information regarding the merging of the properties, the notice should include both sites.

To ensure the requirements of public notice for this property are properly satisfied, it is recommended to defer this application to allow for public notice to be given for the combined property.

**FINANCIAL IMPLICATIONS**

Deferral of this application does not impact municipal finances.

**STRATEGIC PLAN / POLICY IMPACT**

Deferral of this application is not linked to any policies contained within the Corporate Strategic Plan.

There are no significant climate impacts anticipated from the deferral of this application.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated December 15, 2025 concerning rezoning application A-10-25-Z be received and that Council postpone this application to January 12, 2026.

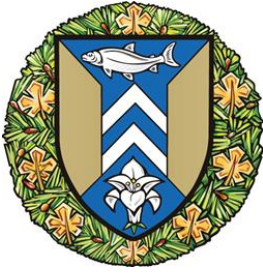
Respectfully submitted,

Salvatore Marchese

Junior Planner

705.759.5445

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



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

**COUNCIL REPORT**

December 15, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Nicholas Cicchini  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-11-25-Z – 304 Industrial Park Crescent

---

**PURPOSE**

The purpose of this report is to rezone the subject property (currently being addressed as “proposed lot addition to 304 Industrial Park Crescent”). The purpose of the amendment is to permit light to medium industrial uses, consistent with the Medium Industrial (M2) Zone.

A portion of the subject property, having 6.1m of frontage and a depth of 9.25m along the south parcel boundary (depicted as “Part 2” on the attached land survey), is intended to be used for the expansion of the existing parking area on 304 Industrial Park Crescent. The proposed parking area will be used for the storage of fleet vehicles. There are no other development proposals for the lands at this time.

**PROPOSED CHANGE**

The applicant is seeking Council approval to rezone the subject property from Parks and Recreation (PR) Zone to Medium Industrial (M2) Zone.

**Subject Property:**

- Location: the subject property is located on the east side of Industrial Park Crescent, south of Third Line East, and east of the Industrial Court A and Industrial Park Crescent intersection.
- Approximate Size: the subject property has approximately 24.4m of frontage along Industrial Park Crescent, a depth of 60.1m, and an area of 1466.4m<sup>2</sup> (0.15 Ha).
- Present Use: vacant land
- Owner: 1584836 Ontario Inc.

**BACKGROUND**

The subject property was formerly part of a municipal property (330 Industrial Park Crescent). The applicant approached the City of Sault Ste. Marie in February 2023 to obtain a small portion of this lot for the expansion of their business on the abutting lot to the south (304 Industrial Park Crescent – First General Services). The subject property was purchased from the City August 2025. The condition of

sale requires the applicant to rezone the subject property from PR Zone to M2 Zone, and that the subject property be consolidated with 304 Industrial Park Crescent.

There are no prior *Planning Act* applications regarding the subject property.

## **ANALYSIS**

### **Conformity with Official Plan**

The subject property is designated as Industrial in Schedule C (Land Use) of the Official Plan. Industrial land uses include businesses engaged in logging and forestry, manufacturing, construction, transportation and storage, communication, other utility, and wholesale trade industries. The proposed zoning is Medium Industrial Zone (M2) and therefore conforms to the OP's land use policies.

The Official Plan requires that development adjacent to watercourses and hazard lands be designed to protect natural heritage features, maintain ecological functions, and avoid flooding or erosion hazards. The subject property is located adjacent to a tributary of the Fort Creek system, and therefore, the OP requires that development in such areas ensure water quality protection and maintain natural drainage patterns. As part of the rezoning, City staff will require a grading and drainage plan with a stormwater brief, with special regard to the direction of water flow, flow rate changes, sediment and vehicular-based contaminant control, and downstream impacts.

The above-noted requirements will ensure that post-development flows do not exceed existing conditions and that runoff does not convey sediment or vehicular-based contaminants toward the creek. With these measures in place the proposal conforms to the Official Plan's natural hazard, natural heritage, and watercourse protection policies.

Therefore, the proposed application is consistent with the City of Sault Ste. Marie's Official Plan.

### **Conformity with Provincial Planning Statement 2024**

The Provincial Planning Statement 2024 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council's decision must be consistent with the policies contained in the PPS. The proposed amendment has been reviewed against these policies and is consistent as follows:

The PPS requires that development adjacent to natural hazards and watercourses be undertaken in a manner that ensures public safety, protects water quality, and avoids negative impacts on natural heritage features and hydrologic functions. PPS policies for natural hazards direct that development must not create or contribute to flooding, erosion, or slope instability. Stormwater management



policies require the use of best practices to maintain pre-development drainage patterns and prevent contaminants from entering surface water features.

Staff will require grading and drainage plans, along with a stormwater brief, to implement these PPS policies. This will ensure that drainage is properly managed and that sediment or vehicular-based contaminants are not conveyed toward the adjacent creek. With these measures in place, the application is consistent with the PPS.

**Conformity with Growth Plan for Northern Ontario 2011**

The Growth Plan for Northern Ontario promotes the efficient use of existing employment lands, supports economic diversification, and encourages development that makes use of existing municipal infrastructure. The proposed rezoning enables a nominal expansion of an existing industrial firm. The use is accommodated on serviced land without extending municipal infrastructure and with appropriate measures to protect adjacent natural features, the proposal conforms to the GPNO's policies for sustainable, infrastructure-efficient employment growth.

**COMMENTS**

The municipal lands from which the subject property was originally conveyed form part of a continuous network of City and Conservation Authority-owned land spanning from Ro-Von Court to the Fort Creek Conservation Area. This network of lands primarily function as an environmental buffer protecting creek corridors, fish habitat, and steep slopes from development on surrounding lands. The creek corridors also function as drainage courses. This network is largely zoned as Parks and Recreation (PR), which intentionally limits development. Under current zoning practice, such lands would typically be zoned as Environmental Management Zone (EM), as the EM Zone is specifically intended for creeks, ravines, wetlands, and other natural features and prohibits development to an even greater degree than the PR zone.

The subject property is already under the same ownership as the lot immediately south (304 Industrial Park Crescent), which currently operates as a property restoration firm. The two lots are in the process of being merged into one single lot. The applicant has indicated short-term plans to use just a small portion of the subject property as gravel parking for fleet vehicles. At this time, no additional development on the subject property is proposed.

Prior to land disposition, City and Conservation Authority Staff conducted a site visit on the property to assess existing ground conditions. It was determined that the topography of the site was generally flatter than what was suggested by the available topographic mapping. This demonstrated that with some engineering and land use controls, the site is developable.

The applicant has obtained a permit from the Conservation Authority confirming that the proposed use is permissible within the regulated area. It should be noted that this approval relates specifically to natural hazards. It does not address municipal drainage considerations, such as downstream impacts that can affect private properties along the tributary network. Engineering, therefore, requires that any development or site alteration, inclusive of the proposed parking, be required to submit a grading and drainage plan and stormwater management brief.

Planning staff support this application and recommend that a Special Exception be added to require that any development or site alteration be subject to a drainage, and grading plan with a stormwater brief, prepared by a Qualified Professional, to the satisfaction of the Director of Engineering or their designate. Furthermore, any future development or site alterations will require an updated stormwater brief to re-evaluate drainage impacts and incorporate any engineering measures deemed necessary.

These measures are required to ensure that runoff from the site does not convey sediment or vehicular-based contaminants toward the adjacent creek and to ensure that post-development drainage flows do not exceed existing flow rates, thereby reducing downstream erosion and municipal liability risks.

The proposed gravel parking lot expansion does not trigger Site Plan Control as it is not considered 'development' as per the Section 41 of the *Planning Act*. Furthermore, a building permit is not required to establish a gravel parking area, although zoning regulations still apply. Therefore, the recommended special exception requiring the lot grading, drainage, and stormwater management briefing forms a zoning performance standard that must be satisfied before development or site alteration can be permitted. When development does occur, such as the construction of a new building or addition to an existing building, site plan control will be used to ensure that the development does not pose any engineering or environmental concerns.

### **CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, November 21, 2025. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City's website on Tuesday, November 18, 2025, and in the Sault Star on Saturday, November 22, 2025.

### **Public Comments**

At the time of drafting this report, Planning Staff has not received public comments regarding this application.

### **Application Circulation**

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. The following departments/agencies commented on this application:

#### *Engineering Division*

Engineering Division understands that Site Plan Control is not triggered by the expansion of the proposed gravel parking lot, therefore the applicant may be required to submit a drainage and grading plan to the satisfaction of the Director of Engineering or their designate. This is to address Engineering concerns on potential drainage flows and stormwater management.

#### *Public Works*

Public Works has noted that any new driveway entrances will require a culvert permit and must be a hard surface from the travelled road section to the property line. At this time no new driveway has been proposed by the applicant.

#### *SSMRCA*

The subject property is under the jurisdiction of the Sault Ste. Marie Region Conservation Authority (SSMRCA) and requires a permit. The applicant submitted a permit application (FC25-10-07) to the SSMRCA on October 7, 2025. The SSMRCA approved the permit for the proposed development on October 22, 2025, and do not have any concerns or objections with this rezoning application.

#### *Building Division*

The Building Division has noted that any future development of the subject property is subject to the *Ontario Building Code* and will require approvals and/or permits from the City's Building Division.

#### *No Comments or Objections*

The following City Divisions and external agencies had no comments or objections on the proposed application: Accessibility Advisory Committee, Community Development and Enterprise Services, PUC Services (Water and Electric), and the Legal Department.

### **FINANCIAL IMPLICATIONS**

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

### **STRATEGIC PLAN / POLICY IMPACT**

Key objectives of the Strategic Plan's Community Development, and Quality of Life focus areas is to support the growth of a diversified economy with a high-level goal to attract new business and ensure a sufficient supply of industrial land. The application provides access to underutilized land that promotes economic activity and the expansion of an existing business. There are no significant climate change impacts anticipated from this application.

## **SUMMARY**

Planning staff support the rezoning application to permit the lot addition to function in accordance with the Medium Industrial Zone (M2). The M2 zone is appropriate given the context of the area, which is described as one of the city's industrial areas.

The immediate plan for the site is to use it to provide parking for fleet vehicles. Staff recommend that a Special Exception be placed on the subject property to require a grading and drainage plan with a stormwater brief. This requirement ensures that any significant modifications to the property do not impact the adjacent creek, drainage channels.

## **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Junior Planner dated December 15, 2025 concerning application A-11-25-Z be received and that Council rezone the subject property from Parks and Recreation (PR) Zone to Medium Industrial (M2.S) Zone with a Special Exception with the following provision:

That prior to any development or site alteration on the subject property, the Owner submits a grading and drainage plan with a stormwater brief, prepared by a qualified professional and approved by the Director of Engineering or their designate.

Be it further resolved that the subject property and 304 Industrial Park Crescent be deemed an area of Site Plan Control.

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

Respectfully submitted,

Nicholas Cicchini  
Junior Planner  
705.759.5375  
[n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca)

**CO-ORDINATE NOTES**  
CO-ORDINATES ARE DERIVED FROM REAL-TIME NETWORK GNSS OBSERVATIONS; UTM ZONE 16 NAD83(CSR83) (2010)  
COORDINATES ARE TO URBAN ACCURACY PER SECTION 14(2) OF REG 216/10.

POINT ID	NORTHING	EASTING
A	5158567.77	705108.87
B	5158449.15	705116.89
C	5158499.64	705205.05

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**BEARING NOTES**  
BEARINGS ARE UTM GRID  
OBSERVATIONS ON OTHER  
BEARING OF 603°32'13"E  
187° WEST LONGITUDE OF

DISTANCES ON THIS PLAN ARE HORIZONTAL GRID DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.00008.

PLAN 1R-14259

Received and deposited

July 22<sup>nd</sup>, 2025

Representative for the  
Land Registrar for the  
Land Titles Division of  
Algonia (No.1)

SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1	PART OF 1	REGISTRAR'S COMPILED PLAN H-744	PART OF 31561-0068	1430.8 sq. ft.
2				55.4 sq. ft.

PLAN OF SURVEY OF  
PART OF LOT 1  
REGISTRAR'S COMPILED PLAN H-744  
GEOGRAPHIC TOWNSHIP OF TARENTORUS  
CITY OF SAULT STE. MARIE  
DISTRICT OF ALGOMA  
MONUMENT-JURSO SURVEYING LTD.



The intended plot size of the plan is 610 mm in width by 457 mm in height when plotted at a scale of 1 xxx

**METRIC**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

## LEGEND

- ☐ DENOTES  
☒ IRON BAR  
 SUB STANDARD IRON BAR  
 SSIB SHORT STANDARD IRON BAR  
 M MEASURED  
 (P.1) PLAN 1R-9652  
 DSU D.S. URSO O.L.S  
 WIT WT WITNESS

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT

THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM

THE SURVEY WAS COMPLETED ON JULY 4th, 2025

July 14th, 2025  
DATE

ONTARIO LAND SURVEYOR

This plan of survey relates to AOLS Plan Submission Form Number V 93228

[illegible]

## Nicholas Cicchini

---

**From:** Jerry Tulloch  
**Sent:** Tuesday, December 2, 2025 11:15 AM  
**To:** Nicholas Cicchini  
**Subject:** Re: Request for Comments: A-11-25-Z - 330 Industrial Park Crescent

Good afternoon,

Further to my previous comment, Engineering understands that site plan control will not be triggered by the expansion of the gravel parking lot, therefore the applicant may be required to submit a drainage and grading plan to the satisfaction of the Director of Engineering or their designate.

Thanks,

**Jerry Tulloch**

Engineering Intern  
Engineering Division

Public Works and Engineering Services  
705.759.5329 [j.tulloch@cityssm.on.ca](mailto:j.tulloch@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



---

**From:** Jerry Tulloch <j.tulloch@cityssm.on.ca>  
**Sent:** Tuesday, November 18, 2025 2:58 PM  
**To:** Nicholas Cicchini <n.cicchini@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Jeffrey King <j.king3@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Nicole Maione <n.maione@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>;

Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; 'nature@ssmrca.ca' <nature@ssmrca.ca>; Seifpour, Zeinab (She/Her) (MMAH) <zeinab.seifpour@ontario.ca>; planninganddevelopment <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com <newdevelopment@rci.rogers.com>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>; Andrew Mallette <a.mallette@cityssm.on.ca>

**Subject:** Re: Request for Comments: A-11-25-Z - 330 Industrial Park Crescent

Good afternoon,

Engineering provides the following comment:

- Stormwater Management may be required. This, along with drainage concerns can be dealt with as part of the Site Plan approval process.

Thanks,

**Jerry Tulloch**

Engineering Intern  
Engineering Division

Public Works and Engineering Services  
705.759.5329 [j.tulloch@cityssm.on.ca](mailto:j.tulloch@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



---

**From:** Nicholas Cicchini <n.cicchini@cityssm.on.ca>

**Sent:** Thursday, November 13, 2025 3:11 PM

**To:** Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Jeffrey King <j.king3@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>;

## Nicholas Cicchini

---

**From:** Dan Perri  
**Sent:** Thursday, November 20, 2025 3:09 PM  
**To:** Nicholas Cicchini  
**Cc:** Amanda Cipriano; Jerry Tulloch  
**Subject:** RE: Request for Comments: A-11-25-Z - 330 Industrial Park Crescent

Hi Nick,

PW has reviewed the above-referenced application and provides the following:

- Any new driveway entrances will require a culvert permit and must be a hard surface from the travelled road section to the property line.

Regards,

**Dan Perri, P.Eng.**  
Director of Public Works  
Public Works and Engineering Services  
705.759.5206 [d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**  
128 Sackville Road, Sault Ste. Marie, ON P6B 4T6  
[saultstemarie.ca](http://saultstemarie.ca)



---

**From:** Nicholas Cicchini <n.cicchini@cityssm.on.ca>  
**Sent:** Thursday, November 13, 2025 3:12 PM  
**To:** Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Jeffrey King <j.king3@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Nicole Maione <n.maione@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; 'nature@ssmrca.ca' <nature@ssmrca.ca>; Seifpour, Zeinab (She/Her) (MMAH) <zeinab.seifpour@ontario.ca>; planninganddevelopment <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; Jerry Tulloch <j.tulloch@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>  
**Subject:** Request for Comments: A-11-25-Z - 330 Industrial Park Crescent

Good afternoon,



## Nicholas Cicchini

---

**From:** Gerard Lavoie <glavoie@ssmrca.ca>  
**Sent:** Monday, November 17, 2025 9:49 AM  
**To:** Nicholas Cicchini  
**Cc:** Maggie McAuley; Dan Perri; Freddie Pozzebon; Francois Couture; Frank Bentrovato; Jeffrey King; Brent Lamming; Nicole Maione; Rick Van Staveren; Naomi Thibault; PUC; Virginia McLeod; zeinab.seifpour@ontario.ca; planninganddevelopment; newdevelopment@rci.rogers.com; Jerry Tulloch; Amanda Cipriano; Orsalina Naccarato; Anjum Amin  
**Subject:** Re: Request for Comments: A-11-25-Z - 330 Industrial Park Crescent

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

Good morning, Nicholas,

Sault Ste Marie Region Conservation Authority (SSMRCA) Comments:

Our team has reviewed the circulation for the subject property. It is located within an area that is regulated regarding: O. Reg. 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c.27.

SSMRCA received a permit application, FC25-10-07, on October 7, 2025, and approved the proposed development described in this rezoning application for the subject property on October 22, 2025.

SSMRCA does not have any concerns or objections with this rezoning application.

If you require further information or clarification, please contact our office,

Kind regards,

**Gerard Lavoie** (he/him)

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



I am privileged to live and work at Baawaating, the hereditary lands of Anishinaabek peoples. I wish to respect and honour the values and traditions of Indigenous Peoples who live in harmony with the natural environment. I wish to acknowledge Obadjiwan (Batchewana First Nation) and Ketegaunseebee (Garden River First Nation) as the original caretakers of these lands.

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**From:** nature <nature@ssmrca.ca>  
**Sent:** November 13, 2025 15:21

## Nicholas Cicchini

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**From:** Frank Bentrovato  
**Sent:** Monday, November 17, 2025 9:57 AM  
**To:** Nicholas Cicchini  
**Subject:** RE: Request for Comments: A-11-25-Z - 330 Industrial Park Cresent

Hello Nicholas,

The only comment that the Building Division has is that our system shows that 304 Industrial Park Cresent has multiple active outstanding building permits. Also, any future development of this property that would fall under the jurisdiction of the Ontario Building Code will require approvals and/or permits from the Building Division.

Sincerely;

**Frank Bentrovato, MAATO, CBCO, BCIN**  
Coordinator Plans Examination  
Public Works & Engineering Services  
705.759.2750 [f.bentrovato@cityssm.on.ca](mailto:f.bentrovato@cityssm.on.ca)

**CITY OF SAULT STE. MARIE**  
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
[saultstemarie.ca](http://saultstemarie.ca)



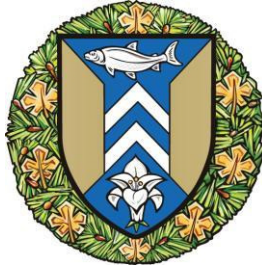
---

**From:** Nicholas Cicchini <n.cicchini@cityssm.on.ca>  
**Sent:** Thursday, November 13, 2025 3:12 PM  
**To:** Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Frank Bentrovato <f.bentrovato@cityssm.on.ca>; Jeffrey King <j.king3@cityssm.on.ca>; Brent Lamming <b.lamming@cityssm.on.ca>; Nicole Maione <n.maione@cityssm.on.ca>; Rick Van Staveren <r.vanstaveren@cityssm.on.ca>; Naomi Thibault <n.thibault@cityssm.on.ca>; eng dept <eng-dept@ssmpuc.com>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Diane Morrell <d.morrell@cityssm.on.ca>; 'nature@ssmrca.ca' <nature@ssmrca.ca>; Seifpour, Zeinab (She/Her) (MMAH) <zeinab.seifpour@ontario.ca>; planninganddevelopment <planninganddevelopment@bell.ca>; newdevelopment@rci.rogers.com; Jerry Tulloch <j.tulloch@cityssm.on.ca>; Amanda Cipriano <a.cipriano@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>  
**Subject:** Request for Comments: A-11-25-Z - 330 Industrial Park Cresent

Good afternoon,

Planning Staff is requesting your comments regarding Planning Act Application (rezoning) A-11-25-Z – 330 Industrial Park Cresent. Please see the attached circulation package.

The Corporation of the  
City of Sault Ste. Marie



LEGAL DEPARTMENT

October 16, 2025

Via Email: [sshoemaker@wishartlaw.com](mailto:sshoemaker@wishartlaw.com)

Steven Shoemaker  
Partner - Wishart Law Firm LLP  
Barristers and Solicitors  
390 Bay Street, Suite 500  
Sault Ste. Marie ON P6A 1X2

Dear Steven:

**RE: PURCHASE A PORTION OF PROPERTY AT 330 INDUSTRIAL PARK  
CRESCENT – YOUR CLIENT: 1584836 ONTARIO INC. O/A FIRST GENERAL SSM**

This matter was completed on August 13, 2025. We are following up with you on the status of the undertaking to re-zone and consolidate the subject property. A copy of the undertaking is attached for your reference. Could you please provide the status of this undertaking?

Yours truly,

A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel

MBS/lv  
Enclosure

c. Lynda McMillan, Legal Assistant [LMcMillan@wishartlaw.com](mailto:LMcMillan@wishartlaw.com)

\\citydata\LegalDept\Legal\Staff\LEGAL\IP - PROPERTY FILES\Property - Industrial Court 330 (PT) Briglio\Letter-Shoemaker-undertaking followup-Oct16'25.docx

## UNDERTAKING

TO: The Corporation of the City of Sault Ste Marie

RE: Purchase of part of 330 Industrial Park Crescent, Sault Ste Marie, ON being part of PIN 31561-0088

THE undersigned hereby undertakes, confirms and agrees as follows:

In consideration of the closing of the within transaction, we undertake to make an application to rezone the subject property to the same use as the abutting property known municipally as 304 Industrial Park Crescent, being PIN 31561-0070 and to provide confirmation of same as soon as possible after closing of the within transaction.

In consideration of the closing of the within transaction, we undertake to make an application to consolidate the subject property with the abutting property known municipally as 304 Industrial Park Crescent, being PIN 31561-0070 and to provide confirmation of same as soon as possible after closing of the within transaction.

DATED at Sault Ste. Marie, Ontario this 8 day of August 2025.

1584836 Ontario Inc.

DocuSigned by:

Rico Briglio

E060EAA0C03A45A

Rico Briglio





**SUBJECT  
PROPERTY**

## Application A-11-25-Z: Aerial Image



### Planning and Enterprise Services

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

-  Subject Property
-  Parcel Fabric

## Property Information

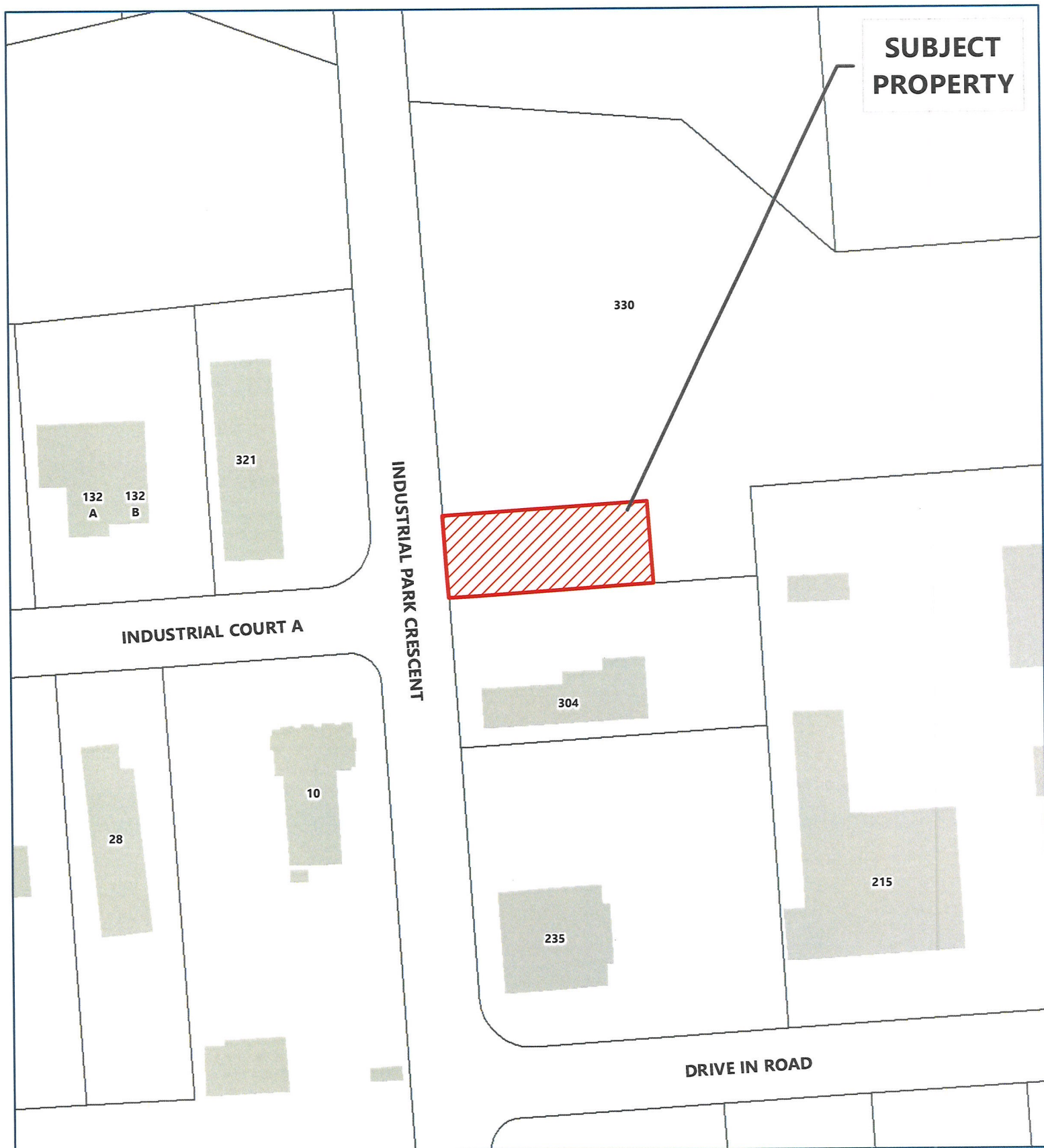
Civic Address: Proposed Lot Addition  
to 304 Industrial Park Crescent  
Roll No.:  
Map No.: 98/1-112  
Date Created: November 19, 2025

0 25 50 m  
1:1,500

This map is for general reference only  
Orthophoto: 2022







## Application A-11-25-Z: Subject Property

## Property Information



**SAULT  
STE. MARIE**

### Planning and Enterprise Services

Community Development and Enterprise  
Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6  
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca



Subject Property



Parcel Fabric



Residential



Commercial/Industrial

Page 184 of 330

Civic Address: Proposed Lot Addition  
to 304 Industrial Park Crescent

Roll No.:

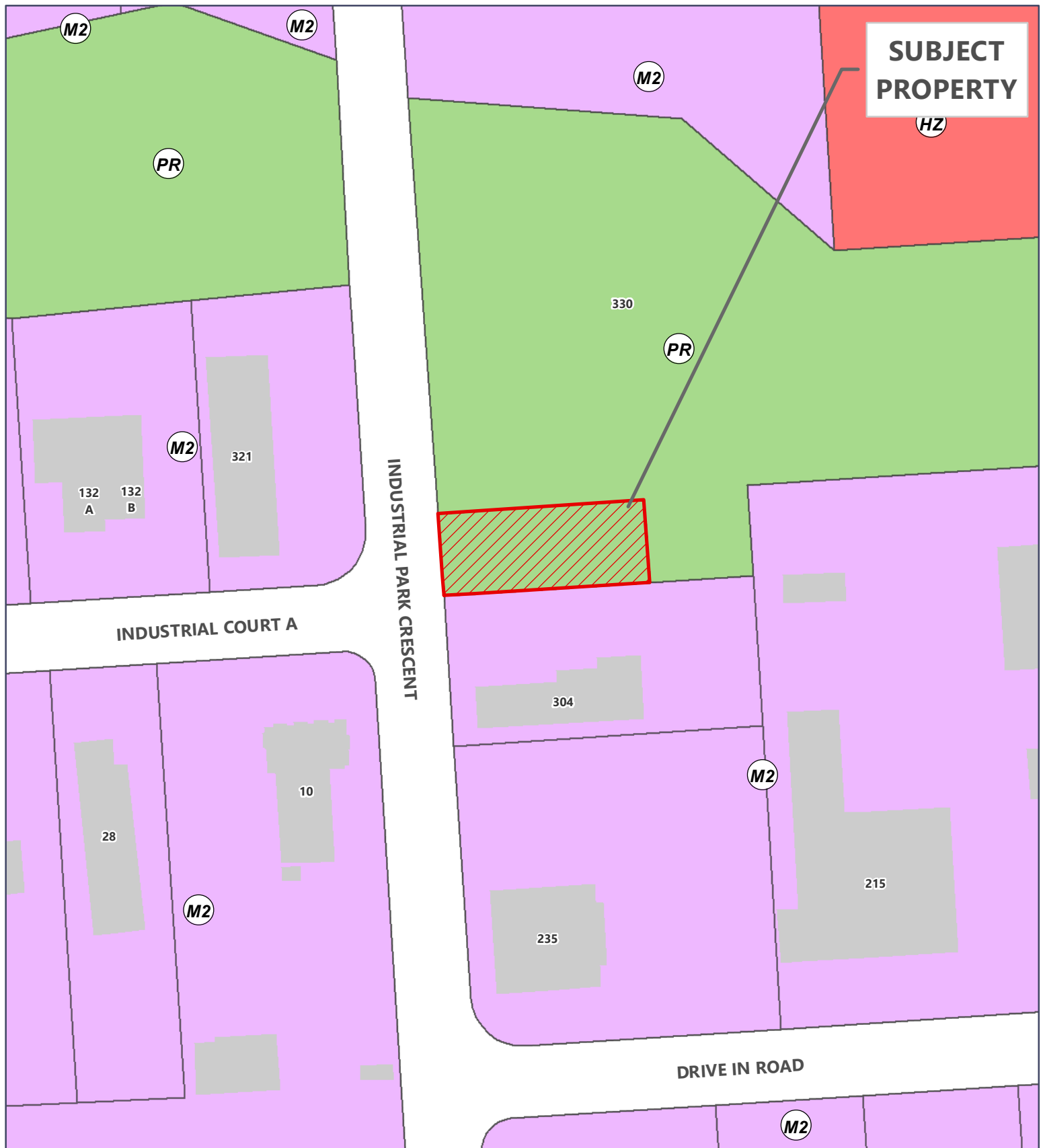
Map No.: 98/1-112

Date Created: November 19, 2025

0 25 50 m 1:1,500

This map is for general reference only.





## Application A-11-25-Z: Existing Zoning

## Property Information



### Planning and Enterprise Services

Community Development and Enterprise  
Services Department

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

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

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

Page 185 of 330

Civic Address: Proposed Lot Addition  
to 304 Industrial Park Crescent  
Roll No.:  
Map No.: 98/1-112  
Date Created: November 19, 2025

0 20 40 m  
1:1,500  
This map is for general reference only.



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

## NOTICE OF APPLICATION & PUBLIC MEETING

### Proposed lot Addition to 304 Industrial Park Crescent

Application No.: A-11-25-Z

Applicant: Rico Briglio (c/o David Toppan)

**Date: December 15, 2025**

**Time: 5:00 PM**

**Location: City of Sault Ste. Marie**

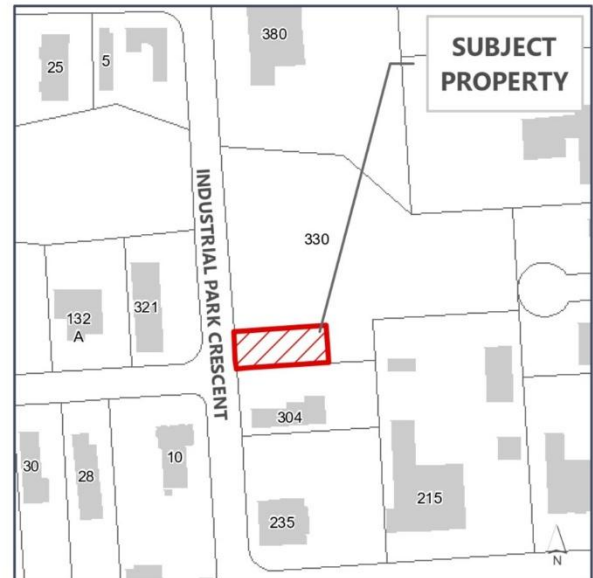
**Civic Centre, Council Chambers**

**99 Foster Drive**

#### PURPOSE

An application has been submitted to rezone the proposed lot addition to 304 Industrial Park Crescent (as seen on the subject property map). The purpose of the amendment is to permit light to medium industrial uses, consistent with the Medium Industrial (M2) Zone.

A portion of the subject property, having 6.1m of frontage and a depth of 9.25m along the south parcel boundary, is intended to be used for the expansion of the existing parking area on 304 Industrial Park Crescent. The proposed parking area will be used for the storage of fleet vehicles. There are no development proposals for the lands at this time.



#### PROPOSED CHANGE

To rezone the subject property (proposed lot addition to 304 Industrial Park Crescent) from Parks and Recreation (PR) Zone to Medium Industrial (M2) Zone.

#### HAVE YOUR SAY

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

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, December 15, 2025, at 5:00 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. Rogers TV will broadcast this meeting and may be viewed on Rogers TV Community Programming Channel, Sootoday.com, and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>.

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

#### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Thursday, December 11, 2025, at 4:30 p.m. as part of City Council's Agenda, and in person on Friday, December 12, 2025 during regular office hours. Please contact Nicholas Cicchini at 705.759.5375 or [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

#### WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, Planning Division 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [n.cicchini@cityssm.on.ca](mailto:n.cicchini@cityssm.on.ca) with your name, address, and application file number on or before Monday, December 15, 2025.

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



**LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL**

**Pursuant to Section 34 of the Planning Act, 1990**

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

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

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

**BEARING NOTES**

BEARINGS ARE UTM GRID, DERIVED FROM REAL-TIME NETWORK. GRID BEARINGS ON GRID, OBSERVED REFERENCE POINTS A AND B HAVING A BEARING OF 300.753 AND ARE REFERRED TO THE CENTRAL MERIDIAN (E) WEST COMPONENT OF UTM ZONE 18N NORTH COORDINATE.

FOR BEARING COMPUTATION, A ROTATION OF 700.45° COUNTER CLOCKWISE WAS APPLIED TO (P1) TO CONVERT TO GRID BEARINGS.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 1.00007.

**CO-ORDINATE NOTES**  
CO-ORDINATES ARE DERIVED FROM REAL-TIME NETWORK GNSS OBSERVATIONS, UTM ZONE 16 NAD83(CRS82)(2010.0)  
COORDINATES ARE TO URBAN ACCURACY PER SECTION 14(2) OF REG 3/16/10

POINT ID	NORTHING	EASTING
A	5158567.77	705108.87
B	5158449.15	705116.89
C	5158499.63	705205.05

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

PLAN 1R-14259  
Received and deposited  
July 22<sup>nd</sup>, 2025  
Carolette Liburd

Representative for the  
Land Registrar for the  
Land Titles Division of  
Algonia (No.1)

SCHEDULE			
PART	LOT	PLAN	PIN AREA
1	PART OF 1	REGISTRAR'S COMPILED PLAN H-744	PART OF 31561-0088 1430.8 sq m
2			

[illegible]

PLAN OF SURVEY OF  
PART OF LOT 1  
REGISTRAR'S COMPILED PLAN H-744  
GEOGRAPHIC TOWNSHIP OF TARENTORUS  
CITY OF SAULT STE. MARIE  
DISTRICT OF ALGOMA  
MONUMENT-URSO SURVEYING LTD.



The intended plot size of the plan is 610 mm in width by 457 mm in height when plotted at a scale of 1 xxx

**METRIC**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

## LEGEND

- LEGEND**

<input type="checkbox"/>	DENOTES	PLANTED SURVEY MONUMENT
<input checked="" type="checkbox"/>	I.B.	FOUND SURVEY MONUMENT
<input type="checkbox"/>	SIB	IRON BAR
<input type="checkbox"/>	SSIB	STANDARD IRON BAR
<input type="checkbox"/>	M	SHORT STANDARD IRON BAR
<input type="checkbox"/>	(P.L.)	MEASURED
<input type="checkbox"/>	DSU	PLAN IR-9652
<input type="checkbox"/>	WT	D.S. OLS, C.L.S
		WITNESS

## SURVEYOR'S CERTIFICATE

THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM  
THE SURVEY WAS COMPLETED ON JULY 14th, 2025.

July 14th, 2025,  
-----  
DATE

BILL WEBB  
ONTARIO LAND SURVEYOR

This plan of survey relates to AOLS plan Submission Form Number V 93228

[illegible]

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

### BY-LAW NO. 2025-162

**FINANCING:** (F1.3) A by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2026.

**WHEREAS** Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

**THEREFORE** the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under the authority of this by-law shall be **Scotiabank** and such other lender(s) as may be determined from time to time by by-law of council.
3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25

percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$10,000,000.00, whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.
5.
  - a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.
  - b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by- law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and previous years or from any other source, that may be lawfully applied for such purpose.
8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.
10. This by-law shall take effect on January 1st, 2026.

**PASSED** in open Council this 15th day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2025-163

**SEWERS:** A by-law to establish the sewer rates and sewage service rates, to require PUC Services Inc. to collect same, to repeal By-laws 2023-185 and 2020-10 and to terminate the Agreement made between the City and the Public Utilities Commission of The Corporation of the City of Sault Ste. Marie dated January 1, 1962.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 11 and Part XII of the *Municipal Act, 2001*, as amended, (the Act) and the Regulations thereunder, **ENACTS** as follows:

### 1. **PUC SERVICES INC. – SEWER RATE OR SEWAGE SERVICE RATE**

On all bills rendered on or after the first day of January 1, 2026, PUC Services Inc. shall collect for The Corporation of Sault Ste. Marie a sewer rate and a sewage service rate and shall pay to the Corporation the amount as billed, subject to adjustments as follows:

A combined rate of 80% of water rates with customer classes billed:

- i) Residential water customers: 71% of water rates charged by the Commission;
- ii) General water customers: 93% of water rates charged by the Commission.

### 2. **MAXIMUM RESIDENTIAL CHARGE PER MONTH**

Despite the provisions of Section 1 of this by-law, the maximum amount collectable by the PUC Services Inc. shall be based on consumption of 90 cubic metres per month.

### 3. **SPECIFIC CHARGE RELATING TO TRAILER PARK UNITS AT 664 FRONTENAC STREET (NORTHLAND TRAILER PARK)**

PUC Services Inc. shall collect for The Corporation of the City of Sault Ste. Marie a sewer rate and a sewage service rate based upon the water rates for service size less than 1 ½ inch at the residential sanitary percentage of 71% per month from each of the trailer park units located at 664 Frontenac Street (Northland Trailer Park) and shall pay to the Corporation the amount as billed, subject to adjustments.

4. **SUCCESSOR ORGANIZATION**

The provisions of this by-law shall apply to any successor organization to PUC Services Inc.

5. **BY-LAWS 2023-185 AND 2020-10**

By-laws 2023-185 and 2020-10 are hereby repealed.

6. **AGREEMENT MADE BETWEEN THE CITY AND THE PUBLIC UTILITIES COMMISSION OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE MADE THE 1<sup>ST</sup> DAY OF JANUARY, 1962**

The Agreement made between the City and The Public Utilities Commission of The Corporation of the City of Sault Ste. Marie made the 1<sup>st</sup> day of January 1962, and appended as Schedule "A" to this By-law is hereby terminated.

7. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2026.

**PASSED** in open Council this 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-163 Sewer and Sewage Service Rates Increase.doc

THIS AGREEMENT made as of the 1st day of January, 1962,

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE,  
hereinafter called "the City"

of the FIRST PART,

- and -

THE PUBLIC UTILITIES COMMISSION OF THE CORPORATION OF  
THE CITY OF SAULT STE. MARIE,  
hereinafter called "the Commission"

of the SECOND PART.

WHEREAS by its By-law No. 2992, passed on the 11th day of December, 1961, pursuant to section 41 of The Ontario Water Resources Commission Act, R.S.O. 1960, chapter 281, and subsection 18 of section 380 of The Municipal Act, R.S.O. 1960, chapter 249, the City required the Commission on and after the 1st day of January, 1962 to collect for the City a sewer rate and a sewage service rate by increasing by one-third the water rates charged by the Commission for the use of water in the City of Sault Ste. Marie; and

WHEREAS the parties hereto have agreed on the terms and conditions of such collection;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant, promise and agree as follows:

1. (a) During the currency of this agreement the Commission shall add to each water bill for every customer within the limits of the City of Sault Ste. Marie a sewage charge at the rate of thirty-three and one-third per cent ( $33 \frac{1}{3}\%$ ) of the gross amount of the charges shown thereon for water supplied or at such other rate as may from time to time be required by City by-law;

(b) prepare and mail such bills at the expense of the Commission;



(c) collect the amount of the said sewage charge in the same manner and with like remedies as water rates; provided, however, that where the Commission receives part payment on account of any water bill, the Commission may credit such part payment first on account of the unpaid charges of the Commission contained therein other than the said sewage charge; and

(d) remit to the City monthly the amount of the said sewage charge collected by the Commission during the last preceding month less any cost incurred by the Commission in the collection thereof by court action under section 27 (4) of The Public Utilities Act or by distress or sale under section 30 of the said Act.

2. During the currency of this Agreement and while the City requires the Commission to collect a sewage charge at the rate of thirty-three and one-third per cent ( $33\frac{1}{3}\%$ ) of the gross amount of water charges, the City shall pay to the Commission as a collection charge three per cent (3%) of each amount of the said sewage charge remitted by the Commission to the City within thirty (30) days of its remittance. Subject to the other provisions of this Agreement, the rate of such collection charge shall remain at three per cent (3%) based on a sewage charge at the rate of thirty-three and one-third per cent ( $33\frac{1}{3}\%$ ) of the gross amount of water charges if the City reduces the rate of the sewage charge, but the rate of the collection charge shall be negotiable if the City increases the rate of the sewage charge.

3. Subject to any amendments that may be made under paragraph 4 of this agreement, this agreement shall continue in force during the period of time in which the said By-law No. 2992 and amendments thereto remain in force.

4. Notwithstanding paragraph 3 of this agreement, on or after the 1st day of January, 1963, either party to this agreement may by giving to the other party at least sixty (60) days' advance notice in writing require the other party to review and renegotiate any of the provisions of this agreement except clause a of paragraph 1. If the parties hereto are unable to agree in any such re-negotiation,

either party may apply to the Ontario Municipal Board under clause k of section 53 (1) of The Ontario Municipal Board Act to hear and determine the dispute and the parties hereto shall be bound by the decision of the Board.


5. In this agreement the expression "sewage charge" includes both a sewer rate and a sewage service rate.

6. This agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and its respective successors and assigns.

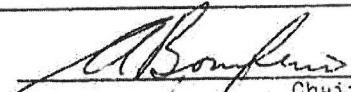
SIGNED, SEALED and DELIVERED

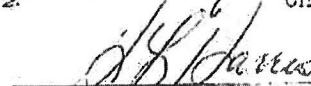
THE CORPORATION OF THE CITY  
OF SAULT STE. MARIE

  
MAYOR

  
CLERK

) THE PUBLIC UTILITIES COMMISSION OF THE  
) CORPORATION OF THE CITY OF SAULT STE.  
) MARIE

  
Chairman

  
Secretary

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

**BY-LAW 2025-164**

**APPOINTMENTS:** A by-law to repeal By-Law 2023-98 (being a by-law to appoint Fire Prevention Officers for the purpose of enforcing the Fire Protection and Prevention Act).

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. **BY-LAW 2023-98 REPEALED**

By-law 2023-98 is hereby repealed.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2025\2025-164 Repeal 2023-98 Appointment Fire Prevention Officers.docx

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

### **BY-LAW NO. 2025-165**

**PROPERTY SALE**: A by-law to declare the City owned property legally described as Part of PIN 31609-0390 and PIN 31609-0398; CITY OF SAULT STE. MARIE being part of Yates Avenue approx. 8.39 acres as surplus to the City's needs and to authorize the disposition of the said property to Protexxa Inc. or as otherwise directed.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Protexxa Inc. or as otherwise directed at the consideration shown and upon the conditions set out in Schedule "A".

3. **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 complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

**PASSED** in open Council this 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

JG \\c\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2025\\2025-165 Surplus and Sale Yates Avenue  
(Protexxa).docx

## SCHEDULE "A" TO BY-LAW 2025-165

**PURCHASER:** PROTEXXA INC. OR AS OTHERWISE DIRECTED

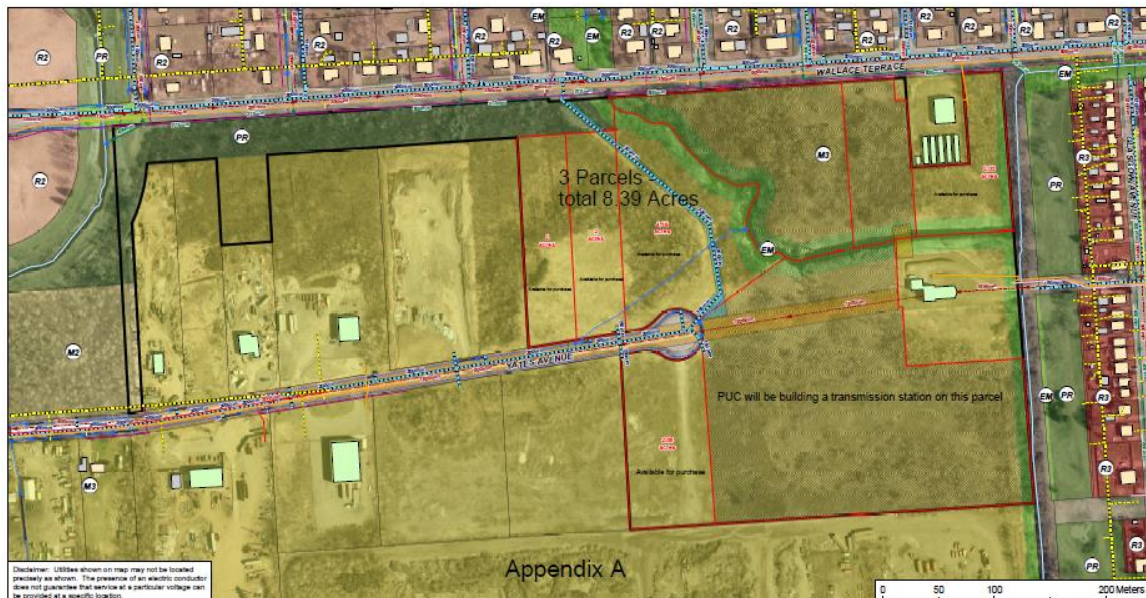
**ADDRESS:** YATES AVENUE (APPROX. 8.39 ACRES)  
SAULT STE. MARIE, ONTARIO

**LEGAL DESCRIPTION:** PART OF PIN 31609-0390 (LT)  
PART SECTION 34 KORAH PARTS 1-3, 9, 16, 20 & 21  
1R10744 EXCEPT PART 1 1R10935, PART 1 1R11773,  
PARTS 2 & 3 1R13242, PART 1 1R13366, PART 1  
1R13469, PARTS 1 & 2 1R14070, PART 1 1R14088;  
SUBJECT TO AN EASEMENT AS IN LT89277; CITY OF  
SAULT STE. MARIE

PIN 31609-0398 (LT)  
PART SECTION 34 KORAH PARTS 4, 5, 6, 7, 10, 11, 12,  
PLAN 1R10744 SAVE AND EXCEPT PARTS 1 AND 2,  
PLAN 1R14226 AND PART 1, PLAN 1R14221; SUBJECT  
TO AN EASEMENT OVER PART 11, PLAN 1R10744 AS  
IN LT127571; SUBJECT TO AN EASEMENT OVER PART  
6, PLAN 1R10744 EXCEPT PART 2, PLAN 1R14226 AS IN  
AL10430; CITY OF SAULT STE. MARIE

**CONSIDERATION:** THREE HUNDRED FORTY NINE THOUSAND  
(\$349,000.00) DOLLARS

**CLOSING COSTS:** THE CITY SHALL BE RESPONSIBLE FOR COSTS  
INCURRED FOR A REFERENCE PLAN IN THE AMOUNT  
OF APPROXIMATELY \$7250.00 PLUS HST.



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

**BY-LAW 2025-166**

**AGREEMENT**: A by-law to extend the Geographical Information System (GIS) Agreement between the City and the Sault Ste. Marie Innovation Centre for an additional one-year term from January 1, 2026 to December 31, 2026.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated January 1, 2026 between the City and the Sault Ste. Marie Innovation Centre, a copy of which is attached as Schedule "A" hereto. This Agreement is to extend the Geographical Information System (GIS) Agreement for an additional one-year term from January 1, 2026 to December 31, 2026.

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 15th day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**THIS AGREEMENT made the 1<sup>st</sup> day of January 2026**

**BETWEEN:**

**SAULT STE. MARIE INNOVATION CENTRE**

(hereinafter referred to as the “Consultant”)

**OF THE FIRST PART**

-and-

**THE CORPORATION OF THE CITY OF**

**SAULT STE. MARIE**

(together hereinafter referred to as the “Client”)

**OF THE SECOND PART**

**WHEREAS**

- A) The Consultant is in the business of providing geomatics services; and
- B) The Client wishes to retain the Consultant to provide geomatics services and maintain the geomatics solution currently in place.

**IN CONSIDERATION** of the premises and the mutual covenants and agreements contained herein the parties hereto agree as follows:

**1. SERVICES**

- 1.1. The Client hereby retains the Consultant to provide and maintain a geographic information system (the “Services”), the description, stages, terms and conditions of which are set forth in Schedule A which forms an integral part of this agreement.
- 1.2. Schedule A to this Agreement will continue to be modified after this Agreement is signed, over time and in accordance with the project, schedule and milestones referred to in Schedule A. The parties acknowledge that the Schedule and the milestones therein may have to be adjusted from time to time based on experience. Schedule A shows the state of development of the planning to date and all additions and changes to Schedule A are intended to be incorporated into and form part of this Agreement as they are made. Notwithstanding the foregoing the parties agree that no changes to Schedule A will be effective without the prior written consent of both parties.



## **2. APPLICABLE CHARGES**

- 2.1.** Schedule A sets forth the fees payable by the client for the services.
- 2.2.** All sales taxes, Goods and Services Taxes and other taxes applicable to the Services shall be in addition to the fees.
- 2.3.** The Consultant will submit invoices of all applicable charges incurred by it in respect to the Services on a monthly basis and any invoice submitted shall be due and payable within 30 days of receipt by the Client.

## **3. TERM**

- 3.1.** The term of this agreement shall be for one year from January 1<sup>st</sup>, 2026 to and including December 31<sup>st</sup>, 2026 unless terminated earlier pursuant to section 4 of this agreement.
- 3.2.** If this agreement is not renewed or extended at the expiration of the term, the Consultant shall deliver to the Client all data and source code for the customized applications and data models developed pursuant to this Agreement. All costs associated with the relocation of the geographic information system shall be the responsibility of the Client.

## **4. TERMINATION**

- 4.1.** If either party (the "Defaulting Party") shall at any time neglect, fail or refuse to perform under any of the provisions of this Agreement, then the other party may serve upon the Defaulting Party, notice of intention to terminate this Agreement, which notice shall specify the alleged neglect, failure or refusal and shall be served by registered mail, and, if within thirty (30) days after the date of service of this notice, the Defaulting Party shall not have fully cured all the defaults indicted in the notice, or presented a plan acceptable to the other party to cure these defaults, then upon expiration of the thirty (30) days, the other party may, at its option, elect to terminate this Agreement.
- 4.2. Termination for Convenience**
  - 4.2.1.** The Client may terminate this contract at any time by giving 4 months (120 days) written notice to the other party.
  - 4.2.2.** Upon the termination of this contract under clause 1.1 the Client and Consultant shall negotiate reasonable termination costs identified by the Consultant. The Client will reimburse the Consultant for all documented costs, including reasonable actual cancellation and demobilization or transition charges
- 4.3.** If the Client fails to pay the Consultant as set forth in this Agreement, the Consultant may immediately suspend all activity related to this Agreement upon delivery of written notice to the Client and may, in addition to any other rights it may have under this Agreement or otherwise under law, pursue termination pursuant to 4.1 above.
- 4.4.** The right of either party to terminate this Agreement hereunder shall not be affected by its failure to take action with respect to any previous default.

- 4.5. In the event of termination, as set forth in this clause, the Consultant shall be paid on a pro rata basis for all Services performed up to the date of termination.

## **5. ACCEPTANCE OF DELIVERABLES**

- 5.1. The Client will tell the Consultant in writing within five (5) days of receipt of a paper deliverable and within 90 days of receipt of a data set deliverable whether it accepts or rejects such deliverable. The Client may reject any deliverable which does not comply with the description of work and/or with the Client's standards. If the Client fails to notify the Consultant within the specified time, the Client will accept the deliverable. If the Client rejects it, the Client shall allow the Consultant five days to revise a paper deliverable and 30 days to revise a data set deliverable to render such deliverable acceptable to the Client.
- 5.2. Special customization projects beyond the allotted customization days in the contract will be administered through the Clients Information Technology Division.

## **6. STATUS REPORTING**

- 6.1. Information with respect to the status of the work and issues of accomplishments and difficulties shall be addressed at Status Committee meetings and Steering Committee meetings between representatives of the parties. Status reporting procedures shall be further detailed in Schedule A. The Consultant shall provide to the Client an agenda for Steering Committee meetings not less than five working days prior to such meeting and shall provide to the Client sufficient copies of all agendas and reports for delivery to all members of the Steering Committee.

## **7. WARRANTY**

- 7.1. The Consultant warrants that the Services will be performed consistent with mutually acceptable industry standards. With respect to software applications this warranty shall be for the duration of the Contract and for software applications delivered within the last six months of the Contract this warranty shall extend to such applications for a period of six months after the date of delivery. This warranty is exclusive and in lieu of all other warranties, whether express or implied. For any breach of this warranty, the Client's exclusive remedy, and the Consultant's entire liability, shall be the re-performance of the Services. If the Consultant is unable to re-perform the Services as warranted, the Client shall be entitled to recover the fees paid to the Consultant for the deficient Services.

## **8. LIMITATION OF LIABILITY**

- 8.1.** In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether or not such damages are foreseeable or whether or not the other party or any other person has been advised of the possibility of such damages.

## **9. CLIENT OBLIGATIONS**

- 9.1.** The Client shall be responsible for the timeliness, accuracy and completeness of any data supplied to the Consultant. If such data is incorrect or incomplete, the Client shall have the option to either correct, complete or otherwise prepare such data or to request in writing that the Consultant correct, complete or otherwise prepare such data at such additional cost as the parties may agree in writing.
- 9.2.** The cost of the fiber connection from the Client to the GIS data warehouse will be funded by the Client.
- 9.3.** The Client shall be responsible to maintain under its care adequate backup materials that will enable the regeneration of files and other data in the event of loss, damage or destruction thereof. The Consultant shall be responsible to back up the GIS Enterprise Geodatabase using Disk to Disk to Disk retaining daily backups for 6 days, weekly for 14 weeks and 4 months. The consultant will also do hourly log backups of the GIS Enterprise Geodatabase between the hours of 6am to 6pm daily (Mon-Fri) on top of the daily backup to allow a more granular recovery point or the ability to data mine the Enterprise Geodatabase.
- 9.4.** The Client shall be responsible for re-engineering work flows resulting from the introduction of the geographic information system and the Consultant will provide such consultation and support as required to assist the Client in this regard.
- 9.5.** The Client shall ensure that the users of the system attend the training sessions provided by the Consultant.
- 9.6.** The Client shall appoint data custodians to ensure all data is kept updated on the system.

## **10. CLIENT PREMISES**

- 10.1.** The Consultant agrees that access to any of the Client's premises by any of the Consultant's employees which is necessary for the performance of the Services shall only be granted by the Client during the normal hours of the Client's premises in question unless otherwise previously authorized by the Client. The Consultant also agrees to observe all of the Client's security requirements and measures in effect at any of the Client's premises to which access is granted by this Agreement.

## **11. CHANGES IN SCOPE OF WORK**

- 11.1. Changes in the scope of work will only be made in strict compliance with the "change request" procedure set forth in Schedule A.

## **12. CONSULTANT, STAFFING AND TRAINING**

- 12.1. The consulting and professional personnel provided by the Consultant shall have appropriate technical and application skills to enable them to perform their duties. The Consultant shall supply the necessary instruction and training to enable the Client to utilize the Services contracted for hereunder. All instructions shall be given by qualified personnel.

## **13. PROPERTY RIGHTS TO DATA, CONFIDENTIALITY AND SECURITY**

- 13.1. The Consultant hereby acknowledges that all data provided by the Client is proprietary to the Client and constitutes valuable, confidential information. The Consultant agrees that it shall keep confidential all such data and shall not disclose or divulge or use any of such data otherwise without the prior written consent of the Client. The Consultant shall maintain reasonable security relating to the data belonging to the Client held at the premises of the Consultant or stored on any computer storage media under the care, custody and control of the Consultant or its agents.
- 13.2. The Consultant agrees that all Client information including: records, files, input materials, forms and other data received, computed, created, used or stored pursuant to this Agreement are the exclusive property of the Client.

## **14. INTELLECTUAL PROPERTY RIGHTS TO DEVELOPED MODELS AND TOOLS**

- 14.1. All developed database models, software tools, training materials are the intellectual property of the Consultant during this Agreement and after any termination of this Agreement.
- 14.2. The Client has full access to the use of all developed database models, software tools, training materials during this Agreement. If this Agreement expires or is terminated, the Client will be supplied with a onetime export of all raw Client owned data and Client pertinent source code for software tools.

## **15. RELATIONSHIP BETWEEN THE PARTIES**

- 15.1.** The Consultant is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

## **16.0. GOVERNING LAW**

- 16.1.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the Province of Ontario.

## **17.0. NOTICES**

- 17.1.** All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by personal delivery, overnight courier or facsimile or e-mail transmission to the respective address of the parties. Any notice, demand or communication delivered in person or by overnight courier shall be deemed to have been received on the day of its delivery and if sent by facsimile transmission or e-mail, on the first business day following its transmission.

## **18.0. SEVERABILITY**

- 18.1.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

## **19.0. WAIVER**

- 19.1.** No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent.

**20.0. ENTIRE AGREEMENT**

**20.1.** Schedule A together with the terms of this Agreement represents the entire Agreement of the parties and supersedes all previous agreements, proposals or representations written or oral with respect to the Services specified in this Agreement and Schedule A. Modification to Schedule A or this Agreement shall be valid only when made in writing and signed by both parties.

**21.0. SUCCESSORS AND ASSIGNS**

**21.1.** Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party except with the prior written consent of the other party.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement by their duly authorized representatives as of the reference date.

**THE PARTIES AGREE** that a facsimile copy signature shall be deemed as effective as an original signature for purposes under this agreement.

**SAULT STE. MARIE INNOVATION CENTRE**

Per: Sandra Moore

Per: \_\_\_\_\_

I/We have authority to bind the Corporation

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

Per: \_\_\_\_\_

Per: \_\_\_\_\_

I/We have authority to bind the Corporation

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

**BY-LAW 2025-167**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and subsidiaries of Northern Ontario Capacity (NOC) for a proposed natural gas energy project in the form of a 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 Agreements dated December 15, 2025 between the City and subsidiaries of Northern Ontario Capacity (NOC) being NOC Snow Dump Sault Ste. Marie Limited Partnership, NOC McQueen Sault Ste. Marie Limited Partnership, and NOC Brandes Pit Sault Ste. Marie Limited Partnership, copies of which are attached as Schedules "A", "B" and "C" hereto. This Agreement is for a proposed natural gas energy project in the form of a Municipal Support Resolution.

2. **SCHEDULES "A", "B" AND "C"**

Schedules "A", "B" and "C" form 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 15th day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

BY-LAW 2025-167

THIS PROJECT SUPPORT AGREEMENT (the “**Agreement**”) made as of the  
15th day of December, 2025 (the “**Effective Date**”)

BETWEEN:

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

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

AND

**NOC SNOW DUMP SAULT STE. MARIE LIMITED PARTNERSHIP**

hereinafter referred to as “**NOC**”

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

AND WHEREAS NOC is an energy developer that proposes to develop a new dispatchable electricity generation project, being the NOC Snow Dump Ste. Marie Project (the “**Project**”), to be located in part on Sault Ste. Marie’s lands and to be submitted, at NOC’s sole discretion, as a proposal in response to the IESO’s Long-Term 2 Capacity Services (Window 1) Request for Proposals (as it may be further amended, restated, modified or supplemented, the “**LT2(c-1) RFP**”);

AND WHEREAS NOC, in accordance with the requirements of the LT2(c-1) RFP, has requested that Municipal Council evidences its support of the Project and of the Project’s submission into the LT2(c-1) RFP through the passage of a Support Resolution (defined below) and the entering into of this Agreement, and, upon entering into, at NOC’s sole discretion, of an LT2(c-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 NOC 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(c-1) RFP.
2. NOC 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(c-1) Contract, and every calendar year anniversary thereafter during the term of LT2(c-1) Contract, which term shall not exceed twenty (20) years, NOC will make a host municipal contribution to Sault Ste. Marie in cash in an aggregate amount equal to five-thousand dollars (\$5,000) per MW of Contract Capacity (not to exceed 9.45 MW) 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:** NOC will 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:** NOC 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 NOC’s sole discretion, of the LT2(c-1) Contract, but in no event later than 30 days after the execution of the LT2(c-1) Contract.
3. Sault Ste. Marie, through the elected Municipal Council, agrees to formalize prior to December 16, 2025, 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 as appended in draft form hereto at Schedule “A” (the “**Support Resolution**”). In addition, Sault Ste. Marie shall take reasonable further acts and assurances to ensure the Support Resolution remains in full force and effect and not to be rescinded, as well as any other reasonable actions to demonstrate support for the Project as required by the LT2(c-1) 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, NOC may assign its rights and obligations under this Agreement, without the prior written consent of Sault Ste. Marie, to an affiliate, provided that such assignee assumes all the obligations of NOC under this Agreement.
10. This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

*[Signature page follows]*

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.  
)

) NOC Snow Dump Sault Ste. Marie Limited  
Partnership, by its general partner, NOC Snow  
Dump Sault Ste. Marie GP Inc.

)  
)  
)  \_\_\_\_\_  
) Name: Samuel Houston  
) Title: President  
) I/We have authority to bind the Limited  
Partnership.

BY-LAW 2025-167

THIS PROJECT SUPPORT AGREEMENT (the “**Agreement**”) made as of the 15<sup>th</sup> day of December, 2025 (the “**Effective Date**”)

BETWEEN:

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

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

AND

**NOC MCQUEEN SAULT STE. MARIE LIMITED PARTNERSHIP**

hereinafter referred to as “**NOC**”

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

AND WHEREAS NOC is an energy developer that proposes to develop a new dispatchable electricity generation project, being the NOC McQueen Ste. Marie Project (the “**Project**”), to be located in part on Sault Ste. Marie’s lands and to be submitted, at NOC’s sole discretion, as a proposal in response to the IESO’s Long-Term 2 Capacity Services (Window 1) Request for Proposals (as it may be further amended, restated, modified or supplemented, the “**LT2(c-1) RFP**”);

AND WHEREAS NOC, in accordance with the requirements of the LT2(c-1) RFP, has requested that Municipal Council evidences its support of the Project and of the Project’s submission into the LT2(c-1) RFP through the passage of a Support Resolution (defined below) and the entering into of this Agreement, and, upon entering into, at NOC’s sole discretion, of an LT2(c-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 NOC 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(c-1) RFP.
2. NOC 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(c-1) Contract, and every calendar year anniversary thereafter during the term of LT2(c-1) Contract, which term shall not exceed twenty (20) years, NOC will make a host municipal contribution to Sault Ste. Marie in cash in an aggregate amount equal to five-thousand dollars (\$5,000) per MW of Contract Capacity (not to exceed 9.45 MW) 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:** NOC will 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:** NOC 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 NOC’s sole discretion, of the LT2(c-1) Contract, but in no event later than 30 days after the execution of the LT2(c-1) Contract.
3. Sault Ste. Marie, through the elected Municipal Council, agrees to formalize prior to December 16<sup>th</sup>, 2025, 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 as appended in draft form hereto at Schedule “A” (the “**Support Resolution**”). In addition, Sault Ste. Marie shall take reasonable further acts and assurances to ensure the Support Resolution remains in full force and effect and not to be rescinded, as well as any other reasonable actions to demonstrate support for the Project as required by the LT2(c-1) 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, NOC may assign its rights and obligations under this Agreement, without the prior written consent of Sault Ste. Marie, to an affiliate, provided that such assignee assumes all the obligations of NOC under this Agreement.
10. This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

*[Signature page follows]*

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.  
)

) NOC McQueen Sault Ste. Marie Limited  
Partnership, by its general partner, NOC  
McQueen Sault Ste. Marie GP Inc.

)   
) \_\_\_\_\_  
) Name: Samuel Houston  
) Title: President  
) I/We have authority to bind the Limited  
Partnership.

BY-LAW 2025-167

THIS PROJECT SUPPORT AGREEMENT (the “**Agreement**”) made as of the  
**15 th** day of **December**, 2025 (the “**Effective Date**”)

BETWEEN:

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

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

AND

**NOC BRANDES PIT SAULT STE. MARIE LIMITED PARTNERSHIP**

hereinafter referred to as “**NOC**”

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

AND WHEREAS NOC is an energy developer that proposes to develop a new dispatchable electricity generation project, being the NOC Brandes Pit Ste. Marie Project (the “**Project**”), to be located in part on Sault Ste. Marie’s lands and to be submitted, at NOC’s sole discretion, as a proposal in response to the IESO’s Long-Term 2 Capacity Services (Window 1) Request for Proposals (as it may be further amended, restated, modified or supplemented, the “**LT2(c-1) RFP**”);

AND WHEREAS NOC, in accordance with the requirements of the LT2(c-1) RFP, has requested that Municipal Council evidences its support of the Project and of the Project’s submission into the LT2(c-1) RFP through the passage of a Support Resolution (defined below) and the entering into of this Agreement, and, upon entering into, at NOC’s sole discretion, of an LT2(c-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 NOC 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(c-1) RFP.
2. NOC 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(c-1) Contract, and every calendar year anniversary thereafter during the term of LT2(c-1) Contract, which term shall not exceed twenty (20) years, NOC will make a host municipal contribution to Sault Ste. Marie in cash in an aggregate amount equal to five-thousand dollars (\$5,000) per MW of Contract Capacity (not to exceed 9.45 MW) 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:** NOC will 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:** NOC 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 NOC’s sole discretion, of the LT2(c-1) Contract, but in no event later than 30 days after the execution of the LT2(c-1) Contract.
3. Sault Ste. Marie, through the elected Municipal Council, agrees to formalize prior to December 16th, 2025, 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 as appended in draft form hereto at Schedule “A” (the “**Support Resolution**”). In addition, Sault Ste. Marie shall take reasonable further acts and assurances to ensure the Support Resolution remains in full force

and effect and not to be rescinded, as well as any other reasonable actions to demonstrate support for the Project as required by the LT2(c-1) 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, NOC may assign its rights and obligations under this Agreement, without the prior written consent of Sault Ste. Marie, to an affiliate, provided that such assignee assumes all the obligations of NOC under this Agreement.
10. This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

*[Signature page follows]*

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.  
)

) NOC Brandes Pit Sault Ste. Marie Limited  
Partnership, by its general partner, NOC  
Brandes Pit Sault Ste. Marie GP Inc.

)   
) \_\_\_\_\_  
) Name: Samuel Houston  
) Title: President  
) I/We have authority to bind the Limited  
Partnership.

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

**BY-LAW NO. 2025-168**

**USER FEES:** A by-law to amend certain Cemetery fees and charges in Schedule “B” to User Fees By-law 2025-153.

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW 2025-153 AMENDED**

Schedule “B” to By-law 2025-153 is amended by deleting pages 10, 11 and 12 of Schedule “B” attached to By-Law 2025-153 and replacing with Schedule “B” attached hereto.

2. **EFFECTIVE**

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

**PASSED** in open Council this 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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

**USER FEE & SERVICE CHARGES - BY-LAW 2025-153 - Schedule "B"**

**COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT**

<i>Services Offered</i>	<i>2025 Current Fee</i>	<i>2026 Proposed Fee</i>	<i>GST/HST Included or Added</i>
<b>CEMETERY</b>			
<b>Graves</b>			
Adult			
1 grave lot – minimum 4.0' x 10.0'	\$1,632.74	\$1,676.99	Added
Child (5 years and under)	\$175.00	\$175.00	Added
Child (6-10 years)	\$424.78	\$438.05	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid.  This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).	\$290.00	\$290.00	Added
<b>Cremation Graves (Urn Garden and Cremation Ranges, New Greenwood &amp; Holy Sepulchre)</b>			
1 grave (2.0' x 4.0')	\$823.01	\$845.13	Added
<b>Columbaria - all cemeteries (includes interment fees)</b>			
Single niche (one urn/container)	\$1,199.12	\$1,721.24	Added
Companion niche (two urns/containers)	\$1,942.48	\$2,969.03	Added
<b>Mausoleum crypts (includes entombment fees)</b>			
Row 1 (single)	\$13,176.99	\$13,544.25	Added
Rows 2 & 3 (single)	\$15,513.27	\$15,946.90	Added
Row 4 (single)	\$12,517.70	\$12,867.26	Added
Row 1 (companion)	\$22,252.21	\$22,876.11	Added
Rows 2 & 3 (companion)	\$26,212.39	\$26,946.90	Added
Row 4 (companion)	\$21,163.72	\$21,756.64	Added
<b>Interment Charges</b>			
Adult - casket	\$1,615.04	\$1,659.29	Added
Child (5 years and under) - casket	\$0.00	\$0.00	
Child (6-10 years) - casket	\$703.54	\$721.24	Added
Cremated remains			
Adult	\$473.45	\$486.73	Added
Child (5 years and under)	\$0.00	\$0.00	
Child (6-10 years)	\$234.51	\$238.94	Added
Entombment in mausoleum	\$1,066.37	\$1,097.35	Added
<b>Cremation</b>			
Adult	\$592.92	\$566.37	Added
Child (5 years and under)	\$0.00	\$0.00	
Child (6-10 years)	\$340.71	\$327.43	Added

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

USER FEE & SERVICE CHARGES - BY-LAW 2025-153 - Schedule "B"

**COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT**

<i>Services Offered</i>	<i>2025 Current Fee</i>	<i>2026 Proposed Fee</i>	<i>GST/HST Included or Added</i>
<b>Disinterment Charges</b>			
Another gravesite in a municipal gravesite			
Adult	\$2,876.11	\$2,955.75	Added
From single depth to double depth	\$3,119.47	\$3,207.96	Added
Child (5 years and under)	\$734.51	\$756.64	Added
Child (6-10 years)	\$1,225.66	\$1,261.06	Added
Cremated remains	\$482.30	\$495.58	Added
Niche to niche	\$265.49	\$274.34	Added
Same gravesite or removal from a municipal cemetery			
Adult	\$2,022.12	\$2,079.65	Added
Child (5 years and under)	\$411.50	\$424.78	Added
Child (6-10 years)	\$827.43	\$849.56	Added
Cremated remains	\$261.06	\$269.91	Added
Niche to niche	\$234.51	\$238.94	Added
Mausoleum adult, disinterment & removal from Sault	\$1,836.28	\$1,889.38	Added
From inground burial to mausoleum	\$4,163.72	\$4,278.76	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of the deceased person's legal representative.			
Double depth disinterments are not permitted.			
<b>Additional Miscellaneous Charges</b>			
<i>Saturday Interment Surcharge</i>			
Casket	\$469.03	\$482.30	Added
Cremated remains	\$318.58	\$327.43	Added
Niche plate, brass casting (including installation)	\$300.88	\$309.73	Added
Removal of mausoleum crypt plate for additional engraving and/or ornamentation installation.	\$128.32	\$132.74	Added
Removal of columbarium niche plate plate for <b>additional</b> engraving and/or ornamentation installation.	\$59.29	\$61.06	Added
Mailing of cremated remains			
Inside Canada (insured)	\$94.69	\$97.35	Added
To USA (insured)	\$115.04	\$119.47	Added
Outside Canada or USA (insured)	\$247.79	\$256.64	Added
Removal of trees or shrubs from lots – per tree	\$94.69	\$97.35	Added
Transfer fee	\$59.29	\$61.06	Added
Rental of temporary storage facility (flat rate)	\$212.39	\$216.81	Added
Monument cleaning	\$63.72	\$65.49	Added
Tree trimming - per tree	\$63.72	\$65.49	Added

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

**USER FEE & SERVICE CHARGES - BY-LAW 2025-153 - Schedule "B"**

**COMMUNITY DEVELOPMENT & ENTERPRISE SERVICES DEPARTMENT**

<i>Services Offered</i>	<i>2025 Current Fee</i>	<i>2026 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Flat marker less than 1,116.3 sq m (173 sq in)	\$0.00	\$0.00	
Flat marker over 1,116.3 sq m (173 sq in)	\$100.00	\$100.00	Added
Upright monument measuring more than 1.22 m (4 ft) or less in height or length, including base	\$200.00	\$200.00	Added
Upright monument measuring more than 1.22 m (4 ft) either in height or length, including base	\$400.00	\$400.00	Added
Commemorative Tree & Plaque	\$588.50	\$606.19	Added

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2025-169

**SUBDIVISION CONTROL:** A by-law to deem not registered for purposes of subdivision control certain lots in the **Plummer and Smith Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Plummer and Smith Subdivision** was registered in the Land Titles Division on **March 19, 1888 as Plan 327**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Plummer and Smith Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF PLUMMER AND SMITH SUBDIVISION DEEMED NOT REGISTERED**

**Lots 18-20 Plan 327, Plummer and Smith Subdivision**, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.



3. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

**PASSED** in open Council this 15th day of December, 2025.

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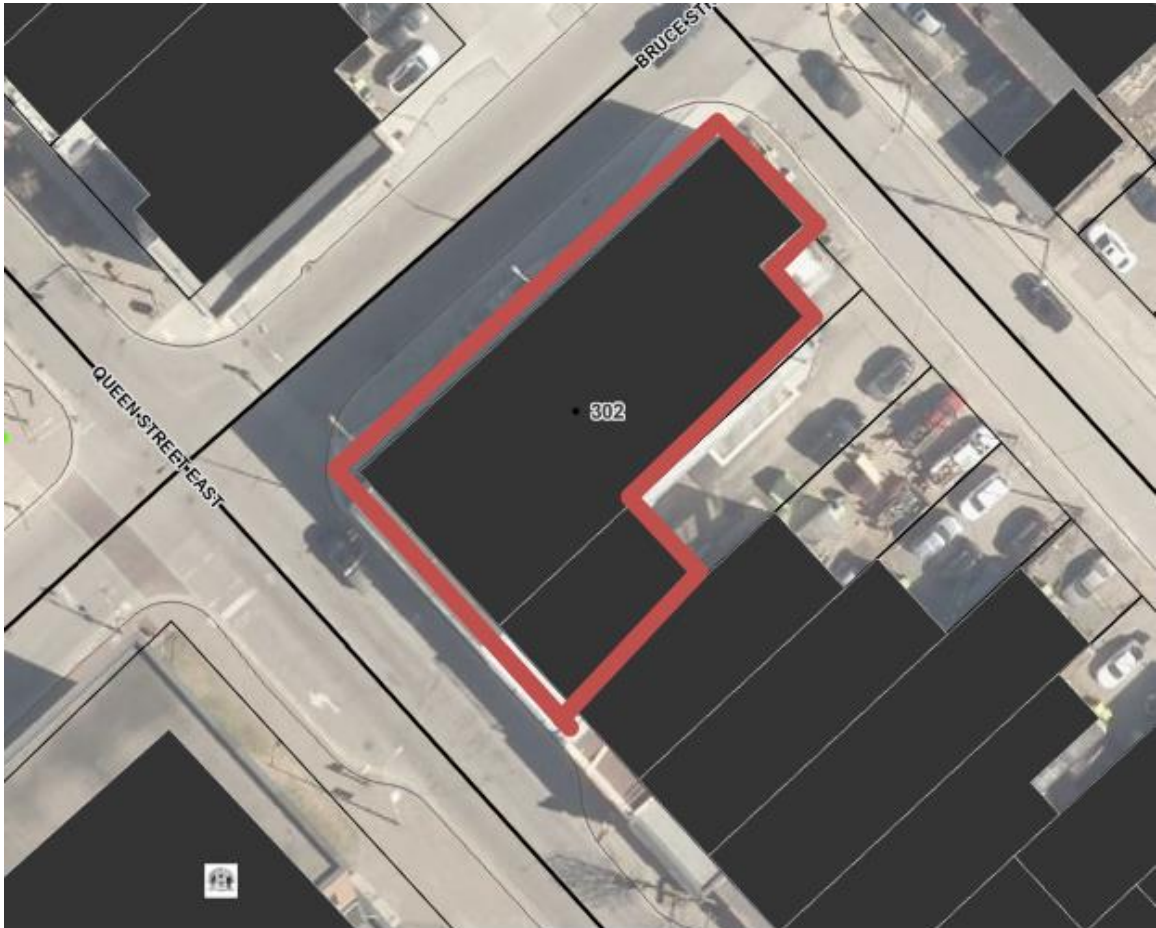
**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY.



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2025-170

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and PUC Services Inc. for the Sanitary Sewer Fee and Sewage Service Rate Invoicing and Collection Agreement.

**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 December 15, 2025 between the City and PUC Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Sanitary Sewer Fee and Sewage Service Rate Invoicing and Collection Agreement.

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 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

**SANITARY SEWER FEE AND SEWAGE SERVICE RATE  
INVOICING AND COLLECTION AGREEMENT**

**THIS AGREEMENT** made effective this 15<sup>th</sup> day of December, 2025.

BETWEEN:

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

hereinafter called the "City"  
OF THE FIRST PART

-and-

**PUC SERVICES INC.**

hereinafter called "PUC Services"  
OF THE SECOND PART

**WHEREAS** the City and The Public Utilities Commission of The Corporation of the City of Sault Ste. Marie ("PUC Commission") originally entered into an agreement dated the 1<sup>st</sup> day of January, 1962 (the "Original Agreement") whereby the City required the Commission to collect for the City a sewer rate and a sewage service rate and provided the calculations for same, and further set the collection charge payable by the City to the PUC Commission;

**AND WHEREAS** since the Original Agreement, the City has passed By-laws adjusting the sewer rate and sewage service rate from time to time, and further amended the collection charge payable by the City to the PUC Commission from time to time;

**AND WHEREAS** in 2000 the PUC Commission changed its organizational structure and thereafter its related entity PUC Services provided the invoicing and collection of household and business water usage on behalf of the City and its municipal services board, the PUC Commission;

**AND WHEREAS** section 6 of the Original Agreement confirms that the Agreement is binding upon the respective successors and assigns of the original parties;

**AND WHEREAS** the City is responsible for maintaining the sewage collection pipes and the sewage treatment plants and collects a fee from the system's users based on a percentage of water usage to cover the maintenance and capital costs;

**AND WHEREAS** the City wishes to retain the services of PUC Services to invoice and collect the sewer rate and a sewage service rate, the rate which is approved by a City by-law;

**AND WHEREAS** the City and PUC Services are entering into this Agreement to clarify and set out their respective rights and obligations with respect to the invoicing and collection of the City's sewer rate and a sewage service rate.

**NOW THEREFORE** the City and PUC Services agree as follows:

**Section 1.0 - Performance of Services**

- (a) PUC Services shall add to each water bill for every customer within the limits of the City of Sault Ste. Marie sewer rate and a sewage service rate fee based upon a percentage of

the gross amount of the charges shown for the water supplied at such rate as set by a City by-law and adjusted from time to time.

- (b) PUC Services shall collect the amount of the sewer rate and a sewage service rate in the same manner and with like remedies as the water rates, and in accordance with the rate as set by City by-law, as adjusted from time to time.
- (c) Where PUC Services receives part payment on account of any combined bill that includes electricity, the PUC shall allocate payment in accordance with Ontario Energy Board legislation and regulations, with any remaining balance paid first to water and then to sewer amounts and a sewage service amounts outstanding.
- (d) PUC Services shall provide to the City by the 5<sup>th</sup> business day of each month a detailed summary of the previous month's results of collection, specifically setting out the amount collected as per City by-law, less PUC Services' administration fee as set out by City by-law, plus interest collected, interest added to accounts outstanding, write-offs and, a reconciliation of the outstanding accounts receivable balance, in the format set out by the City as set out in Schedule "A" to this Agreement.
- (e) PUC Services shall remit to the City the amount collected for the month, as calculated in Section 1(d), by the last business day of the month following the month of collection, which is the due date.
- (f) The City shall charge PUC Services interest in accordance with the City's by-law for past due accounts in the amount of One (1.25%) and a Quarter Percent per month. The interest shall be charged on the first day after the due date as defined in Section 1(e).
- (g) PUC Services shall provide the City of an estimate of uncollectible accounts as of December 31 each year, no later than February 1 of the year following.
- (h) The fee paid by the City to PUC Services for the invoicing and collection services shall be Two (2.0%) Percent of the amount billed each month.

## **Section 2.0 - Term and Renewal Term**

- (a) This Agreement shall start on January 1, 2026 and shall continue in effect for an initial term of five (5) years, ending on December 31, 2031 (the "Initial Term").
- (b) The Initial Term may be renewed for two (2) successive five (5) year terms (the "Renewal Term") unless terminated pursuant to Section 6 of this Agreement. The Agreement may be further extended after the Renewal Terms, if applicable, subject to successful negotiations between the parties as to the terms of such further extension.

## **Section 3.0 - Indemnification**

Each Party (the 'Indemnifying Party') shall indemnify and save harmless the other Party, its elected officials, officers, employees, and agents (the 'Indemnified Party') from and against all actions, claims, losses, damages, liabilities, and expenses (including reasonable legal fees) arising directly from the negligence, willful misconduct, or breach of this Agreement by the Indemnifying Party or its employees, agents, or contractors. Neither Party shall be liable for any special, indirect, or consequential damages, including loss of profit, arising under or in connection with this Agreement. The rights of indemnity contained in this Section shall survive any termination or expiry of this Agreement.

## **Section 4.0 – Insurance**

PUC Services shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of this Agreement:

### **(a) Commercial General Liability**

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

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

### **(b) Professional Liability Insurance**

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

(c) **Primary Coverage**

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

(d) **Certificate of Insurance**

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

## **Section 5.0 - Termination of Agreement**

At the end of the Term or Renewal Term, if applicable, either party may terminate this Agreement by providing the other party with six (6) months' written notice of termination. In the event such notice is given, the Agreement shall terminate at the end of the Term or Renewal Term if applicable. If no notice is given as required by this section, then the Agreement shall renew for a further five-year period ("Renewal Term") in accordance with the terms and conditions set out in Section 2(b).

## **Section 6.0 - Early Termination**

- (a) In the event that PUC Services breaches any provision of this Agreement, the City shall notify PUC Services in writing of the nature of said breach, and PUC Services shall be given fifteen (15) days to remedy the violation. If PUC Services has not remedied the violation to the satisfaction of the City at the expiration of fifteen (15) days from such notification, the City, at its sole discretion and without prejudice to any other remedy available to the City, may:
  - (c) Waive the breach;
  - (ii) Make any other mutually agreeable arrangement with PUC; or
  - (iii) Terminate this Agreement pursuant to Section 6(c) of this Agreement.
- (b) In addition to Section 6(a) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (c) Either party may terminate this Agreement, without cause or reason, by giving the other party ninety (90) days' written notice.

## **Section 7.0 - Notices**

- (a) Any notice, or other communication required or permitted to be given hereunder by either party to this Agreement shall be in writing and shall be delivered in person, sent by email or sent by registered mail, addressed as follows:
  - (i) **if to the City:**  
 The Corporation of the City of Sault Ste. Marie  
 Attention: Chief Financial Officer & Treasurer  
 Finance Department  
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6  
 Telephone: (705) 759-5355  
[s.schell@cityssm.on.ca](mailto:s.schell@cityssm.on.ca)

**(ii) if to PUC Services:**

PUC Services Inc.

Attention: Chief Financial Officer

P.O. Box 9000, 500 Second Line East, Sault Ste. Marie, ON P6A 6P2

Telephone: (705)759-0105

[mark.faught@ssmpuc.com](mailto:mark.faught@ssmpuc.com)

- (b) If delivered in person or by email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day).
- (c) If mailed, any such notice or other communication shall be deemed to have been given and received on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days afterwards a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or sent by email as provided in this Section.
- (d) A Party to this Agreement may change its address and/or person for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

## **Section 8.0 - Freedom of Information**

The Parties understand and agree that this Agreement and any materials or information provided to the PUC through the performance of the Services may be subject to the *Freedom of Information and Protection of Privacy Act, R.S.O., 1990, C-F, 31*, as amended, and the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 1990, c.M56*.

## **Section 9.0 – Assignment**

PUC Services shall not assign this Agreement or any portion thereof without the prior written consent of the City. The City's decision in this regard is final. In the event that the City consents to such assignment, PUC Services shall ensure that any assignee undertaking any of PUC Services' obligations hereunder shall be bound by the terms of this Agreement. PUC Services shall not be released of its obligation to the City by reason of the assignment, and PUC Services shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

## **Section 10.0 – Amendments**

The City and PUC Services hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

## **Section 11.0 – Entire Agreement**

PUC Services acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which



constitutes the entire agreement between the Parties and which may be modified only as set out in Section 10 of this Agreement.

### **Section 12.0 - Successors**

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

### **Section 13.0 – Governing Law**

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

**IN WITNESS WHEREOF** the Parties hereto have signed this Agreement this    day of December, 2025.

#### **PUC SERVICES INC.**

Per: \_\_\_\_\_

Name: Mark Faught  
Title: Chief Financial Officer



*I have the authority to bind the Corporation*

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

Per: \_\_\_\_\_

Rachel Tyczinski  
City Clerk

Per: \_\_\_\_\_

Matthew Shoemaker  
Mayor

*We have the authority to bind the Corporation*

City of Sault Ste Marie  
Sanitary Sewer fee collections

Remittance Month

Sanitary Accounts Receivable,beginning of month

Add: Sanitary Sewer billings for the month

(1)

Interest on account added

(2)

Other adjustments (summarize below)

(3)

Less: Collections-billings

(4)

-interest

(4)

Bad Debts written off

(5)

Other adjustments (summarize below)

(6)

Sanitary Accounts Receivable,end of month

\$ -

Remittance:

Sanitary Collections

\$ -

(4)

Less: Adjustments to Sanitary Sewer Receivable

\$ -

(5) + (6) - (3)

Collection Charge

\$ -

2% of amount billed (City By-law 2020-10)

Net Remittance Payable

\$ -

Other Adjustments Summary:

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW NO. 2025-171

**TAXES:** A by-law to provide for Interim Tax Levies.

**WHEREAS** Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

**AND WHEREAS** the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

**NOW THEREFORE THE COUNCIL** of the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286 (5) of the Act.

2. The amounts levied shall be as follows and payable to the Treasurer:

2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2025 in accordance with Section 317(3) paragraph 2 of the Act.

2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2025, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2025 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2025 because assessment was added to the Tax Roll during 2025, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2026 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1.25%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2026.
7. Following December 31, 2025, interest charges of one and one-quarter percent (1.25%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
  - 8.1 One-half (1/2) thereof on the 5<sup>th</sup> day of March, 2026;
  - 8.2 One-half (1/2) thereof on the 5<sup>th</sup> day of May, 2026.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the *Act*.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2025, adjusted to annualize any assessment changes that occurred during 2025, adjusted to annualize any assessment changes that occurred during 2025. No adjustment shall reduce the 2026 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2026 to be made under the *Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the *Act*, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

16. By-law 2025-5 is hereby repealed

17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

**PASSED** in open Council this 15<sup>th</sup> day of December 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2025-172

**AGREEMENT**: A by-law to authorize the execution of the Amending Agreement between the City and Canadian Hearing Services, Inc. for the Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated December 15, 2025 between the City and Canadian Hearing Services, Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for the extension of the agreement for the Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

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Schedule "A"

This Amending Agreement is made effective the 15<sup>th</sup> day of December, 2025.

**BETWEEN:**

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

(hereinafter referred to as the "City")

– and –

**CANADIAN HEARING SERVICES, INC.**

(hereinafter referred to as the "CHS")

**WHEREAS** the City and CHS entered into an Agreement dated February 3, 2025, for the provision of Video Remote Interpreting (VRI) service for American Sign Language interpretation at the Civic Centre;

**AND WHEREAS** the City and CHS entered an original agreement effective February 3, 2025 and ending on January 13, 2026. The parties wish to enter into a further one-year extension agreement to end January 13, 2027;

**AND WHEREAS** the City recommends and agrees to amend the said Agreement to extend the expiry date in the Agreement to January 13, 2027;

**NOW THEREFORE** the parties agree as follows:

1. That the agreement's expiry date be extended to January 13, 2027;
2. The remaining paragraphs, Schedules, terms and conditions of the said original Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amending Agreement effective as of the date written above.

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

Per:

\_\_\_\_\_  
**MAYOR – MATTHEW SHOEMAKER**

\_\_\_\_\_  
**CITY CLERK – RACHEL TYCZINSKI**

**CANADIAN HEARING SERVICES, INC.**

Per:

\_\_\_\_\_  
NAME:  
TITLE:

I/We have the authority to bind the Corporation



# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2025-173

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities for the John Rhodes Community Centre Energy Retrofit and Accessibility Project.

**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 December 15, 2025 between the City and His Majesty the King in right of Canada as represented by the Minister of Infrastructure and Communities, a copy of which is attached as Schedule "A" hereto. This Agreement is for the John Rhodes Community Centre Energy Retrofit and Accessibility Project.

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 15<sup>th</sup> day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

DRAFT – for considerations

**CANADA – THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
GREEN AND INCLUSIVE COMMUNITY BUILDINGS PROGRAM**

**AGREEMENT FOR JOHN RHODES COMMUNITY CENTRE ENERGY  
RETROFIT AND ACCESSIBILITY PROJECT**

This Agreement is made as of the date of last signature

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada ("Canada")

**AND** **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**, continued or incorporated pursuant to *An Act to Incorporate the City of Sault Ste Marie, and for other purposes* (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

**RECITALS**

**WHEREAS** the Government of Canada established the Green and Inclusive Community Buildings Program (the "Program") in 2020 which is part of *Canada's Strengthened Climate Plan*;

**WHEREAS** the Program aims to support short-term economic stimulus, generate long-term climate focused benefits, and create on-going inclusion benefits, in particular for high-needs communities and equity-seeking groups. The Program supports renovations, repairs or retrofits to improve the accessibility and ecological footprint of existing public community buildings, as well as the construction of new publicly accessible community buildings in underserved, high-needs communities across Canada;

**WHEREAS** the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada is responsible for the Program;

**WHEREAS** the Recipient has submitted to Canada an application for the funding of the Project which qualifies for support under the Program;

**AND WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties agree as follows:

## **1. INTERPRETATION**

### **1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

**“Agreement”** means this contribution agreement and all its schedules, as may be amended from time to time.

**“Agreement End Date”** means March 31, 2029 unless terminated earlier in accordance with this Agreement.

**“Annual Report”** means the report described in Schedule C.2.

**“Asset”** means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

**“Asset Disposal Period”** means the period commencing from the Effective Date and ending six (6) years after the Project Completion Date.

**“Communications Activity”** or **“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

**“Community Employment Benefits”** means the benefits as described in Schedule B.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

**“Declaration of Substantial Completion”** means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

**“Fair Value”** means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion

to act.

**“Final Claim Date”** means a date that is no later than six (6) months after the Project Completion Date and three (3) months before the Agreement End Date.

**“Final Report”** means the report described in Schedule C.3.

**“Fiscal Year”** means the period beginning April 1 of a year and ending March 31 of the following year.

**“In-Kind Contributions”** means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

**“Interim Report”** means the report described in Schedule C.1.

**“Joint Communications”** means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

**“Non-owned Asset”** means an Asset to which the Recipient does not hold the title and ownership.

**“Program Application Form”** means the Project’s Program funding application information provided through the Department of Housing, Infrastructure and Communities’ online and accessible Program application portal using identification number AP-000003932.

**“Project”** means the project as described in Schedule B (The Project).

**“Project Approval Date”** means March 19, 2025 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

**“Project Completion Date”** means the date, as confirmed by the Recipient to Canada, at which all funded activities of the Project under this Agreement have been completed and which must be no later than six (6) months before the Agreement End Date.

**“RETscreen ®”** means the clean energy management software that is to be used for energy efficiency savings and Green House Gas (GHG) emission reduction estimations.

**“Substantial Completion Date”** means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

**“Total Financial Assistance”** means total funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

## 1.2 **ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## 1.3 **DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## 1.4 **SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

B.1 Project Description

B.2 Project Budget

B.3 Claim Frequency Table

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

## 2. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

## 3. **OBLIGATION OF THE PARTIES**

### 3.1 **COMMITMENTS BY CANADA**

- a) Canada agrees to pay a contribution to the Recipient of not more than eighty percent (80%) of the total Eligible Expenditures for the Project but only up to a maximum of one million dollars (\$1,000,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds the amount described in Section 3.1 a) or if the Total Financial Assistance received or

due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

### 3.2 **COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) The Recipient agrees that material changes to the Project, as described in Schedule B (The Project), will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project.
- i) During the Asset Disposal Period the Recipient will ensure:
  - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing

operation, maintenance, and repair of any Asset, in accordance with this Agreement; and

- ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.
- j) The Recipient will ensure that the baseline greenhouse gas emissions and energy efficiency data generated through RETscreen is established and agreed upon with Canada before the Effective Date.
- k) The Recipient may report on Community Employment Benefits and provide Canada with annual updates, in accordance with Schedule C (Reporting Requirements).

### 3.3 **APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### 3.4 **FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the



Project and to adjust the terms and conditions of this Agreement as appropriate.

### 3.5 **CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).

### 3.6 **INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

## 4. **RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by [BY-LAW or RESOLUTION REFERENCE], dated [DATE];
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) the Recipient has provided Canada with GHG emissions reductions and energy efficiency savings data generated through RETscreen ®;
- e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- f) all information submitted to Canada in its Program Application Form, as described in Schedule B.1 (Project Description), and in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- g) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any



matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;

- h) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- j) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered; and
- k) the Recipient agrees to purchase, provide, and maintain adequate comprehensive commercial general liability insurance to cover claims for bodily injury, death, or other loss or damage resulting from the actions of the Recipient in connection with the activities funded under this Agreement.

## **5. INTENTIONALLY OMITTED**

## **6. CONTRACT PROCEDURES**

### **6.1 AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

### **6.2 CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

## **7. ENVIRONMENTAL AND IMPACT ASSESSMENT**

### **7.1 *REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION***

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

### **7.2 *CHANGES TO PROJECT OR OTHERWISE***

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

## **8. INDIGENOUS CONSULTATION**

### **8.1 INDIGENOUS CONSULTATION**

Canada agrees that a legal duty to consult does not arise for this Project.

### **8.2 CHANGES TO PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.
- b) The Recipient agrees that:
  - i. the Recipient will consult with Indigenous communities that might be affected by the Project. Specifically, the Recipient will
    - a. explain the Project to the Indigenous communities, including Canada's funding role, and
    - b. provide a report to Canada, which will include:
      - 1) a list of all Indigenous communities contacted;
      - 2) a summary of all communications with the Indigenous communities;
      - 3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
      - 4) any other information Canada may consider appropriate.
  - ii. accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
  - iii. no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

## **9. CLAIMS AND PAYMENTS**

### **9.1 PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after Final Claim Date, unless otherwise accepted by Canada.

- c) Canada will not pay any claims until the requirements under Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

## 9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

## 9.3 **FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit a final claim to Canada by Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 d) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);

- iv. any reporting due in accordance with Schedule C (Reporting Requirements);
  - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
  - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
  - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

#### 9.4 ***RETENTION OF CONTRIBUTION***

Canada will retain ten percent (10%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

#### 9.5 ***DECLARATION OF SUBSTANTIAL COMPLETION***

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

### **10. REPORTING**

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

## **11. INFORMATION MANAGEMENT**

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including section 10 (Reporting) and any other obligations of the Recipient as requested by Canada.

## **12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

### **12.1 RECIPIENT AUDIT**

- a) Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.

### **12.2 INTENTIONALLY OMITTED**

### **12.3 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

### **12.4 CORRECTIVE ACTION**

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

### **12.5 RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

### **12.6 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

## **13. COMMUNICATIONS**

### **13.1 COMMUNICATIONS PROTOCOL**

The Parties will comply with Schedule E (Communications Protocol).

### **13.2 RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

### **13.3 PUBLIC INFORMATION**

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

## **14. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

## **15. DEFAULT**

### **15.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this



Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;

- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

## 15.2 **DECLARATION OF DEFAULT**

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

## 15.3 **REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

## 16. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

### 16.1 **DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### 16.2 **LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;



- b) any damage to or loss or destruction of property of any Person; or
  - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Agreement or the Project.

### 16.3 **INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## 17. DISPOSAL OF ASSETS

- a) The Recipient will:
  - i. where the Recipient owns the Asset, retain title to and ownership of an Asset or part of an Asset for the Asset Disposal Period; or
  - ii. retain all necessary rights, interests, and permissions in Non-owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

## 18. GENERAL

### 18.1 ***PUBLIC BENEFIT***

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

### 18.2 ***SURVIVAL***

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

### 18.3 ***ACCOUNTING PRINCIPLES***

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

### 18.4 ***DEBTS DUE TO THE FEDERAL CROWN***

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

**18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

**18.6 SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

**18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**18.8 CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

**18.10 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

**18.11 ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

#### 18.12 **COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in “PDF” form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

#### 18.13 **SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

#### 18.14 **AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B.2 (Project Budget) which do not result in an increase to the maximum amount of Canada’s contribution under section 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

#### 18.15 **WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

#### 18.16 **NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail or email, to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Senior Director, Green and Inclusive Community Buildings Program  
Department of Housing, Infrastructure and Communities  
1100 - 180 Kent Street  
Ottawa, Ontario  
K1P 0B6  
[gicbp-pbcvi@inf.gc.ca](mailto:gicbp-pbcvi@inf.gc.ca)

Recipient:

Emily Cormier, Sustainability Coordinator  
The Corporation of the City of Sault Ste. Marie  
99 Foster Drive,  
Sault Ste. Marie, Ontario,  
P6A 5X6  
[e.cormier2@cityssm.on.ca](mailto:e.cormier2@cityssm.on.ca)

- b) Such notice will be deemed to have been received:
  - i. in person, when delivered;
  - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
  - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

#### 18.17 **COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

#### 18.18 **GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

#### 18.19 **SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

### 19. **INTELLECTUAL PROPERTY**

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from Third Parties who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the

intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, information related to the Project including reports, photos and videos provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program or any other future program administered by Canada.

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## 20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada and on behalf of The Corporation of the City of Sault Ste. Marie by the [TITLE].

HIS MAJESTY THE KING IN RIGHT  
OF CANADA

THE CORPORATION OF THE CITY  
OF SAULT STE. MARIE

\_\_\_\_\_  
Per: David Mac Donald  
Director General, Resilient and  
Innovative Communities

\_\_\_\_\_  
Per: [NAME ]  
[TITLE]

Date \_\_\_\_\_

Date \_\_\_\_\_

I have the authority to bind the  
Recipient.

*[If Recipient requires more than one  
signature to execute the agreement,  
use:]*

\_\_\_\_\_  
Per: [NAME ]  
[TITLE]

Date \_\_\_\_\_

I have the authority to bind the  
Recipient.

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## **SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### ***SCHEDULE A.1: ELIGIBLE EXPENDITURES***

Eligible Expenditures must:

1. be necessary and directly related to the Project, as determined by Canada;
2. be incurred between April 1, 2021 and on or before the Final Claim Date; and
3. consist of the following categories of expenditures:
  - a) costs to build, renovate, expand or improve fixed capital assets and community buildings;
  - b) fees paid to professionals, technical personnel, consultants and contractors specifically engaged for the purpose of the renovation, expansion or improvement work or new builds of eligible infrastructure, including planning and energy audit costs;
  - c) costs of environmental assessments, monitoring and follow up activities as required by the *Impact Assessment Act* or equivalent legislation;
  - d) costs associated with a public announcement and official ceremony or of required temporary or permanent signage that includes the cost of creation and posting of signage;
  - e) costs for the purpose of Indigenous consultation/engagement activities;
  - f) other costs that are considered to be direct and necessary for the successful implementation of the Project and that are approved in advance by Canada;
  - g) salaries, wages and other incremental costs (i.e. materials or equipment) of the Recipient provided that:
    - i. the Recipient confirms and substantiates that it is not economically feasible to tender a contract;
    - ii. the costs are incurred and directly in respect to the work that would have been subject of the contract;
    - iii. costs are approved in advance and are included (in a contribution agreement).

### ***SCHEDULE A.2: INELIGIBLE EXPENDITURES***

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- a) project costs incurred prior to April 1, 2021, or after the Final Claim Date;
- b) services or work that is normally provided by the Recipient or a related party;
- c) salaries and other employment benefits of any employees of the recipient except as outlined above in Eligible Expenditures;
- d) in-kind contributions (goods or services);
- e) taxes, such as GST and HST, for which the recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) cost of leasing of equipment by the recipient except for as indicated in Eligible Expenditures, above;
- g) legal fees;

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- h) purchase or lease of real property (land or building), or any interest therein, and related costs;
- i) collateral on mortgage financing and payment of interest charges;
- j) structural renovations not specific to the Project;
- k) costs related to marketing activities and business promotion;
- l) costs for activities intended to directly influence/lobby governments;
- m) operations and maintenance costs; and
- n) other costs not specifically related for the Project.

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## **SCHEDULE B – THE PROJECT**

### ***SCHEDULE B.1: PROJECT DESCRIPTION***

For clarity, the Project description includes the information that the Recipient provided to Canada in support of its request for Project funding, including the RETscreen® information and the Project's Program funding application information provided through the Department of Housing, Infrastructure and Communities' online and accessible Program application portal ("Program Application Form") number AP-000003932.

#### **Project Description:**

The John Rhodes Community Centre Energy Retrofit and Accessibility Project, located at 260 Elizabeth Street, Sault Ste. Marie, ON, focuses on enhancing sustainability and accessibility through key improvements. This initiative includes upgrading the roof condenser and air handling units for better HVAC efficiency, and converting the entire facility to LED lighting. These changes aim to reduce greenhouse gas emissions and operating costs, aligning with Canada's climate goals. Additionally, accessible bleachers will be installed in the hockey arena to create an inclusive environment for families, seniors, and individuals with disabilities. Through these targeted upgrades, we seek to create a vibrant space that meets the diverse needs of our community.

#### **Objective(s):**

The ultimate goals of the Project are:

- Increase the building's energy efficiency.
- Increase the building's accessibility.

#### **Activities:**

The following activities will be undertaken in order to complete the Project:

- Install LED lighting and accessible bleachers; and
- Update the roof, condenser and air handling units.

#### **Project Outcomes:**

The Recipient will ensure that appropriate data collection processes are in place to enable the capture and reporting of the performance indicators used to measure the achievement of Project outcomes.

An update on Project outcomes using the performance indicators should be provided in each Annual Progress Report for multi-year projects, and in the Final Report. Some outcomes can only be measured after Project completion, in which case, they would be provided in the Final Report only.

In order to illustrate how the Project will contribute to economic, green and inclusive outcomes, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

1. Increased quality of community buildings in high-needs communities

2. Increased energy efficiency of existing community buildings
  - Total Estimated Fuel Savings: 13.6%
3. Reduced GHG emissions from community buildings
  - Estimated GHG Emission reduction: 203 tCO<sub>2</sub>
4. Employment opportunities are generated, including for underrepresented groups

### *Benefits to Underserved and High Needs Communities*

The Project aims to benefit the following communities that are underserved, including those with higher needs, and/or equity-deserving groups<sup>1</sup>:

- Persons with disabilities
- Seniors
- Racialized people
- Indigenous Peoples
- Youth
- Linguistic minorities
- Newcomers to Canada (Immigrants, Permanent Residents, Refugees)
- Women

The Project will benefit these communities by:

Community 1 (Persons with disabilities): The facility's multi-functionality makes it an essential resource for the community. It houses recreational programs that promote physical health and social engagement, catering to individuals of all ages and backgrounds. The upgrades planned through this Project will enhance accessibility, ensuring that everyone, including those with disabilities and seniors, can participate in activities without barriers. For instance, the installation of accessible bleachers in the hockey arena will create inclusive spaces for spectators, allowing everyone to enjoy community events.

Community 2 (Seniors): The Centre also plays a crucial role during emergencies, serving as an evacuation site and a cooling centre during heatwaves. These functions are especially important for vulnerable populations, including seniors and individuals with chronic health conditions who may require a safe space during extreme weather events. Upgrades to the facility will ensure that it remains equipped to handle such emergencies, providing a reliable resource for those in need.

Communities 3 - 5 (Racialized people, Indigenous Peoples, Youth): Targeted outreach and programming will be enhanced through the retrofit, specifically aimed at underserved groups. For instance, the facility plans to develop youth programs that engage Indigenous youth and marginalized groups in sports and cultural activities, promoting inclusivity and representation. The Centre will serve as a venue for

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<sup>1</sup> Equity-deserving groups are communities that experience significant collective barriers to participating in society. This could include communities that experience significant collective barriers to participating in society, such as: attitudinal, economic, environmental, historic, and/or social barriers based on age, sex, ethnicity, disability, economic status, family status, race, sexual orientation, gender identity or expression, etc.

workshops and events that celebrate diversity, helping to bridge gaps between different community segments.

Communities 6 - 7 (Linguistic minorities, Newcomers to Canada): Furthermore, linguistic minorities and newcomers to Canada will benefit from enhanced community engagement initiatives. By offering programs in multiple languages and incorporating cultural sensitivity training for staff, the Centre aims to create an inclusive environment that welcomes all residents, regardless of their background. This will help newcomers feel more connected to the community and provide them with opportunities to integrate and participate actively.

Community 8 (Women): Women and families will also see direct benefits from the project. Enhanced recreational facilities will offer safe and welcoming spaces for women and children to engage in sports and wellness activities. By creating a community that prioritizes health, safety, and inclusivity, the Centre will empower women and families to take an active role in their well-being.

### *Accessibility*

Based on the definitions of "disability" and "barrier" per the *Accessible Canada Act*, the Project will remove barriers and improve accessibility for persons with disabilities by meeting the accessibility standards as defined by the requirements in the Canadian Standards Association's Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-18) or its most recent version, the application of provincial or territorial building codes, or relevant municipal by-laws. The following accessibility improvements are proposed: installation of accessibility bleachers.

**SCHEDULE B.2: PROJECT BUDGET****Table 1:**

<b>Project Budget</b>	<b>Amount</b>
<b>Total Project Cost</b>	\$5,857,000
<b>Total Eligible Cost</b>	\$5,857,000

**Table 2:**

<b>Total Contribution from the Department of Housing, Infrastructure and Communities</b>	<b>Annual Breakdown</b>				
	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>2028-29</b>	<b>Total</b>
<i>GICB Contribution</i>	\$200,000	\$0	\$800,000	\$0	\$1,000,000

**Table 3: Other Sources of Funding**

<b>Cash</b>	
Province of Ontario	\$2,000,000
The Corporation of the City of Sault Ste. Marie	\$2,857,000
Sub-total Cash	\$4,857,000
<b>In-Kind Contributions</b>	
Sub-total In-Kind Contribution	\$0
<b>Total Other Sources of Funding</b>	<b>\$4,857,000</b>

**SCHEDULE B.3: CLAIM FREQUENCY TABLE**

<b>Payment Period</b>	<b>Required Documents</b>	<b>Frequency</b>	<b>Payment Date</b>
First Claim	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim).	After the Effective Date	Within thirty (30) calendar days of approval of required documents by Canada
Subsequent Claims	Interim Report (progress report, financial report including updated cashflow, Certificate of Compliance for Progress Claim)	Every six (6) months but not more frequently than every three (3) months	Within thirty (30) calendar days of approval of required documents by Canada
Year-end Claim	Annual report; financial report including updated cashflow of Eligible Expenditures incurred up to March 31, along with an estimate of expenses incurred up to March 31 but not yet submitted to the Department of Housing, Infrastructure and Communities; Certificate of Compliance for Progress Claim	On or before two (2) business days after March 31.	Within forty-five (45) calendar days of approval of required documents by Canada.
Final Claim (including holdback)	Final Report (as described in Schedule C)	Final Claim Date	Within thirty (30) calendar days of approval of required documents by Canada

## SCHEDULE C – REPORTING REQUIREMENTS

***\*The Recipient should contact the Canada Program Officer, to receive the most up-to-date reporting forms, before submitting them to Canada, since they're updated by Canada, from time to time.***

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program. For example, reports on progress toward climate-focused objectives, Community Employment Benefits, etc.

### **SCHEDULE C.1: INTERIM REPORT**

- a) The Recipient will submit interim reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The progress report must include at a minimum:
  - i. Recipient name, Project title and Project identification number;
  - ii. Reporting period dates;
  - iii. Construction dates;
  - iv. summary of Project activities and progress achieved to date;
  - v. an update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
  - vi. planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
  - vii. confirmation of the Project's installed signage, if applicable; and
  - viii. update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
  - i. Recipient name, Project title and Project identification #;
  - ii. Reporting period dates; and
  - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).



- f) The Interim Report will be attested by:
  - i. a senior designated official, duly authorized by the Recipient; and
  - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

***SCHEDULE C.2: ANNUAL REPORT***

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
  - ii. Project title and Project identification number;
  - iii. Reporting period dates;
  - iv. Construction dates;
  - v. Confirmation of the Project's installed signage, if applicable;
  - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
  - vii. Summary of the implementation progress of the project, by project phase, including:
    - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
    - Planned Project activities for the upcoming Fiscal Year;
  - viii. Summary of employment created in the community as a result of the Project, including
    - Benefits to community
    - Community Employment Benefits, if applicable;
  - ix. Details of the funds and their management, including:
    - An updated Project budget forecast and cashflow for the next fiscal period;
    - Summary of Eligible Expenditures for the Project;
    - Summary of funding received through other sources; and
    - Financial statements for the period in question, if requested by Canada; and
  - x. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

### **SCHEDULE C.3: FINAL REPORT**

- a) The Recipient will submit a Final Report to Canada with the Final Claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than:

- i) six (6) months after the Project Completion Date; and
  - ii) three (3) months before the Agreement End Date.
- d) The content of the Final Report will include at a minimum:
- i. A general description of the Project's major achievements, including aggregated information and data identified in Annual Reports for the period of the Project;
  - ii. A completed Schedule F – Declaration of Substantial Completion; and
  - iii. Details of the funds and their management, including:
    - a description of Project activities and funds expended on Project activities for the period of the Project;
    - an audit conducted by an independent third party for the period of the Project;
    - results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
    - a reconciliation of financial reporting.

## SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE

### **SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_ (Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_ (Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

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**SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

[If applicable, add:]

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[If applicable, add:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.

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10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 d) (Commitments by the Recipient) is as follows:

[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]

11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.

12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### ***SCHEDULE E.1: PURPOSE***

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all communications activity planning, development and implementation to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement including any Projects funded under this Agreement.

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### ***SCHEDULE E.2: GUIDING PRINCIPLES***

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada.

### ***SCHEDULE E.3: GOVERNANCE***

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

### ***SCHEDULE E.4: PROGRAM COMMUNICATIONS***

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.



## DRAFT – for considerations

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative in the case of an event.
- f) As the Government of Canada has an obligation to communicate in English and French, Communications products developed and published by Canada related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* (<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>).

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

### **SCHEDULE E.5: INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the

use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada.” The Canada wordmark or digital sign must link to Canada’s website, at [www.housing-infrastructure.canada.ca](http://www.housing-infrastructure.canada.ca). The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.

- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [photo@infc.gc.ca](mailto:photo@infc.gc.ca) along with the Project’s name and location.

#### **SCHEDULE E.6: OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: “This project is funded in part by the Government of Canada”. Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

#### **SCHEDULE E.7: SIGNAGE**

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors’ funding at each Project site in accordance with current federal signage guidelines. The sign’s design, content, and installation guidelines are published on the Department of Housing, Infrastructure and Communities’s website, at <http://www.housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per Schedule C) (Reporting Requirements).

**SCHEDULE E.8: ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising (<https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/technical-specifications/advertising.html>). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

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## SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing and Infrastructure and Minister responsible for Pacific Economic Development Canada, and [RECIPIENT] (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the [PROJECT NAME] Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_,

Province/Territory of \_\_\_\_\_, declare as follows:

1. I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2.
  - a) I have received the following documents for the [PROJECT NAME] Project:
    - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
    - ii. [...]
  - b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the \_\_\_\_\_ day of the \_\_\_\_\_ 20\_\_.

*[Insert #3, if applicable:]*

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a

\_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]

ii. [...]

*[Insert #4, if applicable:]*

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the **[LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]**:

i. **[LIST NAME OF RELEVANT DOCUMENT]** signed by \_\_\_\_\_ (Name), an \_\_\_\_\_ (Profession, e.g. environmental consultant or other applicable professional).

ii. [...]

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City/Town), in \_\_\_\_\_  
(Province/Territory)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

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

**BY-LAW 2025-174**

**ENGINEERING:** A by-law to authorize the execution of the Agreement between the City and Tulloch Engineering Inc. for design and contract administration for the 2026 Aqueduct Repairs contract.

**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 December 15, 2025 between the City and Tulloch Engineering, a copy of which is attached as Schedule "A" hereto. This Agreement is for design and contract administration for the 2026 Aqueduct Repairs contract.

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 15th day of December, 2025.

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**MAYOR – MATTHEW SHOEMAKER**

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**CITY CLERK – RACHEL TYCZINSKI**

Schedule "A"

Association of Consulting Engineering Companies (Ontario)

# CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2024  
(VERSION 4.0)

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Association of Consulting Engineering Companies (Ontario)  
in partnership with the Municipal Engineers Association

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**AGREEMENT**

Dated the 15 day of December, 2025

BETWEEN

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

(hereinafter the “**Client**”)

AND

**Tulloch Engineering Inc.**

(hereinafter the “**Engineer**”)

**WHEREAS** the Client intends to: *(describe Project below)*

**Replace three 15m long segments of the small (west) Central Creek Aqueduct.**

(hereinafter the “**Project**”)

**AND WHEREAS** the Client has requested the Engineer to furnish professional Services in connection with the Project, and the Engineer desires to perform such Services.

**NOW THEREFORE**, in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

### **Agreement**

The Agreement means this written agreement between, and as executed by, the Client and the Engineer.

### **Additional Services**

Additional Services are services that are not included or contemplated as part of the Services to be provided under this Agreement at the time of its execution and which may be added to the Services upon the written agreement of the Client and the Engineer.

### **Arbitration Act**

Arbitration Act means the *Arbitration Act, 1991*, S.O. 1991, C. 17, and the regulations made thereunder, as may be amended.

### **Budget of the Work**

The Budget of the Work is the maximum amount the Client is prepared to spend on the Work, including contingency allowances, if any.

### **Business Day**

Business Day means any day other than a Saturday, Sunday, a statutory holiday, a statutory vacation day that is observed by the construction industry in the area of the Site, a statutory holiday observed by municipalities in the Province of Ontario, a statutory holiday in the area of the Site, or a statutory holiday in the Province of Ontario.

### **Change**

Change has the meaning given to it in Subsection 1.3.1 of this Agreement.

### **Claims**

Claims has the meaning given to it in Subsection 1.12.1 of this Agreement.

### **Client**

Client means the person identified as such in the Recitals hereof.

### **Consequential Damages**

Consequential Damages means (i) any consequential, indirect, exemplary, or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or

profits, standby time, interest expenses, overhead, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

### **Construction Act**

Construction Act means the *Construction Act*, RSO 1990, c C.30, and the regulations made thereunder, as may be amended.

### **Construction Contract**

Construction Contract means any contract or written agreement between the Client and a Contractor for performance of all or part of the Work.

### **Construction Documents**

Construction Documents means all documents related to performance of the Work issued by or through the Engineer or Client and which shall be incorporated by the Client into the Construction Contract. The Construction Documents include all variations and modifications thereto as issued by or approved by the Engineer.

### **Contract Documents**

Contract Documents are those documents identified in Subsection 1.1.1 of this Agreement, as may be amended by the parties in writing from time to time.

### **Contractor**

A Contractor is a person or entity that has contracted with the Client under a Construction Contract to perform all or part of the Work.

### **Cost of the Work:**

Cost of the Work means the total actual cost incurred by the Client, including the actual cost of all materials, equipment, labour and contractors' overhead and profit and any applicable fees, tariffs or levies, for completion of the Work for which the Engineer prepares Deliverables under this Agreement. The Cost of the Work shall not include any fees and disbursements due to the Engineer under this Agreement, the Client's engineering and office expenses, or the cost of land. Where applicable, the following shall apply when determining the Cost of the Work:

- (i) Wherever the Client furnishes labour or other service which is incorporated in the Work, the current price of labour or other service when the Work was executed shall be used to compute the Cost of the Work.
- (ii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work, subject to approval by the Client.

- (iii) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

For certainty, Cost of the Work excludes Value Added Taxes.

### **Deliverables**

Deliverables are the designs, drawings, plans, models, specifications, studies, reports, photographs, sketches, graphic representations, materials, software, concepts, products, processes, surveys, calculations and other data, information and deliverables, in any form (including in hard copy or electronic form), prepared by or on behalf of the Engineer as part of the Services.

### **Engineer**

Engineer means the person identified as such in the Recitals hereof.

### **Engineer's IP**

Engineer's IP means all patents, trademarks, copyrights, industrial or other intellectual property rights arising or resulting from performance of the Services, including those which are developed, patentable, capable of trademark, first reduced to practice or otherwise produced by or resulting from the Services rendered by the Engineer. For certainty, Engineer's IP includes any and all intellectual property rights in the Deliverables.

### **Engineer's Staff**

Engineer's Staff has the meaning given to it in Subsection 1. of this Agreement.

### **Force Majeure**

Force Majeure means an event which causes a party to be delayed in performing, or unable to perform, its obligations under this Agreement in whole or in part, and which meets all of the following criteria: (a) the event and its effects are beyond such party's reasonable control; (b) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (c) the event and its effects do not result from such party's impecuniosity or negligence. For certainty, the following events shall constitute events of Force Majeure:

- (i) fire, unusual delay by common carriers or unavoidable casualties;
- (ii) act of God, war, civil commotion, rebellion, terrorism, revolution, insurrection, military or usurped power, hostilities (whether war be declared or not), invasion, or acts of foreign enemies;
- (iii) labour dispute, strike, lockout or picketing;
- (iv) action or inaction by a government authority;

- (v) abnormally adverse weather conditions; and
- (vi) pandemics, epidemics or other public health emergencies (including those resulting from diseases, influenzas, coronaviruses and other viruses) and related governmental actions (including quarantines, business closures and travel restrictions relating to public health emergencies).

## **OHSA**

OHSA means the *Occupational Health and Safety Act*, RSO 1990, c. O.1, and the regulations made thereunder, as may be amended.

## **Other Municipality**

Other Municipality means a municipality as defined under the *Municipal Act, 2001*, SO 2001, c. 25, as may be amended, that is located within the Province of Ontario and that is not the Client.

## **Professional Engineers Act**

Professional Engineers Act means the *Professional Engineers Act*, RSO 1990, c. P.28, and the regulations made thereunder, as may be amended.

## **Project**

The Project is the total endeavour contemplated under this Agreement as identified in the Recitals hereof and of which the Services and the Work may be the whole or a part.

## **Recitals**

The Recitals include all information set out on the first page of this Agreement.

## **Schedule**

The Schedule means the schedule for performance of the Services set out in Subsection 1.10.1.

## **Services**

The Services are those services to be provided by the Engineer as set out in Article 2 of this Agreement.

## **Shop Drawings**

Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor or by others to illustrate details of portions of the Work.

**Site**

The Site is the site or location of the Work as identified in the Contract Documents and includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**Subconsultant**

A Subconsultant is any person or entity that has entered into a contract or written agreement with the Engineer for performance of all or part of the Services.

**Sublicense**

Sublicense has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

**Sublicensee**

Sublicensee has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

**Standard of Care**

The Standard of Care means the degree of care, skill and diligence normally provided by a reasonable and prudent engineer providing comparable services for projects of a similar nature at the same time and in the same or similar locale as the Project, including as required by the Professional Engineers Act.

**Value Added Taxes**

Value Added Taxes means those taxes as shall be levied upon costs, fees and expenses, including the Engineer's compensation, by the federal or any provincial or territorial government and is computed as a percentage of such compensation, costs, fees and expenses and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

**Work**

The Work is the total construction and related services required by the Construction Contract, but does not include the Services or the services of other consultants engaged by the Client for the Project.

## ARTICLE 1 – GENERAL CONDITIONS

### 1.1 The Agreement

- 1.1 The Agreement is made up of the following terms, conditions, schedules and other documents, which form part of and are incorporated into the Agreement and which, in the event of conflict, shall have the following order of priority, from highest to lowest:

1. Supplementary Conditions;
2. Recitals;
3. Definitions;
4. Article 1 – General Conditions;
5. Article 2 – Services To Be Provided;
6. Article 3 – Fees And Disbursements;

The following additional attachments:

7. Schedule A: Supplementary Conditions
8. Schedule B: TULLOCH Proposal

### 1.2 The Services

- 1.2.1 The Client hereby retains the Engineer for performance of the Services in connection with the Project, and the Engineer agrees to provide such Services in accordance with the Standard of Care and the Contract Documents, and for the compensation as set out in Article 3 to this Agreement.
- 1.2.2 The Engineer represents that it is a person or entity licensed to practice in the Province of Ontario and, as such, the Client acknowledges that the Engineer has obligations under law and pursuant to the Engineer's professional status, which include requirements to exercise judgement and ensure public safety.
- 1.2.3 The Engineer shall not be responsible for:
- .1 performance of the Construction Contract or for any Contractor or other person's failure to carry out the Work in accordance with the Construction Contract;
  - .2 performance of the Work or of any other services by any Contractor, other consultant of the Client, or other person outside the Engineer's control;



- .3 control of the means, methods, techniques, schedules, sequences or procedures of construction for the Work or Project; or
  - .4 commissioning or startup of equipment for the Work or Project;
- 1.2.4 Where the Services include administration of a Construction Contract by the Engineer each of the following shall apply:
- .1 The Engineer shall have authority to act on behalf of the Client, but only to the extent set out in the Contract Documents. Such authority may only be modified by written consent of the Engineer and Client.
  - .2 The Engineer shall have authority to:
    - (i) reject Work that is not in conformity with the Construction Contract;
    - (ii) require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed; and
    - (iii) order minor adjustments in the Work that are consistent with the intent of the Construction Contract provided such adjustments do not involve an adjustment to the Client's costs under the Construction Contract or to the schedule requirements of the Construction Contract.
  - .3 The Engineer shall be included on all relevant communications, written and otherwise, between the Client and any Contractor and between the Client and any other consultants engaged on the Project.
  - .4 Notwithstanding express or implied acceptance by the Engineer of the Work or services performed by a Contractor or other consultant engaged by the Client, such persons shall remain responsible to the Client for the proper performance of the Work or their services, as applicable.
  - .5 The Engineer's review of Shop Drawings shall be restricted to checking general conformance with information given and the design concept expressed in the Construction Documents, and shall not be relied on for determining the feasibility or constructability of the Work detailed within the Shop Drawings or the accuracy or completeness of instructions for installation.
- 1.2.5 Where the Services include issuance by the Engineer of any certificate for payment under a Construction Contract, such issuance shall constitute a representation by the Engineer that, based on visits to the Site at intervals appropriate to the progress of the Work as determined by the Engineer in its professional judgment and on review of the Contractor's schedule of values and application for payment:
- .1 the Work has progressed to the value indicated;

- .2 to the best of the Engineer's knowledge, information and belief, the Work observed is in general conformity with the Construction Contract; and
- .3 the Contractor is entitled to payment in the amount certified.

For certainty, issuance of a certificate of payment shall not be a representation that the Engineer has investigated or examined the Contractor's use of the funds paid by the Client or that the Contractor has complied with its legal obligations.

- 1.2.6 The parties shall each advise the other in writing of their requirements in connection with the Project, which shall include for the Client, advising the Engineer of the Budget of the Work and any scheduling or time constraints, and for the Engineer, advising of all information, documents and data required for performance of the Services.
- 1.2.7 The Engineer shall not be liable for any changes to the Services resulting from undisclosed, undiscovered, or unknown conditions at the Site, including those resultant from the discovery of hazardous or toxic substances at the Site. Should the Engineer observe or discover any condition at the Site that materially differs from the Contract Documents, it shall promptly notify the Client in writing of such observation or discovery and the nature of the changes to the Services that may be required, and shall not proceed with the change until approved by the Client.

### **1.3 Changes and Additional Services**

- 1.3.1 The parties acknowledge that, from time to time, circumstances may dictate a need to delete, extend, increase, vary or otherwise alter the Services as originally contemplated in this Agreement (a "**Change**"). Where a party identifies such need for Additional Services, that party shall, within seven (7) calendar days after becoming aware of the Change, notify the other party setting out the facts and circumstances giving rise to the Change. Where the parties agree that Additional Services are required, the parties shall record their agreement in writing and such Additional Services shall be performed on a "time" basis as set out in Subsection 3.1.5, or as otherwise agreed by the parties in writing.
- 1.3.2 Where the Client does not agree there has been a Change or that Additional Services are warranted, or where the Client requires the Engineer to proceed with Additional Services before agreement can be reached regarding any resultant adjustments to the Schedule or the Engineer's compensation under this Agreement, the Client may issue a written direction to the Engineer requiring the Engineer to proceed with such Additional Services. Within five (5) Business Days of receipt of such direction, the Engineer shall provide the Client with written notice of any anticipated impacts to the Engineer's remuneration or the Schedule, including estimates of such impacts.
- 1.3.3 The parties shall resolve any dispute in respect of a Change in accordance with Section 1.14, and shall otherwise continue to perform all Services and obligations which are not subject to dispute.
- 1.3.4 Where the Engineer reasonably considers emergency services to be necessary in order to meet its professional obligations, the Engineer shall promptly notify the Client and shall

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undertake such services as Additional Services and the costs for such services shall be recoverable by the Engineer in accordance with this Section 1.3.

- 1.3.5 If the Engineer intends to make a claim for an increase to its compensation under this Agreement, or if the Client intends to make a claim against the Engineer for a credit or reduction to the Engineer's compensation under this Agreement, the party that intends to make such a claim shall give written notice to the other party of its intent to claim within ten (10) Business Days of becoming aware of the event or series of events giving rise to the claim. The written notice to be given pursuant to this Subsection 1.3.5 shall include all details and supporting documentation regarding the claim available at such time and the claiming party shall thereafter submit all such details and supporting documentation to the other party within five (5) Business Days of such details and supporting documentation becoming known or available, as applicable. Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this Subsection 1.3.5 and such failure prevents the Client or Engineer from mitigating or minimizing Claims resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.
- 1.3.6 For certainty, in no event shall the Engineer be obligated to perform Additional Services unless it has first received written direction to do so from the Client.

#### **1.4 Client Obligations**

- 1.4.1 The Client acknowledges that it shall promptly fulfill its obligations as set out under this Agreement in order to allow the Engineer's efficient performance of its Services in accordance with the Schedule.
- 1.4.2 The Client acknowledges that, in order to avoid any delay, it shall promptly examine and respond to requests for information or decisions submitted by the Engineer.
- 1.4.3 The Client further agrees that it shall include the Engineer in any value analysis and preparation of the estimates of the Cost of the Work.
- 1.4.4 Unless otherwise set out in the Contract Documents, it shall be the responsibility of the Client to obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 1.4.5 Additional obligations of the Client, if any, are set out in Article 2.

#### **1.5 Staff and Subconsultants**

- 1.5.1 Prior to commencement of the Services, the Engineer shall provide the Client with a list of its staff to be employed on the Project, including the Engineer's principals and executives (the "**Engineer's Staff**"). The Engineer shall employ only competent personnel who will be under the supervision of a senior member of the Engineer's Staff. The Engineer shall give the Client written notice of any changes to the Engineer's Staff and the Client and the Engineer shall work cooperatively to address any issues associated with changes to the Engineer's Staff.

1.5.2 The Engineer may engage Sub-Consultants for specialized services provide that prior approval is obtained, in writing, from the Client and may add a mark-up of 5 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.5.3 To the extent expressly specified as part of the Services, the Engineer shall coordinate the activities of other consultants engaged by the Client in respect of the Project.

## **1.6 Contract Documents**

1.6.1 Subject to Section 1.7, Project drawings and documents, or copies thereof, shall be shared between the parties as needed at no cost.

1.6.2 The Client agrees to provide the following to the Engineer, and will ensure that it notifies the Engineer of any changes in information as available and relevant in respect of the Services and the Work:

- .1 a copy of the Contract Documents;
- .2 information required for cost estimating, if applicable, as determined at the Client's discretion;
- .3 the Budget of the Work; and
- .4 all background documents available to the Client that are required by the Engineer for the execution of the Services and the Work.

1.6.3 The Engineer shall be entitled to rely upon the accuracy and completeness of records, information, reports, recommendations, surveys, data and specifications provided by the Client. Notwithstanding the foregoing, the Engineer confirms that it has reviewed the Contract Documents and, to the best of its knowledge, information and belief, has found no errors, omissions, inconsistencies or discrepancies. If the Engineer finds errors, omissions, inconsistencies or discrepancies in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Engineer shall at once notify the Client in writing. The Client agrees that it shall promptly inform the Engineer by written notice if it becomes aware of any nonconformity with the requirements of the Construction Documents. Nothing in this Subsection 1.6.3 shall relieve the Engineer of responsibility for the Engineer's own errors and omissions.

## **1.7 Deliverables, Intellectual Property, Licensing**

1.7.1 The Client shall give due consideration to all Deliverables submitted by the Engineer, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay performance of the Services as required by this Agreement. The Client shall promptly notify the Engineer in writing in the event that the Client discovers any error, omission or inconsistency in the Deliverables.

- 1.7. The Engineer shall retain ownership of the Engineer's IP. The Deliverables shall be and remain the property of the Engineer. The parties acknowledge and agree that the Engineer shall retain original copies of the Deliverables and any parts of the Construction Documents created by the Engineer, which the Client has not specifically commissioned and paid for. The Client is entitled to keep a copy of the Deliverables for its records, and may only use the Deliverables and any such copies in accordance with the license rights granted under this Agreement.
- 1.7. Except in the event of termination of this Agreement by the Engineer pursuant to Subsection 1.11. and provided that the Client has paid all compensation due and owing to the Engineer under this Agreement, the Client shall have a permanent, non-exclusive and royalty-free license to:
- .1 Use and reproduce the Deliverables and any Engineer's IP therein in connection with the Work and Project, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to the Work and the Project.
  - .2 Use and reproduce the Deliverables and any Engineer's IP therein in connection with other works and projects of the Client that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to other works or projects of the Client.
  - .3 ~~Grant sublicenses (each, a "Sublicense") to Other Municipalities (each, a "Sublicensee") for use and reproduction of the Deliverables and any Engineer's IP therein in connection with works and projects of Other Municipalities that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to such works or projects of Other Municipalities. Each Sublicense shall be subject to an agreement on terms and conditions consistent with the terms of and conditions of the license granted under Subsection 1.7.3.1 and is no more permissive than such license. For clarity, no Sublicense shall include the right to grant further sublicense under the Deliverables or any Engineer's IP therein. The Client shall be responsible for ensuring that each Sublicensee complies with the terms and conditions of any sublicense agreement to which the Sublicensee is a party. Any act or omission of a Sublicensee which would be a breach of this Agreement if performed by the Client shall be deemed to be a breach by the Client.~~
- 1.7.4 Any and all license rights granted under Subsection 1.7.3 are subject to the following conditions which are expressly acknowledged and agreed to by the Client:
- .1 No license granted is exclusive with respect to the Engineer's IP and nothing in this Agreement shall be deemed to derogate from the Engineer's ownership and full right to use the Engineer's IP for any other site, work or project.
  - .2 Any alteration, modification or amendment to the Deliverables that is not performed by the Engineer (whether for the Work, the Project or any other work or project) shall be at



the Client's sole risk and the Client will not hold out that any such changes to the Deliverables were approved, reviewed or otherwise accepted by the Engineer.

- .3 The Engineer shall bear no liability in respect of any use of the Deliverables and any Engineer's IP therein for any location other than the Site or for any work or project other than the Work or the Project for which the Deliverables were intended and the Client shall indemnify the Engineer from and against any and all Claims in any way arising out of or related to: (i) alteration, modification or amendment to the Deliverables by the Client, any Other Municipality, the Client's and any Other Municipality's other consultants, contractors, subcontractors, suppliers, agents, employees or tenants, or any other person for whom the Client or Other Municipality (as applicable) is responsible at law; (ii) use of the Deliverables and any Engineer's IP therein in connection with any other work or project of the Client except the extent, if any, the Engineer performed services for such other work or project of the Client; and/or (iii) use of the Deliverables and any Engineer's IP therein by any Other Municipality for any other work or project of such Other Municipality, except to the extent, if any, the Engineer performed services for such other work or project of the Other Municipality. For certainty, the Client's liability for Claims under this Subsection 1.7.4.3 shall include the obligation to reimburse the Engineer for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.
- .4 The Client shall give the Engineer written notice of any Sublicense granted pursuant to Section 1.7.3.3 identifying the person to whom such Sublicense was granted and the intended use of such Sublicense within 30 calendar days of such Sublicense having been granted. For certainty, the right to grant Sublicenses pursuant to Section 1.7.3.3 is exclusive to the Client and does not include the right of any sublicensee to grant further sublicenses or sub-sublicenses to any Other Municipalities or other persons.
- 1.7.5 The Engineer represents and warrants that its Deliverables do not infringe the patent, copyright, trademark or other intellectual property rights of another person. The Engineer shall indemnify the Client in the event of any Claims suffered by the Client resultant from the Engineer's breach of this Subsection 1.7.5.
- 1.8 Confidential Information**
- 1.8.1 Neither party shall divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the other party in the course of carrying out their obligations under this Agreement. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the receiving party by a third party without obligation of confidentiality, which is independently developed by a party without access to the other party's information, or which is required to be disclosed by law or court order. No such received, confidential information shall be used by one party on any other project without the prior written approval of the other party.
- 1.8.2 Each party agrees to obtain the consent in writing of the other before publishing or issuing any confidential information regarding the Project.

## **1.9 Inspection, Records and Audit**

- 1.9.1 The Client, or persons authorized by the Client, shall have the right, upon reasonable notice and at all reasonable times during business hours, to inspect or otherwise review, at the offices of the Client, any and all documents and records in relation to the Services performed, or being performed, under the Project and at the Site.
- 1.9.2 Where Services are to be performed on a time and materials basis:
- .1 the Engineer shall keep a detailed record of the hours worked by staff employed for performance of the Services in order to provide data for the calculation of fees; and
  - .2 the Client may inspect the Engineer's applicable timesheets and records of expenses and disbursements at all reasonable times during business hours.
- 1.9.3 The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- 1.9.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate (i) all charges and payments under the Agreement and (ii) that all Deliverables were provided in accordance with the Agreement.

## **1.10 Time for Performance and Delays**

- 1.10.1 Unless agreed otherwise by the parties in writing, the Engineer shall:
- .1 commence the Services by January 5, 2026 and
  - .2 complete the Services upon the later of (i) October 30, 2026 or (ii) 1 year(s), 0 month(s), 0 week(s) after completion or abandonment of the Work.
- 1.10.2 The Engineer shall perform the Services expeditiously and in such sequence as the Client may reasonably require to ensure efficient and orderly progress of the Project and the Work and in accordance with the Schedule or any other schedule for such performance of the Services as agreed to by the parties in writing.
- 1.10.3 In the event that the start of the Project is delayed for sixty (60) calendar days or more in a manner that materially affects the ability to deliver the Services for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the Agreement before the commencement of the Project.
- 1.10.4 Except with respect to payment obligations already in process, neither party shall be liable for any delay or failure in performance of their respective obligations under this Agreement to the extent caused by or resultant from an event of Force Majeure.

1.10.5 Upon the occurrence of a Force Majeure event, the impacted party shall notify the other in writing with reasonable promptness and, in any event, no later than seven (7) calendar days after becoming aware of the Force Majeure event, explaining the facts and circumstances and the Client and Engineer shall then cooperate to establish a mutually acceptable revision to the timing for performance of the subject obligation, including to the Schedule, as necessary and applicable.

## **1.11 Suspension or Termination**

1.11.1 The Client may, at any time upon fourteen (14) calendar days' written notice, suspend the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to safely close out their Services, and otherwise suspend all operations in respect of its Services or such part of the Services which may be identified as suspended. In such an event, and except to the extent that the suspension was required as a result of the Engineer's negligence or breach of this Agreement, the Engineer shall be entitled to payment for the direct costs reasonably incurred by the Engineer as a direct result of such suspension, and the Schedule shall be extended for such reasonable time as the Client and Engineer may together decide. In no event shall such costs include Consequential Damages. The Engineer will make every effort to mitigate costs, expenses and impacts to the Client resultant from suspension.

1.11.2 If the period of suspension is ninety (90) calendar days or less, upon notification by the Client, the Engineer will resume the performance of the Services as soon as practicable and in any event within seven (7) calendar days in accordance with the terms of the Agreement. If the period of suspension exceeds ninety (90) calendar days, no Services will be resumed or be completed in accordance with the terms of the Agreement prior to the parties having agreed upon the resumption and its terms and conditions, unless the suspension was required as a result of the Engineer's negligence or breach of this Agreement in which case the Engineer's agreement is not required. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination and Subsection 1.11.5.2 shall apply.

1.11.3 Without limiting the rights and obligations in Subsection 1.11.2, where an event of Force Majeure resulting in suspension of the Services continues for a period of ninety (90) calendar days or more, the Engineer shall not resume the Services until the parties have agreed upon the terms and conditions for their resumption. The parties shall work cooperatively to endeavour to reach an agreement. Failing such agreement, either party may elect to terminate the Agreement upon provision of ten (10) Business Days' written notice to the other.

1.11.4 Either party may terminate this Agreement:

- .1 upon seven (7) calendar days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) calendar days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Agreement; or



- .2 immediately upon notice if the other party becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favour of its creditors, or if all or any part of its property is put under receivership.
- .3 Upon such termination by either party, unless due to negligence, the Client shall pay the Engineer for all Services performed to the date of termination.

Where such termination is by the Engineer, the Client shall also reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages.

1.11. In addition to the foregoing, the Client may terminate this Agreement as follows:

- .1 upon notice, if the Project is lawfully interrupted for more than ten (10) calendar days pursuant to an ordinance originating with a court or public authority having jurisdiction, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination; or
- .2 for convenience by giving the Engineer fourteen (14) calendar days' prior written notice of its intention to terminate, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination and to reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages; or
- .3 immediately upon notice of the death of the Engineer if the Engineer is an individual and deceases before their Services have been completed, in which case the Client shall pay for the Services duly performed up to rendered and disbursements incurred by the Engineer to the date of such termination.

1.11.6 All representations, indemnities, obligations of confidentiality and other obligations under this Agreement that by their nature are intended to survive termination shall so survive termination or expiration of this Agreement.

## 1.12 Indemnification

1.12.1 The Engineer shall indemnify the Client, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, demands, losses, settlements, costs, expenses, penalties, damages, actions, suits, or proceedings ( **Claims**) arising from or caused by the Engineer's negligent acts, errors or omissions or breach of this Agreement or non-performance of its obligations under this Agreement. For certainty, the Engineer's liability for Claims under this Subsection 1.12.1 shall include the obligation to reimburse the Client for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

1.12. Each party shall indemnify the other, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any Claims by third parties that arise out of or are attributable to this Agreement or the Services, including Claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

tangible property, to the extent that such Claims are attributable to or caused by the negligence or willful misconduct of the indemnifying party or anyone for whose acts the indemnifying party is responsible in law.

1.12.3 In no event shall either the Client or the Engineer be liable to the other, or their respective directors, officers or employees, for Consequential Damages arising out of or related to this Agreement, the Project, the Work or the Services.

1.12.4 The parties' liability for any and all Claims whatsoever, including, without limitation, in tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with this Agreement shall be limited as follows:

- .1 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is to be provided pursuant to Section 1.13, to the amount of such insurance that is required to be held for one claim or occurrence pursuant to Section 1.13.
- .2 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is not required to be provided pursuant to Section 1.13, to the total compensation to be paid to the Engineer pursuant to this Agreement.
- .3 in respect to Claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of Claims advanced by third parties, the limits set forth in Subsections 1.12.4.1 and 1.12.4.2 above shall apply.

1.12.5 To the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of the Client or Engineer shall have personal liability under any provision of this Agreement or for any matter in connection with the Services provided.

### 1.13 Insurance

1.13. The Engineer shall provide and maintain at its sole expense the insurance coverage stipulated in this Agreement. Insurance is to be carried through locally licensed insurers with a minimum A Best rating or as otherwise acceptable to the Client. Certificates of insurance showing the following coverages shall be provided by Engineer upon request:

- .1 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be carried in the amount of \$ \_\_\_\_\_ per occurrence and \$ \_\_\_\_\_ in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The Engineer shall include the Client as an "Additional Insured" and provide a waiver of subrogation in their favour.
- .2 **Automobile Insurance:** If used in the performance of the Engineer's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$ \_\_\_\_\_ including any owned, leased, hired and non-owned automobiles.

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- .3 **Professional Liability Insurance:** Professional Liability Insurance shall be carried in the amount of \$ \_\_\_\_\_ per claim and \$ \_\_\_\_\_ in the aggregate. Insurance must be carried for a minimum of three years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.
- .4 **Cyber Liability Insurance:** If there is exposure of the Engineer to confidential or personal data, Cyber Liability Insurance, with limits of at least \$ \_\_\_\_\_ per claim and \$ \_\_\_\_\_ in the aggregate, to be maintained for the duration of this Agreement. Cyber liability is to respond to privacy and network security liability claims including:
- (i) Liability arising from theft, dissemination, and/or use of confidential information regardless of how the information is stored or transmitted.
  - (ii) Liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems, including denial of service, unless caused by a mechanical or electrical failure.
  - (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or their person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
  - (iv) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.
- .5 **Worker's Compensation:** The Engineer shall provide evidence of compliance with workers' compensation legislation at the Site.

1.13.2 **Additional Coverage:** If the Client requests to have the amount of coverage increased from that detailed in the Contract Documents or requests other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement.

1.13.3 It is understood and agreed that the coverage provided by the foregoing policies will not be materially changed or cancelled by the Engineer until thirty (30) calendar days' written notice to the Client of such material change or cancellation has been delivered.

1.13.4 The Client shall ensure that, where applicable, its other consultants have adequate insurance in respect of the services they will provide for the Project, including with respect to professional liability insurance.

1.13.5 For the purpose of meeting the limit of insurance required in Subparagraphs 1.13.1.1 and 1.13.1.2, the Engineer may use a combination of Commercial General Liability/Automobile Liability supported by Umbrella Liability or Excess Liability to meet the required limits of insurance.

## 1.14 Dispute Resolution

1.14.1 Subject to the Construction Act and all applicable laws, the parties agree that all disputes in respect of this Agreement or the Services shall be addressed as set out in this Section 1.14. Notwithstanding any dispute, it shall be the responsibility of each party to continue to perform its obligations under this Agreement pending resolution of such disputes.

### 1.14.2 Negotiation.

- .1 In the event a matter of difference arises between the Engineer and the Client in relation to the Agreement, the grieved party shall send a written notice of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall provide a written response to the grieved party within ten (10) Business Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- .2 The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- .3 In the event of failure by the Engineer and the Client to reach agreement within ten (10) Business Days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Subsection 1.14.3 herein unless either party elects to terminate the negotiations and forego mediated negotiations by giving written notice to the other party within such ten (10) Business Days of receipt of the responding party's reply.

### 1.14. Mediation.

- .1 Where neither party has given written notice foregoing mediated negotiations pursuant to Subsection 1.14.2.3, this Subsection 1.14.3 shall apply.
- .2 The Engineer and the Client shall jointly select an impartial mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- .3 The Mediator shall meet with the parties within ten (10) Business Days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- .4 If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may

request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- .5 If no agreement is reached the mediator will terminate the mediated negotiations by giving written notice to the Client and Engineer.
- .6 All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- .7 The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

#### 1.14.4 Arbitration.

- .1 By giving written notice to the other party within ten (10) Business Days after the date of termination of the negotiations pursuant to either Subsection 1.14.2.3 or 1.14.3.5, either party may refer such matter as is arbitrable to arbitration as provided in this Subsection 1.14.4.
- .2 Where neither party has given written notice pursuant to Subsection 1.14.4.1, on expiration of the ten (10) Business Days the arbitration agreement under this Subsection 1.14.4 is non-binding on the parties and the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- .3 In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - (i) The Client and the Engineer shall select an arbitrator within ten (10) Business Days of the submission of a dispute to arbitration under this Subsection 1.14.4, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act.
  - (ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- (iii) In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- (iv) The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under subsection 45(1) (appeal on a question of law, with leave) or section 46 (setting aside award) of the *Arbitration Act*.
- (v) Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.
- (vi) Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act* and the *Courts of Justice Act*, RSO 1990, c C.43.

1.14.5 Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the Construction Act. Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the Construction Act.

## **1.15 Miscellaneous**

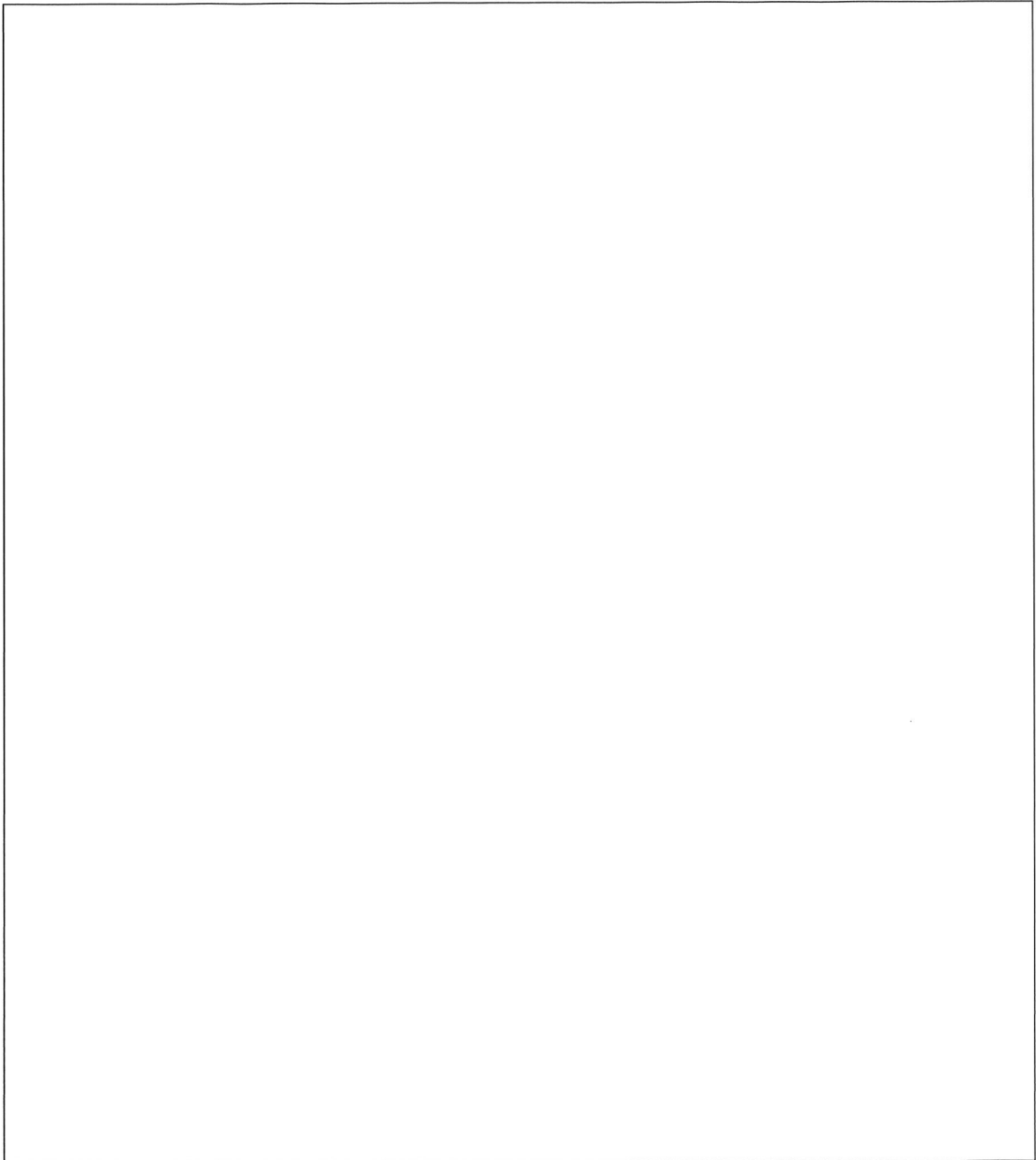
- 1.15.1 Unless previously agreed to by the Client or in accordance with the Client's purchasing policies, the Engineer or any person, firm or corporation affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in any of the parties bidding on the construction of the Project.
- 1.15.2 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party which consent shall not be unreasonably withheld.
- 1.15.3 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.
- 1.15.4 Unless otherwise provided in this Agreement, where the Services are subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise set out in the Contract Documents. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

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1.15.5 Any additional requirements regarding insurance, permits, approvals, etc. to be listed here. If there are no additional conditions, then this Subsection 1.15.5 is to be left blank.



***[Remainder of page left intentionally blank. Article 2 follows.]***

## ARTICLE 2 – SERVICES TO BE PROVIDED

### 2.1 Engineer's Services

Services to be provided by Engineer in addition to its obligations set out in Article 1:

See TULLOCH proposal dated December 4, 2025.

### 2.2 Exclusions from the Engineer's Services

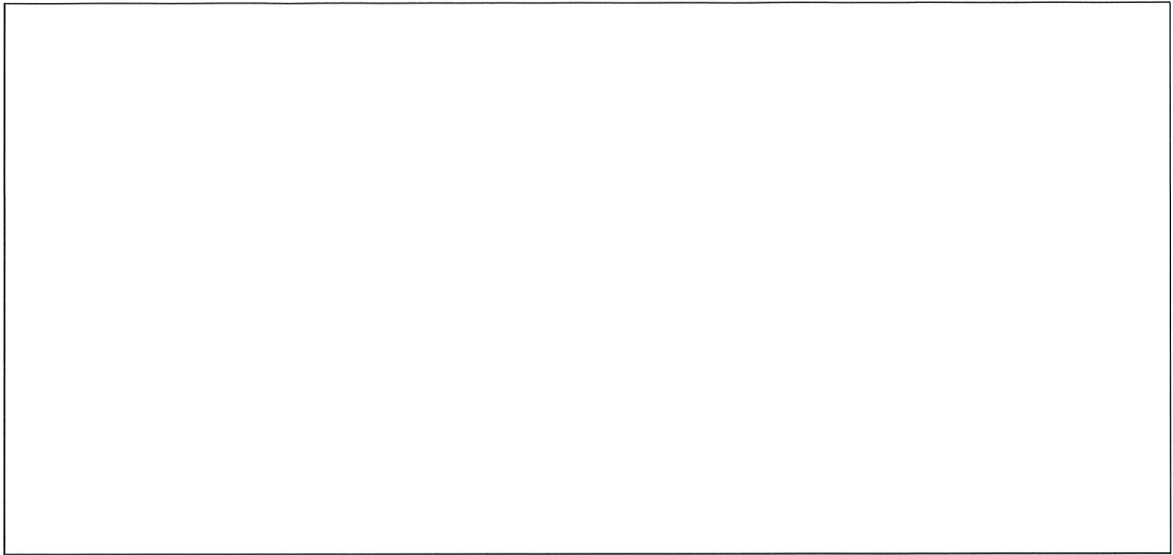
The following are expressly excluded from the Services:

See TULLOCH proposal dated December 4, 2025.



### 2.3 Responsibilities of the Client

Responsibilities of the Client in addition to those set out in Article 1:



***[Remainder of page left intentionally blank. Article follows.]***

## ARTICLE 3— FEES AND DISBURSEMENTS

### 3.1 Basis of Payment for this Agreement

- 3.1.1 The Client will compensate the Engineer in accordance with the fees and charges for Services as set out in this Article 3. The parties have together determined that the following shall be the basis for such compensation (each as described in greater detail below):

- ☐ Percentage of Cost Basis
- ☐ Time Basis
- ☒ Upset Cost Limit Basis
- ☐ Lump Sum Basis

3. For certainty, all fees, irrespective of their basis, shall be in Canadian funds and exclusive of Value Added Taxes, which Value Added Taxes are to be added to each invoice. All payments shall be subject to the requirements of the Construction Act.

- 3.1.3 **Expenses.** Where compensation is on a “percentage cost”, “time” or “upset cost limit” basis, the Engineer shall, in addition to such compensation, be reimbursed for the actual cost plus an administrative charge of %, for all reasonable expenses and disbursements properly incurred by the Engineer in connection with the Project including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements. For certainty, where compensation is on a “lump sum” basis, such compensation shall be deemed to include all such expenses and disbursements.

- 3.1.4 **Percentage of Cost Basis:** Where compensation is to be paid on a “Percentage of Cost Basis”, the Client shall pay the Engineer fees calculated as a percentage of the Cost of the Work as follows:

TYPE OF SERVICE	% OF COST OF THE WORK

- .1 Where compensation is to be paid on a “Percentage of Cost Basis”, payment shall be made as follows:

- (i) **Monthly Payment** – The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Engineer’s estimate of the cost of that part of

the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Any dispute in respect of the estimate shall be determined in accordance with Section 1.14 hereof.

- (ii) **On Award of Construction Contract** – Following the award of the Construction Contract, the Engineer shall recalculate their fee on the basis of the tender quantities and prices on which the Construction Contract was awarded, plus the estimated cost of materials and other services supplied by the Client. Upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer. Any dispute in respect of the updated estimate shall be determined in accordance with Section 1.14 hereof.
- (iii) **Delay of Award of Construction Contract** – In the event the Construction Contract is not awarded within \_\_\_\_\_ months of the acceptance of the Engineer's design by the Client, the final fee for design shall be determined as in Subsection 3.1.4.1(i) above, and Subsection 3.1.4.1 ii) shall not apply. Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a "time" basis as set out below.
- (iv) **On Completion of the Work** – Following completion of the Work as defined in the Construction Act, the Engineer shall recalculate their fee on the basis of the Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer. Any dispute in respect of the calculation of fees shall be determined in accordance with Section 1.14 hereof.

**3.1.5 Time Basis:** Where compensation is to be paid on a "Time Basis":

- .1 The Client shall pay the Engineer a fee, calculated on a time basis, for performance of the Services. Fees on a time basis for all staff shall be at hourly rates based on job classifications as agreed to by the parties in writing.
- .2 If the Project is greater than one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.
- .3 All time expended on the Services, whether in the Engineer's office, at the Site, or elsewhere, excluding including travel time (eligibility of travel time shall be determined by the Client as outlined in the Terms of Reference), shall be chargeable.
- .4 When requested by the Client, the Engineer shall provide, for approval by the Client:
  - (i) An estimate of the total fees to be paid for the Services;

- (ii) A payment schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month consistent with the Schedule; and
  - (iii) A list of Engineer's Staff showing the number, classifications and hourly rates for Engineer's Staff for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff are to perform while employed on the Project. Such list shall designate the member of the Engineer's Staff who is to be the liaison person between the Engineer and the Client.
- .5 The Engineer will require prior written approval from the Client for any of the following changes:
- (i) Any increase in the estimated fees beyond those approved under Subsection 3.1.5.4(i);
  - (ii) Any change in the schedule which results in a longer period than provided in Subsection 3.1.5.4 ii); and/or
  - (iii) Any change in the number, classification and hourly rate ranges of the Engineer's Staff provided under Subsection 3.1.5.4 iii).
- .6 The Engineer shall submit an invoice to the Client for all Services performed and reimbursable expenses incurred, if any, in the immediately preceding month.

**3.1.6 Upset Cost Limit Basis:** Where compensation is to be paid on an "Upset Cost Limit Basis":

- .1 The Engineer shall be paid a fee, calculated on a "Time Basis", for the Services in accordance with Subsection 3.1.5.
- .2 The parties further agree that, notwithstanding Subsections 3.1. and 3.1.6.1, the total fees and disbursements to be paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ 174,975.00 plus Value Added Taxes.
- .3 Notwithstanding Subsections 3.1.6.1 and 3.1.6.2, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent of Project completion in the opinion of the Client.

**3.1.7 Lump Sum Basis:** Where compensation is to be paid on a "Lump Sum Basis":

- .1 Fees for the Services will be the fixed fee of \$ , w ich fee is inclusive of all labour, disbursements, reimbursable expenses, overhead and profit.
- .2 Progress invoices will be issued monthly for an amount based on the percentage of Services completed, except that where the parties have agreed to payment of the lump sum on the basis of milestones, progress invoices shall be issued following achievement of each milestone for the amount of the agreed-to milestone payment.

- .3 If the Project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for Services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the Project.

### 3.2 Invoicing and Payment

3.2.1 All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information (together with any other information required by the Construction Act):

- .1 The Engineer's name and address;
- .2 The date of the invoice and the period during which invoiced Services were supplied;
- .3 Information identifying the Agreement under which Services were supplied;
- .4 A description of the Services supplied;
- .5 The amount payable for the Services supplied, and a statement that payment is due upon receipt;
- .6 The name, title, telephone number and mailing address of the person to whom payment is to be sent;
- .7 If requested by the Client, a written report showing the portion of the Services completed in the preceding month; and
- .8 The following additional information (if any):

3.2.2 If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall, within fourteen (14) calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment as prescribed by the Construction Act. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in Subsection 3.2.3.

- 3.2.3 Invoices will be due as presented and payable by the Client upon receipt, and in any event no later than twenty-eight (28) calendar days after receiving the proper invoice detailed in Subsection 3.2.1.
- 3.2.4 Interest on overdue accounts will be charged at the rate of 12.00 % per annum.


***Remainder of page left intentionally blank. Signature page follows.***

This Agreement is entered into by the parties on the date first set out above as evidenced by its execution as follows:

**ENGINEER:** TULLOCH Engineering Inc.

The signatory shall have the authority to bind the Engineer for the purposes of this Agreement.

This 5 day of December 2025

Signature	 Digitally signed by Larry Jackson DN: C=CA, E=larry.jackson@tulloch.ca, O=TULLOCH Engineering Inc., OU=Engineering, CN=Larry Jackson Date: 2025.12.05 11:03:28-05'00'	Signature	
Name	Larry Jackson, P.Eng.	Name	
Title	General Manager of Engineering	Title	

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

The signatory shall have the authority to bind the municipality or its agency for the purposes of this Agreement.

This day of 20

Signature		Signature	
Name	Matthew Shoemaker	Name	Rachel Tyczinski
Title	Mayor	Title	City Clerk

## Schedule A – Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the “Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)” - “Client/Engineer Agreement for Professional Consulting Services 2024 (Version 4.0)”

**Option A** *(The following language to be used with contracts not involving any excavating, digging, drilling, core sample removal etc.):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections “**1.12 Indemnification**” and “**1.13 Insurance**” in their entirety and replace with the following:

### **1.12 Indemnification**

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

- (a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and
- (b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer’s failure to exercise reasonable care, skill or diligence or the Engineer’s omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

### **1.13 Insurance**

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City’s Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability (“CGL”) insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of



Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

~~**Option B** (The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):~~

~~Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.~~

~~Remove sections "**1.12 Indemnification**" and "**1.13 Insurance**" in their entirety and replace with the following:~~

### ~~**1.12 Indemnification**~~

~~The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:~~

- ~~(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and~~

(b) ~~all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,~~

~~provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.~~

### **1.13 Insurance**

~~Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.~~

#### **Commercial General Liability Insurance**

~~Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars (\$2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).~~

#### **Automobile Liability Insurance**

~~Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.~~

#### **Professional Liability Insurance**

~~Professional Liability Insurance coverage must have limits of not less than two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.~~

~~The City will accept in place of the above mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.~~

~~Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.~~

~~All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.~~

**Additional Insurance considerations:**

~~If the work involves any technology or IT aspects, Cyber coverage may be warranted — please forward these to Legal for review.~~

~~If any subconsultant is to be engaged (once approved by the City as per section 1.5.2) they will be required to place the same insurance coverages as outlined in section 1.13~~

Schedule B: TULLOCH Proposal



71 Black Rd. Unit 8  
Sault Ste. Marie,  
ON  
P6B 0A3

T. 705.949.1457  
TF. 866.806.6602  
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saultstемarie@tulloch.ca

[www.TULLOCH.ca](http://www.TULLOCH.ca)

P-25353-136  
December 4<sup>th</sup>, 2025

Corporation of the City of Sault Ste. Marie  
Engineering Department  
99 Foster Drive, P.O. Box 580  
Sault Ste. Marie, Ontario  
P6A 5N1

Attention: Maggie McAuley, P.Eng.,  
Public Works and Engineering Services

**Re: Central Creek West Aqueduct Replacements for 2026**

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Tulloch Engineering Inc. (TULLOCH) is pleased to submit this proposal for the engineering, drawings, tendering, contract administration and site review for three (3) – 15m long replacement segments of the small (West) Central Creek aqueduct. We thank-you for the opportunity to provide our services. Below is a summary and estimate of the work.

From our 2025 aqueduct inspection report, we recommended to continue replacing old segments of the Central Creek West Aqueduct, as the original aqueduct segments are 65 to 70 years old and nearing the end of its structural life. The aqueduct runs under the sidewalk of Central Street and serves as an overflow storm aqueduct. Many segments of the aqueduct have already been replaced with new segments, starting north from Wallace Terrace and continuing southwards through McKenzie Street, Manzo Park, and across each street intersection at Young, Dymont, McAllen, Metzger and Bonney Streets.

Our inspection report recommended the old 30m +/- long aqueduct segment located between the Young Street and Manzo Park segments be replaced in 2026. This old aqueduct segment has walls which are in poor condition and have moved inwards into the aqueduct. We propose to replace this 30m segment with two (2) - 15m +/- long segments. Our report also recommended replacing the old aqueduct segments between the street crossings in a progressive manner within the 10-year repair plan. Based on this, we also propose replacing the first old 15m long segment located north of Bonney Street with new. We advise the first two 15m segments located north of Young Street to be in the base tender bid for the 2026 work, while the third 15m segment located north of Bonney Street be a provisional item for the 2026 work.

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ENGINEERS | SURVEYORS | BIOLOGISTS | PLANNERS

Providing unique solutions to challenging problems in Energy, Mining and Infrastructure Development.

**Scope and Deliverables:**

The scope of services being offered is the engineering, drawings, tendering, contract administration and site review for three (3) – 15m long replacement segments of the small (West) Central Creek aqueduct. The scope includes:

- Initial site survey along the proposed aqueduct replacement areas.
- Removals drawings of the existing aqueduct segments.
- Proposed Civil drawings with survey stations of the proposed aqueduct segments.
- Proposed Structural drawings of the proposed segments.
- Preparation of specifications and form of tender for the Contractors.
- Tendering and contractor selection assistance for the City.
- Part time site reviews during construction.
- Contract administration and shop drawing review during construction for the time frame above.
- Drawings and specifications will be stamped by a professional engineer.

**Exclusions and assumptions:**

We have made the following allowances and assumptions in our proposal. If additional work is required outside of these assumptions, we can provide the City with a proposal or scope change to accommodate this work.

- We have allowed for 30 hours per week of site reviews by Tulloch for 16 weeks construction total.
- In addition, we have allowed for 3 hours per week for 16 weeks for any required site visits by Tulloch for PUC work.
- We have allowed for 4 hours per week of contract administration for 16 weeks total.
- We have allowed for 90% submission and one meeting with the City and PUC to discuss the drawings and design as required, prior to issuing the drawings for tender.
- The information obtained from the site survey will be limited based on wintertime conditions.

*continued on next page...*



**Fee:**

This work is priced based on our standard rates with the following estimated hours:

Description	Hours	Estimate
Survey and data processing	48	\$ 6 240
Engineering, Design and Checking	169	\$ 32 975
Drafting and Drawing creation	264	\$ 36 120
Specifications, Tendering and Meetings	104	\$ 14 240
Site Reviews and Contract Admin.	616	\$ 84 200
Disbursements and mileage		\$ 1 200
Estimated Total	1201	<b>\$174 975</b>

Our price to complete the engineering, drawings, tendering, contract administration and site review for the three aqueduct segments is **\$174,975 (+HST)**, as itemized in the table above. The surveying, engineering, drafting, specifications, tendering and meeting portion (\$ 89,575) is a lump sum amount, and the site reviews, contract administration and disbursements portion (\$ 85,400) is billed hourly as required, depending on the length of construction

All work outside the scope of work will be at our standard scope rates for 2023.

Our estimated construction cost for the three aqueduct segments is \$1,125,000 (+HST). The total estimated cost for engineering and construction is therefore \$1,299,975 (+HST). Again, we propose to have two aqueduct segments to be included in the base tender bid, and the third segment to be a provisional item only.

**Limitations:**

TULLOCH will perform all professional services with the standard of care customarily observed by Professional Consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and government rules.

In no event, will TULLOCH be liable for indirect or consequential damages including, without limitation loss of use or production, loss of profits or business interruption.

**Closure:**

We trust the above is satisfactory to the City of Sault Ste. Marie and we look forward to working with you on this project. Should you find our scope of work and associated fees acceptable, please forward a purchase order or MEA agreement as required authorizing us to proceed.

This proposal will be valid for a period of 30 days.



Should you have any questions or concerns please let us know.

Sincerely,

Danny MacNeill, P. Eng  
Project Manager  
Tulloch Engineering