



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

Monday, April 13, 2026

5:00 pm

Council Chambers and Video Conference

As a courtesy, meetings are available for viewing on the City's YouTube channel
<https://www.youtube.com/user/SaultSteMarieOntario>

	Pages
1. Land Acknowledgement	
I acknowledge, with respect, that we are in Robinson-Huron Treaty territory, that the land on which we are gathered is the traditional territory of the Anishinaabe and known as Bawating. Bawating is the home of Garden River First Nation, Batchewana First Nation, the Historic Sault Ste. Marie Metis Council.	
2. Adoption of Minutes	15 - 36
Resolved that the Minutes of the Regular Council Meeting of March 23, 2026 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	
Resolved that the Agenda for April 13, 2026 City Council Meeting as presented be approved.	
6. Presentations	
7. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda	

Resolved that all the items listed under date April 13, 2026 – Agenda item 7 – Consent Agenda be approved as recommended.

- 7.1 Outstanding Council Resolutions** 37 - 40
- 7.2 Northern Ontario School of Medicine University Campus Planning** 41 - 44
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- Resolved that the report of the CAO dated April 13, 2026 concerning the establishment of a regional campus of the Northern Ontario School of Medicine University in Sault Ste. Marie be received and that a contribution of \$25,000 from the Community Development Fund – Economic Development Stream to support NOSM U with campus planning in Sault Ste. Marie be approved.
- 7.3 2026 Municipal Election** 45 - 46
- A report of the City Clerk is attached for the information of Council.
- Resolved that the report of the City Clerk dated April 13, 2026 concerning 2026 Municipal Election be received as information.
- 7.4 Recount Policy – 2026 Municipal Election** 47 - 48
- A report of the City Clerk is attached for the consideration of Council.
- Resolved that the report of the City Clerk dated April 13, 2026 concerning Recount Policy – 2026 Municipal Election be received and the recommendation not to adopt a recount policy be approved.
- 7.5 2026 Elections in Territories Without Municipal Organization (Algoma)** 49 - 50
- A report of the City Clerk is attached for the consideration of Council.
- The relevant By-laws 2026-45, 2026-46, 2026-47, 2026-48, and 2026-49 are listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.6 Use of Corporate Resources Policy – 2026 Municipal Election** 51 - 52
- A report of the City Clerk is attached for the consideration of Council.
- The relevant By-law 2026-50 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.7 Amendment to 2026 Council Meeting Schedule** 53 - 54
- A report of the City Clerk is attached for the consideration of Council.
- Resolved that the report of the City Clerk dated April 13, 2026 concerning

Amendment to 2026 Council Meeting Schedule be received and that the amended schedule be approved.

7.8 Long-Term Tax Policy Update and Revision 55 - 61

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

Resolved that the report of the Chief Financial Officer and Treasurer dated April 13, 2026 concerning the Long-Term Tax Policy Review and Update be received and that the Long-term Tax Policy objectives be approved:

1. Continue to pursue reaching ratios in the commercial and industrial class within the range of fairness, while keeping the residential tax increase at or less than the levy increase;
2. Eliminate the discounted tax for the vacant/excess land subclasses for the 2026 tax year and each subsequent year.

The relevant By-law 2026-40 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 Two 4WD Farm Tractors – Public Works Parks Division 62 - 64

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

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning purchase of two 4WD Farm Tractors with loader as required by Parks Division be received, and that the purchase from Northshore Tractor in the amount of \$332,668.82 plus HST be approved.

7.10 Tender – Ready Mix Concrete 65 - 67

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

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning the supply of Ready Mix Concrete for the 2026 Construction Season commencing May 1, 2026, as required by Public Works, be received and that the supply be awarded to Amrize Canada Inc. at the tendered pricing, HST extra.

7.11 Tender for Asphalt 68 - 70

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

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning the supply of Asphalt for the 2026 Construction Season commencing May 1, 2026, as required by Public Works, be received and that the supply be awarded to Avery Construction Ltd. at the tendered pricing, HST extra.

7.12	Alcohol Risk Management Policy Updates 2026	71 - 74
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2026-54 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.13	Licence to Occupy Agreement Etienne Brule Community Garden – SOYA	75 - 76
	A report of the Manager of Recreation and Culture is attached for the consideration of Council.	
	The relevant By-law 2026-35 is listed under item 12 of the Agenda and will be read with all by-laws under that item.	
7.14	Economic Development Summary 2025	77 - 92
	A report of the Director Economic Development is attached for the information of Council.	
	Resolved that the report of the Director of Economic Development dated April 13, 2026 concerning Economic Development Summary 2025 be received as information.	
7.15	Tourism Development Fund Applications – March 2026	93 - 100
	A report of the Director of Tourism and Community Development is attached for the consideration of Council.	
	Resolved that the report of the Director of Tourism and Community Development dated April 13, 2026 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$47,605.73 as detailed below, be approved.	
	<ol style="list-style-type: none"> 1. Watch Tower Bible and Tract Society of Canada (\$12,100); 2. Sault Surge Swim Club (\$15,505.73); 3. Queen Street Cruise (\$10,000); 4. Community Strong Race Weekend (\$5,000); and 5. Crank the Shield (\$5,000). 	
7.16	Municipal Accommodation Tax Funds to Support Plaza Operation	101 - 103
	A report of the Director of Tourism and Community Development and Supervisor of Downtown Plaza is attached for the consideration of Council.	
	Resolved that the report of the Director of Tourism and Community Development and Supervisor of Downtown Plaza dated April 13, 2025 concerning Municipal Accommodation Tax Funds to Support Plaza Operation be received and that \$50,000 of MAT revenue be allocated to events held	

downtown, including at the Plaza.

- 7.17 Garden River First Nation Community Art Collaboration** 104 - 107
- A report of the Indigenous Policy and Process Renewal Advisor and the Director Tourism and Community Development is attached for the consideration of Council.
- The relevant By-law 2026-58 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.18 Authorization to Reallocate CDF Green Fund Surplus and Approval to Apply for Urban Forest Management Plan Funding** 108 - 110
- A report of the Sustainability Coordinator is attached for the consideration of Council.
- Resolved that the report of the Sustainability Coordinator dated April 13, 2026 concerning Authorization to Reallocate CDF Green Fund Surplus and Approval to Apply for Urban Forest Management Plan Funding be received and that Council:
- Approve the reallocation of \$11,700 from the Green Fund surplus toward a grant application for the development of an Urban Forest Management Plan; and
 - Authorize staff to submit a funding application for the Federation of Canadian Municipalities Green Municipal Fund Urban Forestry Plans and Studies Fund; and
 - Approve the City's financial contribution to the project through a combination of Green Fund allocation and \$32,050 in-kind staff resources.
- 7.19 Extension – Bicycle Lane Closure and Overnight Parking Prohibition** 111 - 112
- A report of the Director of Public Works is attached for the consideration of Council.
- The relevant By-law 2026-57 is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.20 2026-6E – Great Northern Road Resurfacing** 113 - 114
- A report of the Manager of Design and Transportation is attached for the consideration of Council.
- The relevant By-law 2026-56 authorizing execution of Contract 2026-6E is listed under item 12 of the Agenda and will be read with all by-laws under that item.
- 7.21 DSSAB Lease Agreement 2026** 115 - 116

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

The relevant By-law 2026-52 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.22 Property Acquisition – 246 Pim Street 117 - 119

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

The relevant By-law 2026-42 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.23 Property Declared Surplus – 193 Anna Street (Access to Land Program) 120 - 122

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

The relevant By-law 2026-43 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 Property Declared Surplus – 253 Anna Street (Access to Land Program) 123 - 126

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

The relevant By-law 2026-44 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.25 Property Declared Surplus – 4 Wemyss Street (Access to Land Program) 127 - 129

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

The relevant By-law 2026-41 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-5-26-Z 1281 Great Northern Road (c/o John Onofrio) 130 - 146

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

Resolved that the report of the Planner dated April 13, 2026 concerning Planning Act Application A-5-26-Z be received and that Council approve the application to rezone the subject property from Highway Zone with a special exception (HZ. S160) to Highway Zone with an amended special exception (HZ. S160 Amended) to permit, in addition to those uses already permitted in the HZ Zone, the following:

- Permit Office Uses and/or Personal Services to a maximum of a combined gross floor area of 700 m²;
- Permit a Subcontractors Shop which may include the following or similar uses:
 - a. Electrician’s shop
 - b. Exterior siding and window contractor’s shop
 - c. Flooring shop
 - d. Heating and cooling contractor’s shop
 - e. Plumber’s shop

The relevant By-law 2026-55 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8.7.2 A-02-26-OP (OPA 259) Rural Estate Subdivisons 147 - 165

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

Resolved that the report of the Planner dated April 13, 2026 concerning Application A-02-26-OP (OPA 259) be received and that Council approve Official Plan Amendment 259 as set out in Appendix A;

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

8.7.3 A-03-26-OP (OPA 260) Urban Settlement Area Boundary Change 166 - 198

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

Resolved that the report of the Planner dated April 13, 2026 concerning rezoning Application A-03-26-OP (OPA 260): Urban Settlement Area Boundary Change be received and that Council approve Official Plan Amendment No. 260 (A-3-26) respecting the Urban Settlement Area Boundary expansion as set out in Appendix A.

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

8.7.3.1 Correspondence Received

199 - 203

8.8 Boards and Committees

8.8.1 Downtown Development Committee

The Board and Committee Nominating Task Force met on April 8, 2026.

Resolved that Cody Ambeault and Tanya Kerhanovich be appointed to the Downtown Development Committee from April 13, 2026 to December 31, 2026.

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

9.1 Urban Tree Canopy

Whereas the City of Sault Ste. Marie is committed to a net-zero greenhouse gas (GHG) emissions target by 2050 and requires scientifically verifiable data to measure the carbon sequestration capacity of its urban forest; and

Whereas establishing a baseline forest inventory of the City's tree canopy, including species composition, canopy distribution, and carbon storage of our municipal and private tree canopy is essential for data-driven asset management and the identification of "Tree Equity" gaps in underserved neighbourhoods; and

Whereas Ste. Marie is a recognized hub for forestry excellence, housing federal and provincial research facilities and specialized academic programs;

Now Therefore Be It Resolved that City Council direct appropriate staff to establish a Collaborative Urban Forest Task Force to provide technical expertise and research support, for developing an Urban Forest Management Plan inviting representatives from, but not limited to: Algoma University (Cameron School of Sciences) and (the Department of Geology, Geography and Land Stewardship), Sault College (School of Natural Environment), the Ministry of Natural Resources and Forestry (MNR) Ontario Forest Research Institute (OFRI), the Canadian Forest Service (Great Lakes Forestry Centre), the Lands and Resources Departments of Garden River First Nation and Batchewana First Nation, the Sault Ste. Marie Region Conservation Authority (SMRCA), Clean North, and the Sault Naturalists;

Further Be It Resolved that City staff be requested to look to identify and apply for federal and provincial funding to offset the costs of a comprehensive Urban Tree Canopy Study, specifically pursuing streams if/when they are open to applications such as:

- Infrastructure Canada – Natural Infrastructure Fund (NIF): To support the integration of the tree canopy as a recognized "green asset" for

stormwater and climate mitigation;

- Environment and Climate Change Canada – Nature Smart Climate Solutions Fund: Specifically for projects that demonstrate verifiable GHG emission reductions through improved ecosystem management; or
- Any other similar funding opportunities;

Further Be It Resolved that the study utilizes modern technologies such as light detection and ranging (LiDAR) mapping or others similar, to establish a baseline for carbon storage and species diversity, ensuring the results are integrated into the City's Corporate Asset Management Plan to inform future climate-resilient budgeting.

9.2 Pim/Church Streets

Whereas on March 23, 2026, Council received a report on Church Street traffic flow setting out the timeline for re-construction of Church Street as a one-way street, with consideration of moving to a two-way street to be considered when Pim Street was re-constructed; and

Whereas the traffic flow of Pim and Church Streets are “twinned” one-way streets which meet at an angle just south of Ontario Avenue; and

Whereas it would be prudent to review the entirety of the flow of traffic in the area before any major capital reconstructions are completed;

Now Therefore Be It Resolved that an Environmental Assessment for traffic flow, including a review of the one-way traffic flow between Queen Street and Ontario Avenue on both Pim Street and Church Street, and the intersections of Wellington/Pim and Wellington/Church and others be undertaken before any capital improvements are done to any of the listed streets.

9.3 Team Jacobs Way

Whereas Sault Ste Marie has become synonymous with excellence in curling, thanks to the success of Team Jacobs in the 2014 Olympics and the 2026 Olympics; and

Whereas the Soo Curlers Association on Anita Boulevard is a foundational piece of that success, and has been serving the Sault curling community since 1944; and

Whereas in discussions with the Soo Curlers Association, both the City and the Association wish to recognize the unmatched achievements of Team Jacobs, with two gold medal wins for Saultite Brad Jacobs and one for locals Ryan Harnden, EJ Harnden, fifth Caleb Flaxey, and Coach Tom Coulterman; and

Whereas the Association and the City believe a fitting tribute would be to rename a section of Anita Boulevard so that the the community could literally put Team Jacobs on the map, the way they've put Sault Ste. Marie on the

map;

Now Therefore Be It Resolved that City Council direct staff to take all steps and prepare all by-laws necessary to hereinafter change a section of Anita Boulevard to be named Team Jacobs Way, ensuring that the Soo Curlers Association can be located at 1 Team Jacobs Way, but also ensuring no changes to the residences on Anita Boulevard are required.

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**

Resolved that all By-laws under item 12 of the Agenda under date April 13, 2026 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 2026-35 (Agreement) Etienne Brule Community Garden (SOYA)** 204 - 211

A report from the Manager of Recreation and Culture is on the Agenda.

Resolved that By-law 2026-35 being a by-law to authorize the execution of the Agreement between the City and SOYA (Save Our Young Adults) From Drug Abuse for the management of the Etienne Brulé Community Garden be passed in open Council this 13th day of April, 2026.
 - 12.1.2 **By-law 2026-37 (Zoning) General Housekeeping Amendments – Phase II** 212 - 236

Council Report was passed by Council resolution on March 23, 2026.

Resolved that By-law 2026-37 being a by-law to amend the City of Sault Ste. Marie Zoning By-law 2005-150 for the purpose of clarifying technical language and improving implementation be passed in open Council this 13th day of April, 2026.
 - 12.1.3 **By-law 2026-40 (Taxes) Elimination of Vacant and Excess Land Subclass Reduction** 237 - 237

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

Resolved that By-law 2026-40 being a by-law to eliminate the vacant and excess land subclass reduction be passed in open Council this 13th day of April, 2026.
 - 12.1.4 **By-law 2026-41 (Access to Land Program – Surplus Property) 4 Wemyss Street** 238 - 239

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

Resolved that By-Law 2026-41 being a by-law to declare the City owned property legally described as PIN 31545-0370(LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE, being civic 4 Wemyss Street, as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's Access to Land program be passed in open Council this 13th day of April, 2026.

12.1.5 By-law 2026-42 (Property Acquisition) 246 Pim Street (Pawelek) 240 - 241

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

Resolved that By-Law 2026-42 being a by-law to authorize the acquisition of property located at civic 246 Pim Street (Pawelek) being PIN 31536-0150 (LT) PT LT 7 PL 3206 ST. MARY'S AS IN T430876; SAULT STE. MARIE be passed in open Council this 13th day of April, 2026.

12.1.6 By-law 2026-43 (Access to Land Program – Surplus Property) 193 Anna Street 242 - 243

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

Resolved that By-law 2026-43 being a by-law to declare the City owned property legally described as PIN 31504-0351 (LT) JEAN AV PL H436 RANKIN LOCATION/TARENTORUS (PARTS 1, 2 & 3, PLAN 1R13288 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176); SAULT STE. MARIE; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 1R-13288 AS IN AL177523; SUBJECT TO AN EASEMENT AS IN AL177528, being civic 193 Anna Street, as surplus to the City's needs and to authorize the disposition of the said property, be passed in open Council this 13th day of April, 2026.

12.1.7 By-law 2026-44 (Access to Land Program – Surplus Property) 253 Anna Street 244 - 245

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

Resolved that By-law 2026-44 being a by-law to declare the City owned property legally described as PIN 31504-0349 (LT) COREY AV PLAN H436 (PARTS 1 & 2, PLAN 1R13287 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176) RANKIN LOCATION/TARENTORUS; SAULT STE. MARIE; SUBJECT TO AN EASEMENT AS IN AL177527, being civic 253 Anna Street, as surplus to the City's needs and to authorize the disposition of the said property, be passed in open Council this 13th day of April, 2026.

- 12.1.8 By-law 2026-45 (Agreement) Algoma District School Board Election**
- A report from the City Clerk is on the Agenda.
- Resolved that By-law 2026-45 being a by-law to authorize the execution of the Agreement between the City and the Algoma District School Board to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District be passed in Council this 13th day of April, 2026.
- 12.1.9 By-law 2026-46 (Agreement) Huron Superior Catholic District School Board Election** 259 - 271
- A report from the City Clerk is on the Agenda.
- Resolved that By-law 2026-46 being a by-law to authorize the execution of the Agreement between the City and Huron Superior Catholic District School Board to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District be passed in open Council this 13th day of April, 2026.
- 12.1.10 By-law 2026-47 (Agreement) Conseil Scolaire Public Du Grand Nord de l'Ontario Election** 272 - 284
- A report from the City Clerk is on the Agenda.
- Resolved that By-law 2026-47 being a by-law to authorize the execution of the Agreement between the City and Conseil Scolaire Public Du Grand Nord de l'Ontario to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.
- 12.1.11 By-law 2026-48 (Agreement) Conseil Scolaire de District Catholique du Nouvel-Ontario Election** 285 - 297
- A report from the City Clerk is on the Agenda.
- Resolved that By-law 2026-48 being a by-law to authorize the execution of the Agreement between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District be passed in open Council this 13th day of April, 2026.
- 12.1.12 By-law 2026-49 (Agreement) Sault Ste. Marie District Social Services Administration Board Election** 298 - 310
- A report from the City Clerk is on the Agenda.
- Resolved that By-law 2026-49 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie District Social Services Administration Board to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District be passed in open Council this 13th day of April, 2026.

12.1.13	By-law 2026-50 (Elections) Use of Corporate Resources During a Municipal Election	311 - 316
	A report from the City Clerk is on the Agenda.	
	Resolved that By-law 2026-50 being a by-law to adopt a policy regarding the use of corporate resources during a municipal election be passed in open Council this 13th day of April, 2026.	
12.1.14	By-law 2026-51 (Elections) Vote Counting Equipment and Alternative Voting Methods	317 - 317
	Council Report was passed by Council resolution on September 9, 2024.	
	Resolved that By-law 2026-51 being a by-law to authorize the use of voting and vote counting equipment and the use of alternative voting methods for the 2026 municipal election be passed in open Council this 13th day of April, 2026.	
12.1.15	By-law 2026-52 (Agreement) DSSAB Lease 72 Tancred Street and 65 Old Garden River Road	318 - 330
	A report from the Fire Chief is on the Agenda.	
	Resolved that By-law 2026-52 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie District Social Services Administration Board for the lease of 72 Tancred Street and 65 Old Garden River Road for the effective delivery of Emergency Medical Services (EMS) for an eight (8) year term be passed in open Council this 13th day of April, 2026.	
12.1.16	By-law 2026-54 Alcohol Risk Management Policy Updates	331 - 353
	A report from the Manager of Recreation and Culture is on the Agenda.	
	Resolved that By-law 2026-54 being a by-law to approve the Alcohol Risk Management Policy and to repeal By-law 2023-126 be passed in open Council this 13th day of April, 2026.	
12.1.17	By-law 2026-55 (Zoning) 1281 Great Northern Road (Onofrio's Inc. c/o John Onofrio)	354 - 356
	A report from the Junior Planner is on the Agenda.	
	Resolved that By-law 2026-55 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1281 Great Northern Road (LT 49 RCP H739 TARENTORUS EXCEPT PT 2, 1R9853 & PT 1 1R10607; PT LT 48 RCP H739 TARENTORUS PT 2 1R10607; SAULT STE. MARIE) (Onofrio's Inc. c/o John Onofrio) be passed in open Council this 13th day of April, 2026.	
12.1.18	By-law 2026-56 (Engineering) Great Northern Road Resurfacing Phase 2	357 - 362

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

Resolved that By-law 2026-56 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the resurfacing of Great Northern Road from 500m north of Wagle Street to the City Limits (Contract 2026-6E) be passed in open Council this 13th day of April, 2026.

12.1.19 By-law 2026-57 (Traffic) Overnight Parking and Bicycle Lane prohibiting extension 363 - 363

A report from the Director of Public Works is on the Agenda.

Resolved that By-Law 2026-57 being a by-law to authorize the extension of overnight parking prohibition and the closure of bicycle lanes to May 26th, 2026 be passed in open Council this 13th day of April, 2026.

12.1.20 By-law 2026-58 (Agreement) Community Art Project-Garden River First Nation 364 - 369

A report from the Indigenous Policy and Process Renewal Advisor and Director Tourism & Community Development is on the Agenda.

Resolved that By-law 2026-58 being a by-law to authorize the execution of the Agreement between the City and Kathryn Corbiere (dba OneKwe) for a community art project in collaboration with Garden River First Nation be passed in open Council this 13th day of April, 2026.

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

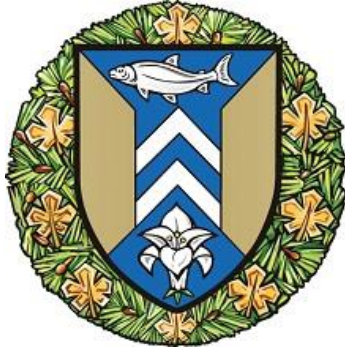
12.3 By-laws before Council for THIRD reading which do not require more than a simple majority

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

14. Closed Session

15. Adjournment

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, March 23, 2026

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, J. King, P. Tonazzo, C. Rumiell, D. Perri, N. Ottolino, N. Maione, F. Coccimiglio, T. Anderson, R. Van Staveren, M. Borowicz-Sibenik, S. Facey, M. Zuppa, T. Vecchio, N. Thibault, M. McAuley, L. Petrocco, J. Ricard, B. Love, K. Pulkkinen

1. **Land Acknowledgement**

2. **Adoption of Minutes**

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of February 23, 2026 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 A. Caputo
Seconded by: Councillor S. Spina

Resolved that the Agenda for March 23, 2026 City Council Meeting as presented be approved.
Carried

6. Presentations

6.1 Sault Ste. Marie Public Library Board Annual Report

Wayne Greco, Chair and Matthew MacDonald, Chief Executive Officer were in attendance regarding Agenda item 8.8.2.

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

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

Resolved that all the items listed under date March 23, 2026 – Agenda item 7 – Consent Agenda save and except Agenda items 7.3 and 7.20 be approved as recommended.

Carried

7.1 2025 Actions and Metrics Report

The report of the Chief Administrative Officer was received by Council.

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

Resolved that the report of the CAO dated March 23, 2026 concerning the 2025 year-end update for the Corporate Strategic Plan 2024-2027 actions and metrics be received as information.

Carried

7.2 Port of Sault Ste. Marie

The report of the Chief Administrative Officer was received by Council.

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

Resolved that the report of the CAO dated March 23, 2026 concerning the Port of Sault Ste. Marie be received as information.

Carried

7.4 Walk of Fame Award

The report of the City Clerk was received by Council.

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

Resolved that the report of the City Clerk dated March 23, 2026 concerning Walk of Fame Award be received and that future nominations be made by members of City Council on an ad hoc basis.

Carried

7.5 2025 Council Remuneration and Expenses

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated March 23, 2026 regarding 2025 Council remuneration and expenses and employee travel expenses be received as information.

Carried

7.6 2025 Investment Report

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

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

Resolved that the report of the Chief Financial Officer and Treasurer dated March 23, 2026 concerning the 2025 Investment Report be received as information.

Carried

7.7 2025 Property Tax Appeals

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

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

Resolved that the report of the Manager of Taxation dated March 23, 2026 concerning 2025 Property Tax Appeals be received as information.

Carried

7.8 Vacant Home Tax Results

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

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

Resolved that the report of the Manager of Taxation dated March 23, 2026 concerning 2024 and 2025 Vacant Home Tax results be received as information.

Carried

7.9 2025 Tax Sale Results

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Taxation dated March 23, 2026 concerning 2025 Tax Sale Results be received as information.

Carried

7.10 Tender for Selected Granular Materials

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning Selected Granular Materials as required by Public Works be received and that the tender for the supply of selected granular materials for the 2026 and 2027 seasons be awarded to Pioneer Construction Inc. and Possamai Construction & Aggregates on an as-required basis and by lowest cost rating per job.

Carried

7.11 Sport Field Lighting – Queen Elizabeth B Field

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning Sport Field Lighting at the Queen Elizabeth Sports Complex B Field as required by Recreation and Culture Division be received and that the tender be awarded to S&T Electrical Contractors Limited in the amount of \$267,427 plus HST.

Carried

7.12 New Tires and Tire Repair Services

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning new tires and tire services as required by Public Works and Engineering Services Fleet Division, Community Development and Enterprise Services Transit Division, and Fire Services Division be received and that the services be awarded to Fountain Tire Ltd., at rates quoted for the one-year period commencing March 31, 2026 with the option to extend for two additional one-year terms by mutual agreement.

Carried

7.13 Tenders for Equipment Purchase – Public Works

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning equipment purchases as required by Public Works be received and that the tenders for the supply and delivery of various pieces of equipment be awarded at the low bid price meeting specifications as follows:

- One Tandem Axle Street Plow – TMS Truck Centre – \$364,270.51
- One Tandem Axle Street Sander – TMS Truck Centre – \$362,313.26

for a total amount of \$726,583.77 plus HST.

Carried

7.14 Third Party Transportation Services – Transit Division

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning Third Party Transportation Services as requested by Transit and Parking Division be received and that the services be awarded to 1972699 Ontario Inc. o/a UCAB for the three year period commencing May 1, 2026 at fixed rates quoted with option to extend up to an additional two years by mutual agreement.

Carried

7.15 Traffic Signal Controller Replacements – Street Improvements Project

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated March 23, 2026 concerning purchase of traffic signal controller equipment as required by Public Works and Engineering Services be received and that the award to Econolite Canada Inc. as sole source in the amount of \$199,660 plus HST be approved.

Carried

7.16 Soo Greyhounds Inc. Agreement

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

The relevant By-law 2026-36 is listed under item 12 of the Minutes.

7.17 Kiwanis Club of Lakeshore Foundation Playground Equipment Donation

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

The relevant By-law 2026-31 is listed under item 12 of the Minutes.

7.18 Municipal Housing Infrastructure Program – Health and Safety Water Stream Contribution Agreement

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Director of Engineering dated March 23, 2026 concerning the Municipal Housing Infrastructure Program – Health and Safety Water Stream Contribution Agreement be received as information.

Carried

7.19 Reconstruction of East Street – Contract Award

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

The relevant By-laws 2026-33 authorizing execution of Contract 2026-1E and By-law 2026-34 authorizing the road closure of East Street from Bay Street to Wellington Street, including intersections, from May 1, 2026 to December 4, 2026 are listed under item 12 of the Minutes.

7.21 Traffic Flow – Church Street and Pim Street

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

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated March 23, 2026 concerning the traffic flow on Church Street and Pim Street be received as information.

Carried

7.22 Update to Deputy Chief Appointment By-Law

The report of the Fire Chief was received by Council.

The relevant By-law 2026-32 is listed under item 12 of the Minutes.

7.23 Land Ambulance Maintenance Agreement Renewal 2026

The report of the Fire Chief was received by Council.

The relevant By-law 2026-20 is listed under item 12 of the Minutes.

7.24 Increase of Parking Set Fines

The report of the Solicitor/Litigator was received by Council.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Solicitor/Litigator dated March 23, 2026 concerning the increase of parking set fines be received as information.

Carried

7.25 Housekeeping – Peddler and Food Vendor Licencing By-law

The report of the Solicitor/Litigator was received by Council.

The relevant By-laws 2026-25 and 2026-26 are listed under item 12 of the Minutes.

7.26 Intact Public Entities – Non-Accumulation of Limits, Indemnity and Claim Handling Agreements

The report of the Risk Manager was received by Council.

The relevant By-laws 2026-27, 2026-28, 2026-29 and 2026-30 are listed under item 12 of the Minutes.

7.27 Sustainable Development – Development Charges

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

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the report of the Director of Planning dated March 23, 2026 concerning Sustainable Development – Development Charges be received as information.

Carried

7.28 Housing Community Improvement Plan Update No. 2

The report of the Administrative Clerk – Housing Support was received by Council.

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

Resolved that the report of the Administrative Clerk – Housing Support dated March 23, 2026 concerning Housing Community Improvement Plan Incentive Programs Update be received as information.

Carried

7.29 Accessible Document Training and Software Purchase

The report of the Accessibility Coordinator was received by Council.

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

Resolved that the report of the Accessibility Coordinator dated March 23, 2026 concerning Accessible Document Training and Software Purchase be received and that Council approve the use of up to \$85,000 from the Barrier Removal Reserve to provide staff training to create and remediate accessible documents;

Further that Council authorize proceeding with the procurement process to secure a qualified vendor to deliver the training, including the purchase of required software in accordance with the Integrated Accessibility Standards Regulation, and the Corporation’s Multi-Year Accessibility Plan.

Carried

7.3 Landfill and Composting Operations RFP

The report of the Chief Administrative Officer was received by Council.

Mark Harrington, President, CUPE Local 3, was in attendance and addressed Council.

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

Resolved that the report of the CAO dated March 23, 2026 concerning landfill operations be received and Council authorize staff to develop and issue a Request for Proposals to seek a proponent that will purchase the landfill airspace and undertake landfill operations, and construct and operate a biosolids and single source organics composting facility.

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

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Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach		X		
Councillor C. Gardi		X		
Councillor M. Scott		X		
Results	4	7	0	0
				Defeated

Amendment:

Moved by: Councillor C. Gardi

Seconded by: Councillor M Bruni

Resolved that the main motion be postponed to April 13, 2026 in light of a Notice of Motion.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth		X		
Councillor S. Spina		X		
Councillor L. Dufour	X			
Councillor L. Vezeau-Allen		X		
Councillor A. Caputo		X		
Councillor R. Zagordo		X		
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott		X		
Results	5	6	0	0
				Defeated

7.3.1 Notice of Motion

Moved by: Councillor C. Gardi

Whereas the City of Sault Ste. Marie has received an unsolicited proposal regarding the long-term private operation and lease of the municipal landfill; and

Whereas the City's existing studies have focused primarily on technical expansion (Environmental Assessments) and the financial verification of a single private-sector offer; and

Whereas a 25-year shift in the delivery of a core municipal service requires a demonstrated "Community Green Light" and a comprehensive understanding of the long-term public interest;

Now Therefore Be It Resolved that the staff recommendation to proceed with a Request for Proposal (RFP) for the landfill operations be deferred for 90 days (to the Council meeting of June 22, 2026) to allow for the completion of the following:

1. The Public Interest Study: An independent evaluation of the long-term socio-economic impact of landfill privatization, including a market-value appraisal of the site's Renewable Natural Gas (RNG) and carbon offset potential.
2. The Community Consultation Process: At least two formal opportunities to gather direct input on environmental, traffic, and cost concerns.
3. The creation of a "Community Standards" document, based on the results of the public consultation, to be integrated into any future RFP as mandatory performance requirements for bidders.

Further Be It Resolved that any future RFP, if it proceeds, ensure successor rights, seniority protections, and wage-preservation guarantees for CUPE Local 3 employees.

7.20 Reconstruction of Peoples Road Phase 2 – Contract Award

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

The relevant By-laws 2026-38 authorizing execution of Contract 2026-2E and By-law 2026-39 authorizing the road closure of Peoples Road from Penno Road to Third Line including intersections from May 1, 2026, to November 27, 2026 are listed under item 12 of the Minutes.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Spina

Resolved that the report of the Manager of Design and Transportation Engineering dated March 23, 2026 concerning the reconstruction of Peoples Road be received and that contract 2026-2E be awarded to Avery Construction Limited.

Amendment:

Moved by: Councillor M. Scott

Seconded by: Councillor S. Spina

Resolved that the motion be amended by adding to the end of the paragraph the following:

Further Be It Resolved That the traffic signals to be installed at Third Line and Peoples Road be enabled by the installation of the equipment to permit the future installation of the traffic signals, but that the traffic signals not be installed until such time as a future traffic count confirms the intersection meets all the criteria for signal installation.

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

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

Resolved that the report of the Manager of Design and Transportation Engineering dated March 23, 2026 concerning the reconstruction of Peoples Road be received and that contract 2026-2E be awarded to Avery Construction Limited;

Further Be It Resolved that the traffic signals to be installed at Third Line and Peoples Road be enabled by the installation of the equipment to permit the future installation of the traffic signals, but that the traffic signals not be installed until such time as a future traffic count confirms the intersection meets all the criteria for signal installation.

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

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

Results	11	0	0	0
				Carried

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.7.1 A-4-26-Z General Housekeeping Amendments – Phase II

The report of the Junior Planner was received by Council.

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Junior Planner dated March 23, 2026 concerning City-initiated *Planning Act* application A-4-26-Z Housekeeping Amendments – Phase II be received and that Council approve the housekeeping amendments listed in appendices “A” and “B” and that the Legal Department be requested to prepare the necessary by-law(s) to effect the same.

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

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

8.8 Boards and Committees

8.8.1 Tourism Sault Ste. Marie Board

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

Resolved that accommodations representative Cindy Beauchamp be appointed to the Tourism Sault Ste. Marie Board from March 23, 2026 to December 31, 2026.

Carried

8.8.2 Sault Ste. Marie Public Library Annual Report

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

Resolved that the Sault Ste. Marie Public Library 2025 annual report be received as information.

Carried

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

9.1 Traffic Control Signals – Trunk Road, Dacey Road, Frontenac Street

Moved by: Councillor S. Spina
 Seconded by: Councillor S. Hollingsworth

Whereas concerns regarding the safety of vehicle and pedestrian traffic at the intersection of Dacey Road and Trunk Road have been raised by residents; and

Whereas a number of motor vehicle collisions have been reported at the intersection; and

Whereas new residential developments in the area have led to an increase in motor vehicle and pedestrian traffic in the area; and

Whereas a recent traffic study has shown that there has been an increase in traffic at the intersection of Dacey Road and Trunk Road; and

Whereas the safe movement of vehicles and pedestrians is a priority for the City of Sault Ste. Marie; and

Whereas pedestrians are required to cross Trunk Road on foot to access White Pines High school; and

Whereas the creation of this intersection with traffic control signals would create a mutually beneficial partnership with Batchewana First Nation and the City of Sault Ste. Marie to relieve traffic congestion in the area and the nearby intersection of Trunk Road, Boundary Road and Adelaide Street; and

Whereas the creation of an intersection with traffic control signals connecting Dacey Road, Trunk Road and Frontenac Street would lead to an increase in the safe travel of vehicles and pedestrians in the area;

Now Therefore Be It Resolved that staff be requested to research the creation of an intersection complete with traffic control signals to connect Frontenac Street, Dacey Road and Trunk Road, and that staff engage partners from Batchewana First Nation and the rail service and report back to Council on the feasibility, timelines and cost of this project along with any potential funding opportunities, further that this report be brought back to Council as soon as possible so that any potential construction, if approved by Council, can be added to the 2027 budget deliberations.

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

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

9.2 Traffic Study – Wellington Street East and Shannon Road

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor S. Spina

Be It Resolved that Public Works and Engineering Services be requested to undertake a traffic warrant study for the signal at the intersection of Wellington Street East and Shannon Road and report back to City Council with the study findings by September 1, 2026.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			
Councillor S. Hollingsworth	X			
Councillor S. Spina	X			
Councillor L. Dufour		X		
Councillor L. Vezeau-Allen	X			
Councillor A. Caputo	X			
Councillor R. Zagordo	X			
Councillor M. Bruni	X			
Councillor S. Kinach	X			
Councillor C. Gardi				X
Councillor M. Scott	X			
Results	9	1	0	1
				Carried

9.3 Community Economic Development

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Scott

Whereas working with surrounding communities offers significant economic, social, and operational advantages, transforming local economies by fostering sustainable growth, creating jobs, and enhancing quality of life; and

Whereas this "community economic development" approach keeps money circulating locally—often generating 70% more local economic activity than non-local alternatives—and builds resilience against economic pressures; and

Whereas many already see the City of Sault Ste. Marie as the hub and the surrounding communities as the spokes; and

Whereas Sault Ste. Marie has a responsibility to ensure we work together to ensure prosperity for all; and

Whereas many surrounding communities currently rely on Sault Ste. Marie for employment, services including health care, shopping for basic needs, professional services from banking to legal and sporting events to name a few; and

Whereas developing a strong economic and tourism strategy with communities in Algoma will build a healthier community for all; and

Whereas many other cities, towns and townships have created and executed economic and tourism strategies that have resulted in employment, ensuring a bright future;

Now Therefore Be it Resolved that the Mayor, CAO, Economic Development Corporation staff and Tourism Sault Ste. Marie staff establish a working group with Wawa, Echo Bay, Blind River, St. Joseph Island and other members of the Algoma District Municipal Association to set economic goals that could include small to mid-size industries and/or tourism and/or agriculture to ensure that Sault Ste Marie and area is resilient for the future as artificial intelligence and other changes start to impact the community.

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

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

9.4 Assessment Appeals

Moved by: Councillor M. Scott
 Seconded by: Councillor R. Zagordo

Whereas a small number of large tax appeals from large landowners have caused the City to lose revenues that were budgeted for; and

Whereas it is the City’s objective to avoid tax increases that could result from the lost assessment; and

Whereas it is prudent to review tax classes, ratios and other tax policies to offset any losses that have arisen as a result of the tax appeals;

Now Therefore Be It Resolved that staff be directed to review the City’s tax ratios, classes, or any other tax policy that could offset some or all of the losses from the large tax appeals.

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

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 A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that all By-laws under item 12 of the Agenda under dated March 23, 2026 be approved.

Carried

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

12.1.1 By-law 2026-20 (Agreement) Land Ambulance Maintenance Agreement

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2026-20 being a by-law to authorize the execution of the Agreement between the City and District of Sault Ste. Marie Social Services Administration Board for Fire Services Support Services Division to perform maintenance and repairs on Emergency Medical Services (EMS) vehicles be passed in open Council this 23rd day of March, 2026.

Carried

12.1.2 By-law 2026-25 (Peddler and Food Vendor Licencing)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2026-25 being a by-law to amend By-law 2018-67 (being a by-law to licence, govern, and regulate peddlers and street sales in Sault Ste. Marie) be passed in open Council this 23rd day of March, 2026.

Carried

12.1.3 By-law 2026-26 (User Fees) Amend Schedule "A" Peddler Fees and Charges

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-Law 2026-26 being a by-law to amend certain Peddler fees and charges in Schedule "A" to User Fees By-law 2025-153 be passed in open Council this 23rd day of March, 2026.

Carried

12.1.4 By-law 2026-27 (Agreement) Intact Insurance Company Non-Accumulation of Limits

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

Resolved that By-law 2026-27 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Non-Accumulation of Limits Agreement be passed in open Council this 23rd day of March, 2026.

Carried

12.1.5 By-law 2026-28 (Agreement) Intact Insurance Company Indemnity Agreement (Fleet)

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

Resolved that By-law 2026-28 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement (Fleet) be passed in open Council this 23rd day of March, 2026.

Carried

12.1.6 By-law 2026-29 (Agreement) Intact Insurance Company Indemnity Agreement (Transit)

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

Resolved that By-law 2026-29 being a by-law to authorize the execution of the Agreement between the City and Intact Insurance Company for the Indemnity Agreement (Transit) be passed in open Council this 23rd day of March, 2026.

Carried

12.1.7 By-law 2026-30 (Agreement) Intact Public Entities Claim Handling

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

Resolved that By-law 2026-30 being a by-law to authorize the execution of the Agreement between the City and Intact Public Entities for claim handling be passed in open Council this 23rd day of March, 2026.

Carried

12.1.8 By-law 2026-31 (Agreement) Kiwanis Club of Lakeshore Foundation Donation

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

Resolved that By-law 2026-31 being a by-law to authorize the execution of the Agreement between the City and Kiwanis Club of Lakeshore Foundation to support a playground equipment purchase for Kiwanis Park be passed in open Council this 23rd day of March, 2026.

Carried

12.1.9 By-law 2026-32 (Appointment) Deputy Chief Fire Prevention, Education and Emergency Management

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2026-32 being a by-law to appoint Gary Schryer as Deputy Chief Fire Prevention, Education and Emergency Management be passed in open Council this 23rd day of March, 2026.

Carried

12.1.10 By-law 2026-33 (Engineering) Reconstruction of East Street

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that by-law 2026-33 being a by-law to authorize the execution of the Contract between the City and 1531161 Ontario Inc. (Boyer Construction) for the reconstruction of East Street from Bay Street to Wellington Street (Contract 2026-1E) be passed in open Council this 23rd day of March, 2026.

Carried

12.1.11 By-law 2026-34 (Temporary Street Closing) Reconstruction of East Street

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that by-law 2026-34 being a by-law to permit the temporary closing of East Street from Bay Street to Wellington Street including intersections from May 1, 2026 to December 4, 2026 to facilitate the Reconstruction of East Street.

Carried

12.1.12 By-law 2026-36 (Agreement) Soo Greyhounds Inc. (Soo Greyhounds Hockey Club)

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2026-36 being a by-law to authorize the execution of the Agreement between the City and Soo Greyhounds Inc. (Soo Greyhounds Hockey Club) for use of the GFL Memorial Gardens as the main tenant of the facility for ten (10) years, with two (2) five-year options to extend be passed in open Council this 23rd day of March, 2026.

Carried

12.1.13 By-law 2026-38 (Engineering) Reconstruction of Peoples Road – Phase 2

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2026-38 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the reconstruction of Peoples Road from Penno Road to Third Line (Contract 2026-2E) be passed in open Council this 23rd day of March, 2026.

Carried

12.1.14 By-law 2026-39 (Temporary Street Closing) Reconstruction of Peoples Road – Phase 2

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Hollingsworth

Resolved that By-law 2026-39 being a by-law to permit the temporary closing of Peoples Road from Penno Road to Third Line including intersections from May 1, 2026, to November 27, 2026 to facilitate the Reconstruction of Peoples Road – Phase 2 be passed in open Council this 23rd day of March, 2026.

Carried

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

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

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

14. Closed Session

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that this Council move into closed session to discuss:

- two items concerning proposed acquisition of lands;
- six items concerning proposed disposition of lands; and
- one item concerning labour relations or employee negotiations.

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 – 239 (2)(c) a proposed acquisition or disposition of land by the municipality and (d) labour relations or employee negotiations.

Carried

15. Adjournment

Moved by: Councillor R. Zagordo

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

Carried

Mayor

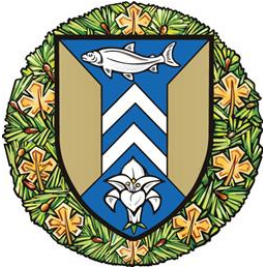
City Clerk

Meeting	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
13-Dec-21	Legal	AIM Recycling	J. King	Q3 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	Q4 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	Q3 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	Q3 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. Thomas	Q3 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	Q3 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	Q3 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. Thomas	Q3 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
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	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: <ul style="list-style-type: none"> - 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 IT	Snow Removal Service Delivery Assessment	S. Hamilton Beach D. Perri F. Coccimiglio	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	Q2 2026		Economic Development team collaborate with RAIN and other regional partners already delivering agri-food programming with a mandate to: <ul style="list-style-type: none"> - 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	Q3 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

2-Sep-25	Fire CD&ES	National Emergency Management / Forest Firefighting Service	N. Thibeault B. Lamming	Q2 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	Q3 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	Q4 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	Q4 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	Q2 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	Q3 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 T. Vecchio	Q3 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 Development 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
12-Jan-26	PW&ES	Windrows	S. Hamilton Beach D. Perri	Q3 2026	Work with local contractors to establish an estimated cost to tender the removal of driveway windrows, only during grading operations, with a per occurrence price, using PWT operations historical data to establish a budget that can be considered by Council for the 2026/27 winter season.	L. Dufour L. Vezeau-Allen
2-Feb-26	CD&ES Legal	Accessibility of Epinephrine Auto-Injectors	B. Lamming N. Maione J. King	Q3 2026	Investigate the feasibility, cost, potential liability, and implementation plan for equipping all public City facilities with stock epinephrine auto-injectors.	M. Scott A. Caputo
2-Feb-26	CD&ES	Green Economy	B. Lamming R. Van Staveren	Q3 2026	Identify and apply for specific funding through the NOHFC Invest North – Innovation Program and the FCM Community Energy Systems stream to offset the costs of these feasibility studies.	C. Gardi S. Spina
23-Mar-26	PW&ES	Traffic Controls Signals - Trunk Road, Dacey Road, Frontenac Street	S. Hamilton Beach C. Rumiel	Q3 2026	Research the creation of an intersection complete with traffic control signals to connect Frontenac Street, Dacey Road and Trunk Road, and that staff engage partners from Batchewana First Nation and the rail service and report back on the feasibility, timelines and cost of this project along with any potential funding opportunities.	S. Spina S. Hollingsworth
23-Mar-26	PW&ES	Traffic Study - Wellington Street East and Shannon Road	S. Hamilton Beach C. Rumiel	Q3 2026	Undertake a traffic warrant study for the signal at the intersection of Wellington Street East and Shannon Road and report back to City Council with the study findings by September 1, 2026.	S. Hollingsworth S. Spina
23-Mar-26	CD&ES	Community Economic Development	R. Van Staveren	Q3 2026	Establish a working group with Wawa, Echo Bay, Blind River, St. Joseph Island and other members of the Algoma District Municipal Association to set economic goals that could include small to mid-size industries and/or tourism and/or agriculture to ensure that Sault Ste Marie and area is resilient for the future as artificial intelligence and other changes start to impact the community.	S. Hollingsworth M. Scott
23-Mar-26	Finance	Assessment Appeals	S. Schell	Q2 2026	Review the City's tax ratios, classes, or any other tax policy that could offset some or all of the losses from the large tax appeals.	M. Scott R. Zagordo
23-Mar-26						



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair, CAO
DEPARTMENT: Chief Administrative Officer
RE: Northern Ontario School of Medicine University Campus
Planning

Purpose

The purpose of this request is to seek Council approval for a \$25,000 contribution from the Community Development Fund to support the Northern Ontario School of Medicine University (NOSM U) campus planning to establish a third primary campus in Sault Ste. Marie.

Background

On March 18, 2024, City Council approved a contribution from the Community Development Fund of \$75,000 to support the development of a business case and funding proposal for a regional campus of NOSM U in Sault Ste. Marie. Sault Area Hospital also contributed \$25,000 towards the initiative as part of their contribution and commitment to physician recruitment in the community.

BDP Quadrangle (BDP) was the lead consultant on the project, and the project team also included Avison Young, Human Space, and Hanscomb. On April 29, 2025 the report was presented to City Council and focused on establishing a Primary Care Teaching Clinic (PCTC) in Sault Ste. Marie. A PCTC is a specialized facility within a healthcare setting that provides post-graduate medical education (PGME), residents, medical students, and healthcare professionals with clinical training.

On January 14, 2026, the Provincial government announced \$8 million to support planning for 16 new and expanded primary care teaching clinics across the province including a site in Sault Ste. Marie.

NOSM U is now retaining BDP for additional services that will include the planning of a full campus for years one to four of undergraduate medical education (UME) in Sault Ste. Marie. NOSM U anticipates that they would need to be operational in Sault Ste. Marie in the medium term (3-5 years) to accommodate expansion of

their medical school seats. It is estimated that approximately 48 students (years one and two) would be enrolled in the Sault Ste. Marie campus of NOSM U.

The total scope of work for BDP for this next phase of planning, which involves work at their other locations, is approximately \$60,000. City staff have discussed a contribution of \$25,000 to assist with the consulting costs devoted to planning the Sault Ste. Marie expansion (site selection, meeting with key stakeholders and developing design options).

It should be noted that this is the first step in seeking approval for the establishment of a Sault Ste. Marie campus. Further approvals will be needed from the Board of Governors of NOSM U and the Provincial government in order to move forward with a full academic campus in Sault Ste. Marie.

NOSM U is in the process of securing funding from their Board of Governors for this project and the City's contribution will help in obtaining approval.

While NOSM U and local healthcare organizations are about to embark on the establishment of the PCTC, becoming a full academic campus will provide medical learners with an opportunity to complete all of their medical education from start to finish, which will benefit and augment Sault Ste. Marie's physician recruitment and retention strategy as data shows that about 90% of practicing physicians who complete both their UME and PGME at NOSM U remain to practice close to the location where they completed both undergraduate and postgraduate training.

Analysis

Council is well aware of the challenges that are being experienced with the provision of primary care services in Sault Ste. Marie.

The previous feasibility study completed with BDP documented the clear need and benefits of a regional campus of NOSM U in Sault Ste. Marie. A campus will provide a long-term solution for physician recruitment.

The Northern Ontario School of Medicine (NOSM), created in 2002, made history by becoming Canada's first independent medical university and became an independent university on April 1, 2022.

NOSM University is a medical education success story in Canada. Born of a grassroots movement, NOSM University is a made-in-the-North solution to regional health care inequalities. Its internationally recognized distributed, community-engaged learning (DCEL) model is distinctive.

This education model requires NOSM University to have strong ties and engagement with remote, rural, Indigenous and Francophone communities. It features partnerships and collaborations with more than 500 organizations, in more

than 90 communities, and with more than 1,800 clinical, human, and medical sciences faculty dispersed across all of Northern Ontario.

In addition to offering a Committee on Accreditation of Canadian Medical Schools (CACMS) fully accredited MD program, NOSM University offers a Master of Medical Studies, Dietetic Practicum Program (DPP), Medical Physics Residency Education Program (MPREP), Physician Assistant (PAs), and Postgraduate Residency programs accredited by both the Royal College of Physicians and Surgeons of Canada (RCPSC) and College of Family Physicians of Canada (CFPC).

NOSM University has a mandate to be socially accountable to the cultural diversity of the region it serves including Indigenous and Francophone peoples, remote communities, small rural towns, large rural communities, and urban centres. Evidence of this mandate can be found in the University's curriculum, administrative structure, research program, student demographics, continuing education program, and more.

As of May 2025, NOSM University has graduated 1,041 MDs – 92 are Indigenous and 214 are Francophone. More than half of these physicians have stayed in Northern Ontario. A remarkable 34 of this year's MD graduates matched to family medicine, representing 49% of all MD graduates. On average, 52.67% of NOSM MD grads select Family Medicine as their first choice for residency, compared with 38.20% for all Canadian applicants.

In 2018, NOSM contributed an estimated \$122-134 million in new economic activity in Northern Ontario. An impact study has not been conducted for the Sault Ste. Marie campus at this early stage, however, it can be anticipated a Sault Ste. Marie campus will bring substantial economic benefit to the community related to construction jobs, faculty and administrative positions, and the presence of the medical students attending the campus.

At the March 31, 2026 Sault Ste. Marie Economic Development Corporation Board meeting, the following resolution was passed:

Be it resolved that the application for a \$25,000 funding from the City Community Development Fund to support the feasibility study by the Northern Ontario School of Medicine is fully supported by the Economic Development Corporation.

Financial Implications

The contribution of \$25,000 would be provided from the Community Development Fund. There are sufficient funds in this reserve to cover the costs of this contribution to NOSM U campus planning in Sault Ste. Marie.

Strategic Plan / Policy Impact / Climate Impact

This report aligns directly with the Corporate Strategic Plan 2024-2027 in the Community Development focus area – "Well-being – Advocate for improved

health-care facilities and personnel; Foster collaboration and coordination of health and social services; and Invest in allied healthcare recruitment and innovative labour force solutions.”

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated April 13, 2026 concerning the establishment of a regional campus of the Northern Ontario School of Medicine University in Sault Ste. Marie be received and that a contribution of \$25,000 from the Community Development Fund – Economic Development Stream to support NOSM U with campus planning in Sault Ste. Marie be approved.

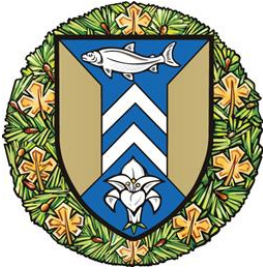
Respectfully submitted,

Tom Vair

CAO

705.759.5347

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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

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

Purpose

The purpose of this report is to provide Council with information concerning the 2026 Municipal Election.

Background

Municipal elections in Ontario are conducted under the *Municipal Elections Act, 1996*. Regular elections are held every four years. The municipal clerk has primary statutory responsibility for conducting the election, including nominations, voter processes, voting procedures, results, and post-election financial filing administration. Council's role is focused on governance matters such as budget, by-laws (where required), and receiving administrative reports, while maintaining the independence of the clerk in election administration.

The offices to be elected include: Mayor, members of Council, and school board trustees (English Public, English Separate, French Public, and French Separate).

Analysis

The 2026 Municipal Election takes place on Monday, October 26, 2026.

Nominations for office open on May 1, 2026 and are accepted until 2 p.m. on August 21, 2026.

The election will be conducted by in-person paper ballot, tabulator count. Alternative voting methods to be offered include: register to vote-by-mail, proxy voting, and register to vote-from-home.

Elections Ontario is maintaining the Voters List for the 2026 election. Electors can check and revise their information **now** at <https://vreg.registertovoteon.ca>. The Voters List will be available to candidates September 1. Clerk's staff will process revisions between September 1 and October 26, 2026.

Advance Voting will take place at the Bay Street Active Living Centre 55+, 619 Bay Street on:

Wednesday, October 7 – noon to 7 p.m.
Saturday, October 10 – 10 a.m. to 6 p.m.

2026 Municipal Election

April 18, 2026

Page 2.

Wednesday, October 14 – noon to 7 p.m.

Saturday, October 17 – 10 a.m. to 6 p.m.

Clerk's staff are hosting a candidate information night on Wednesday, April 15, 2026 to provide information to individuals who may be interested in running for municipal office. Staff from the Ministry of Municipal Affairs and Housing will also be in attendance.

Financial Implications

The estimated cost to conduct the election is \$319,700 and is reflected in the 2026 budget.

Strategic Plan / Policy Impact / Climate Impact

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

There are no direct climate implications

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated April 13, 2026 concerning 2026 Municipal Election be received as information.

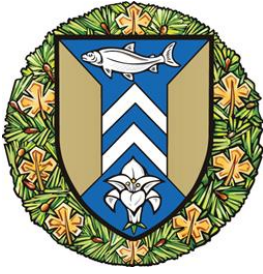
Respectfully submitted,

Rachel Tyczinski

City Clerk

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

April 13, 2026

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

Purpose

The purpose of this report is to recommend that a recount policy not be adopted for the 2026 Municipal Election.

Background

Section 56(3) of the *Municipal Elections Act, 1996* (MEA) states that a municipality may, by by-law, adopt a policy in which the municipality requires the Clerk to hold a recount of the votes cast in an election.

Under the MEA, the only time a recount occurs automatically is in the event of a tie vote. Recounts may also be conducted under the authority of a resolution of Council or local board, an order from the Ministry of Municipal Affairs, or an order from the Superior Court of Justice.

Analysis

Some councils in Ontario have created recount policies that mirror the provisions of the MEA; others have chosen to go beyond the statutory provision for a recount by adopting policies that trigger automatic recounts in other close-margin situations (for example, when two candidates are within 10 votes or within a small percentage of the vote total).

Given that under section 57(1) of the MEA, a Council or local board may pass a resolution requiring a recount within 30 days after the Clerk's declaration of election results, staff does not recommend a recount policy.

Financial Implications

There are no financial implications associated with adopting the recommendation of staff.

Strategic Plan / Policy Impact / Climate Impact

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

There is no climate impact.

Recount Policy – 2022 Municipal Election

April 13, 2026

Page 2.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated April 13, 2026 concerning Recount Policy – 2026 Municipal Election be received and the recommendation not to adopt a recount policy be approved.

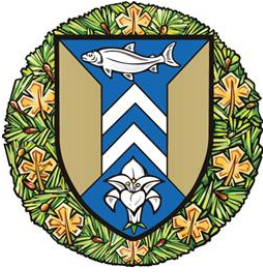
Respectfully submitted,

Rachel Tyczinski

City Clerk

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: 2026 Elections in Territories Without Municipal
Organization (Algoma)

Purpose

The purpose of this report is to seek Council approval to enter into agreements with the Algoma District School Board, Huron Superior Catholic District School Board, Conseil Scolaire Public Du Grand Nord de l'Ontario, Conseil Scolaire de District Catholique du Nouvel Ontario, and the Sault Ste. Marie District Social Services Administration Board to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

Background

In 2018 and 2022 the City of Sault Ste. Marie acted as the Returning Officer in the school board trustee elections and the DSSAB election. The DSSAB board positions were acclaimed in both 2018 and 2022.

Analysis

The elections will be conducted through vote-by-mail. Providing the service allows the City to increase the utilization and effectiveness of some of its election processes.

Although there is some conjecture that the Province may change the school board structure in Ontario, it is necessary for school boards to prepare as if the elections will take place and adjust accordingly. Nominations open May 1, 2026.

Financial Implications

The terms of the negotiated agreements will result in full recovery of the direct and indirect costs of providing the service.

Strategic Plan / Policy Impact / Climate Impact

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

There is no climate impact.

Recommendation

It is therefore recommended that Council take the following action:

2026 Elections in Territories Without Municipal Organization (Algoma)

April 13, 2026

Page 2.

The relevant By-laws 2026-45, 2026-46, 2026-47, 2026-48, and 2026-49 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

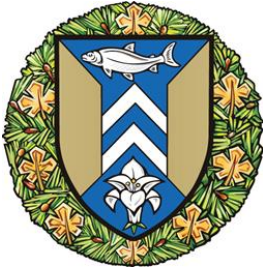
Respectfully submitted,

Rachel Tyczinski

City Clerk

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Use of Corporate Resources Policy – 2026 Municipal Election

Purpose

The purpose of this report is to obtain Council approval of a Use of Corporate Resources Policy for the 2026 Municipal Election.

Background

Section 88.18 of the *Municipal Elections Act, 1996* provides that municipalities and local boards shall establish rules and procedures with respect to the use of municipal or board resources during the election campaign period.

The 2026 election campaign period begins on the day a candidate files their nomination papers until December 31, 2026 (unless extended). The nomination period for the 2026 election is May 1, 2026 to August 21, 2026 at 2 p.m.

Analysis

The policy serves to ensure the protection of freedom of expression while maintaining that corporate resources not be used to promote or provide an unfair advantage to any candidate, political party, or a registered third party.

The policy also regulates staff conduct with respect to supporting a campaign.

This policy is not intended to interfere with a member of Council's role as an elected representative for the 2022-2026 term of Council.

Financial Implications

There is no financial impact associated with the adoption of this policy.

Strategic Plan / Policy Impact / Climate Impact

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

There is no climate impact associated with the adoption of this policy.

Recommendation

It is therefore recommended that Council take the following action:

Use of Corporate Resources Policy – 2026 Municipal Election

April 13, 2026

Page 2.

The relevant By-law 2026-50 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

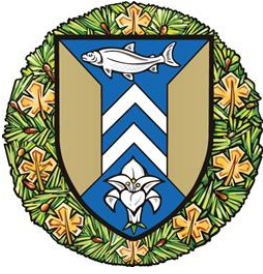
Respectfully submitted,

Rachel Tyczinski

City Clerk

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rachel Tyczinski, City Clerk
DEPARTMENT: Corporate Services
RE: Amendment to 2026 Council Meeting Schedule

Purpose

The purpose of this report is to obtain Council approval of an amendment to the 2026 Council meeting schedule.

Background

The 2026 Council meeting schedule was approved by Council on October 14, 2025.

Analysis

The 2026 Council meeting schedule reflected a Council meeting on Tuesday, September 1, 2026. In fact, the meeting should have been scheduled for Monday, August 31, 2026.

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.

There is no climate impact.

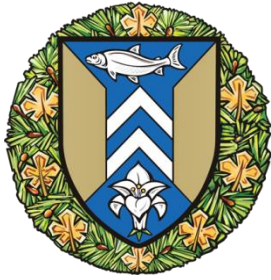
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated April 13, 2026 concerning Amendment to 2026 Council Meeting Schedule be received and that the amended schedule be approved.

Respectfully submitted,

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



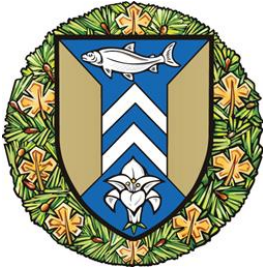
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

2026 City Council Meeting Schedule

Date

January 12	5 p.m.
February 2	5 p.m.
February 23	5 p.m.
March 23	5 p.m.
April 13	5 p.m. 5 p.m.
May 4	5 p.m.
May 25	
June 15 (joint with Sault Ste. Marie Michigan in Canada)	5 p.m.
June 22	
July 13	5 p.m.
August 10	5 p.m.
August 31	5 p.m.
September 21	5 p.m.
November 9	5 p.m.
November 16 (Inaugural Meeting 2027-2030 Council)	5 p.m.
December 7	5 p.m.

Note: Public meetings under the *Planning Act* begin at 5 p.m.



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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Shelley J. Schell, CPA, CA Chief Financial Officer and
Treasurer
DEPARTMENT: Corporate Services
RE: Long-Term Tax Policy Update and Revision

Purpose

The purpose of this report is to respond to the Council motion regarding the current tax policy and to provide an update and recommendations.

Background

At the March 23, 2026, Council meeting the following resolution was passed:

Whereas a small number of large tax appeals from large landowners have caused the City to lose revenues that were budgeted for, and

Whereas it is the City's objective to avoid tax increases that could result from the lost assessment, and

Whereas it is prudent to review tax classes, ratios and other tax policies to offset any losses that have arisen as a result of the tax appeals;

Now Therefore Be it Resolved that staff be directed to review the City's tax ratio's, classes or any other tax policy that could offset some or all of the losses from the large tax appeals.

Analysis

The City's long-term property tax policy aims to establish a sustainable and equitable assessment base. Tax fairness and equity are achieved through the assessment base and the tax ratios applied to the various tax classes. The tax policy also supports economic competitiveness and business growth, thereby attracting investment and supporting local businesses. It is utilized to encourage housing supply and efficient land use through tools such as the vacant home tax and tax increment equivalent grants (TIEG).

Tax policy does not impact the levy requirement as it is determined independently. It does not change the overall amount of the levy to be collected but sets out how

it is to be distributed. Any tax policy reduction in the taxes for one property class, therefore, must have an increase in one or more other classes for the overall levy requirement to be met.

Municipalities have the authority to develop their own tax policies, but they must be within provincially defined parameters. The Province has established a mandated range of fairness for broad class ratios, limiting the municipality’s ability to control tax distribution. Moving all property classes within the ranges of fairness will make tax treatment more equitable.

In addition to the range of fairness, the Province also established a threshold ratio. If a municipality has a property class ratio above the mandated threshold, a levy restriction will come into force that prohibits the municipality from applying the full levy increase to that class. Capping the tax burden on that class shifts it away from that class and typically onto the residential class.

Below is a summary of these ratios for the main classes:

Property Class	Range of Fairness	Threshold Ratio
Residential	1.0	
Multi-residential	1.00-1.10	2.0
Commercial	0.60-1.10	1.98
Industrial	0.60-1.10	2.63
Aggregate Extraction	0.60-1.10	2.63
Pipelines	0.60-0.70	
Farmlands	0.0-0.25	
Managed Forests	0.25	

Tax ratios reflect how a property class tax rate compares to the residential rate. By changing the ratios, the tax burden between the classes changes. Municipalities can generally control the distribution of taxes in the following ways:

- Use alternative ratios to reduce the tax share for specific property classes by reducing the class tax ratio, except for the residential class, which is always 1.0. Alternative ratios are constrained by the provincial regulations set out above.
- Maintain the share of tax by class at the previous year’s level by choosing revenue-neutral ratios. This is limited when a class is above the provincial threshold ratio and is levy-restricted.
- Redistribute the class share of taxes within the commercial and industrial classes by adopting or collapsing optional classes and varying the tax ratios.
- Reduce the subclass reduction for vacant and excess land.

Assessment Growth

The 2025 assessment growth is 0.11%, resulting in a municipal revenue growth of 0.39%, or \$165,182. The breakdown by broad class reflects the impact of a large commercial appeal that was settled in 2025.

Residential	\$ 418,620
Multi-residential	\$ 299,912
Commercial	\$(484,669)
Industrial	\$(72,651)
Other	\$ 4,270
	<u>\$ 165,482</u>

The 5-year average for assessment growth is 0.68%, and the 10-year average is 0.45%. There were no years with 1% assessment growth over the 10-year span, though some years were close.

The recent appeals in the commercial and industrial classes have had a significant impact. The decrease in assessment in these classes transfers the tax burden mainly to the residential class. The recent appeals reflect a continuing trend, and assessments in the commercial and industrial classes are still at risk. Staff will continue to monitor and report to Council on any significant changes and strategies for mitigating.

Current Long-term Tax Policy

The current tax policy was approved by Council on November 21, 2016. The policy recognized that the industrial and commercial classes were high and, on fairness grounds, should be reduced. This goal, as noted in the Council report, was complicated by significant assessment shifts since 2009, in particular, the large industrial assessment decrease of 22%. During that period, revenue-neutral tax ratios were used to mitigate the shift in tax burden to the residential class. This ultimately increased the tax ratio in the industrial and commercial classes. It should be noted that the assessment decrease in the industrial and commercial classes was the root cause of the tax ratio equity issue.

The report noted that a solution to the problem was growth in these sectors. If non-residential properties appreciate faster than residential properties, tax ratios can decline without tax shifting between the classes.

The current tax policy approved recommendation was to implement a directed reduction in the industrial and commercial classes when the overall real net assessment growth exceeds 1%, until the tax ratios for those classes equal the provincial threshold levels.

Since the inception of the current tax policy, ratios have decreased significantly, marking positive progress for the commercial and industrial tax classes. The industrial tax ratios are still on the higher side but will continue to slowly ratchet

down due to the levy restriction. The commercial tax ratios are now below the threshold ratio and are no longer levy-restricted, which demonstrates positive progress due to achieving tax policy goals. The commercial ratio will not move closer to the range of fairness without directed decreases or growth in the class.

	Range of	Threshold	Ratio	Ratio	
	Fairness	Ratio	2017	2025	Decrease
Large Industrial Occupied	0.60-1.10	2.63	8.589432	6.792239	21%
Industrial Standard Occupied	0.60-1.10	2.63	4.836321	3.824401	21%
Commercial Occupied	0.60-1.10	1.98	2.248677	1.928025	14%

Progress has been made toward fairness and equitable tax treatment of the industrial ratios, as reflected in the chart above. The BMA Management Consulting Inc. 2025 Municipal Study shows the municipal/education tax for the large industrial class in the mid-range at \$1.06 per square foot. The average for the survey is \$1.23

Since the approval of the tax policy in 2016, the City has exited tax capping in the multi-residential and commercial classes. It is in year 3 of 4 to exit from the industrial class. Tax capping is a separate type of phase-in that occurred within the class after the tax ratios are set. Tax capping claws back some or all of the decreases that other properties were to have received when the Current Value Assessment (CVA) based system was adopted in the 1990's. The clawbacks were intended to fund increases in property taxes that would have been difficult to absorb. With the exit from tax capping, all the properties in the class are now at CVA and are treated equitably within the class. No property within the class is funding other properties' assessment increases. This is a significant step forward for the City and demonstrates steady progress to achieving the goals of the tax policy.

The City also reduced the multi-residential tax ratio to align with housing objectives aimed at increasing the supply of available units. When the current tax policy was approved in 2016, the ratio was 1.304767. It was reduced to 1.082 by 2019, which is in the range of fairness and close to the residential ratio of 1.0.

Working within the provincially regulated ratio guidelines and keeping the residential overall tax increase equal to or less than the levy increase, staff have recommended tax ratio changes since 2017 that improved the overall distribution of the levy.

It should be noted that property tax assessments are still held at 2016 values. Municipalities are waiting for the Province to update the assessments to reflect current values, which is an important step to ensure fairness.

Review of Long-term Tax Policy

Council has requested that staff review the tax policy and ratios to mitigate some or all of the large assessment appeals. The following scenarios were reviewed to accomplish this objective:

1) Alternative ratios

The residential class ratio is always equal to 1.0. The commercial and industrial class cannot be increased above their starting ratio each year. Directed decreases will further reduce the commercial and industrial classes, which have been the focus of recent appeals. Alternative ratios will not meet the objective set out by Council.

2) Revenue-Neutral Ratios

Revenue-neutral ratios are always modelled annually as a scenario for setting tax rates. Revenue-neutral ratios have not been used during the current tax policy period, as there have been no significant tax shifts to alter the tax ratios. Growth across various classes will also mitigate shifts in the tax burden. Modelling for 2026 taxes does not reflect a change in the tax ratios from the starting ratios, indicating no tax burden shift.

3) Compression of Industrial and Commercial Subclasses

Expanded tax classes were established by the City in 1998 when the new Current Value Assessment system was implemented. All municipalities were to have at least 7 realty tax classes, but could elect to establish additional classes. Council of the day approved the recommendation of staff to use expanded classes in the commercial and industrial broad classes due to concerns regarding the shifting of taxation within the broad commercial and industrial assessment classes. At the time, without expanded classes, there would have been a tax shift from large industrial taxpayers to small industrial taxpayers.

If the City were to collapse the expanded classes, it would decrease the tax ratio to the large industrial class by setting them at the Industrial broad class ratio. If all the expanded classes were collapsed, there would be a \$3 million tax decrease from the industrial class to the residential class (\$2.5 million) and the balance to the multi-residential and commercial classes. The shift would not meet the objectives set out by Council.

4) Elimination of Discounted Tax for Vacant/Excess Land Subclasses

Since 2017, the Province has provided municipalities with broad flexibility to tailor the treatment of vacant and excess lands. Currently, the City of Sault Ste. Marie provides a 30% tax rate discount for commercial and a 35% discount for industrial vacant and excess land. There are 258 properties with an average assessment

value of approximately \$140,000. The Province phased out the education property tax discounts for vacant/excess land in 2020 for all municipalities.

Unimproved land in all property classes is subject to lower overall taxation than comparable lands with buildings because the property values (CVA) tend to be lower. The discount currently provides an additional reduction in property tax rates for commercial and industrial land.

Eliminating the discount may encourage the development of vacant, privately owned land rather than providing an incentive to leave vacant.

By eliminating the discount, the residential and multi-residential class will see a reduction in the 2026 tax burden of approximately \$150,000, or 0.13% reduction in the tax rate. This will offset just over 30% of the 2025 municipal revenue decline in the commercial class, which was mainly due to assessment appeals.

The occupied commercial and industrial classes will see slight decreases as they will also no longer be paying for the vacant/excess subclass discounts.

Long-Term Tax Policy Recommendations

The elimination of the discounted tax for vacant/excess land subclasses is recommended. It provides fairness across property classes, as assessments are already lower because the Municipal Property and Assessment Corporation (MPAC) allows for vacancy and obsolescence discounts in valuation. It also encourages land development, which may help offset the City's declining supply of vacant, serviced industrial land parks, rather than providing an incentive for keeping it vacant.

Recognizing that the City's tax ratios for the commercial and industrial classes remain outside the range of fairness, it is recommended that the City continue pursuing a ratio within that range. This will support economic competitiveness, business growth, help attract investment, and support local businesses. The industrial class will continue to ratchet down slowly as they are in levy-restriction. The commercial class will not change except with growth or directed ratio changes. Staff will review and provide council with various alternative ratio scenarios annually, while keeping the residential tax increase no greater than the levy increase.

Financial Implications

The tax ratio recommendations will not impact the budget as the allocation of the levy does not impact the levy.

Strategic Plan/Policy Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Long-Term Tax Policy Update and Revision

April 13, 2026

Page 7.

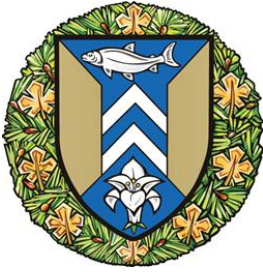
Resolved that the report of the Chief Financial Officer and Treasurer dated April 13, 2026 concerning the Long-Term Tax Policy Review and Update be received and that the following Long-term Tax Policy objectives be approved:

1. Continue to pursue reaching ratios in the commercial and industrial class within the range of fairness, while keeping the residential tax increase at or less than the levy increase
2. Eliminate the discounted tax for the vacant/excess land subclasses for the 2026 tax year and each subsequent year.

The relevant By-law 2026-40 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Two 4WD Farm Tractors – Public Works Parks Division

Purpose

The purpose of this report is to obtain Council approval for the purchase of two 4WD farm tractors with loader, as required by Public Works and Engineering Services – Parks Division.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on February 25, 2026 within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by the Manager of Building, Fleet and Skilled Trades – Public Works. The low tendered price, meeting specifications has been indicated on the summary attached.

All bid submissions were in excess of project estimates. Per Procurement Policy (Section 26), negotiation with the lowest compliant bidder meeting specifications was undertaken to value manage costs, which included removing some additional accessory items included in the bid price.

Financial Implications

The total value managed purchase price from Northshore Tractor for the purchase of two 4WD farm tractors meeting specifications is \$338,524 including non-rebatable HST.

This request can be accommodated with the approved 2026 Capital funding allocation for Public Works capital equipment.

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:

Two 4WD Farm Tractors – Public Works Parks Division

April 13, 2026

Page 2.

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning purchase of two 4WD Farm Tractors with loader as required by Parks Division be received, and that the purchase from Northshore Tractor in the amount of \$332,668.82 plus HST be approved.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

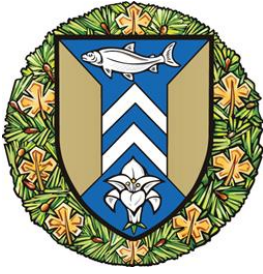
k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
TWO (2) FWD FARM TRACTORS

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price after Trade-In Allowance (HST extra)</u>	<u>Remarks</u>
Construction Equipment Co. Sault Ste. Marie, ON	LS MT7101	4 to 6 weeks	5 year limited	\$330,000.00	Does not meet specifications
Northshore Tractors Echo Bay, ON	John Deere 5095M	7 months	24 months/2000 hours	\$387,215.14	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
 Value manage cost adjustments have been determined
 The total cost to the City after adjustments will be \$338,524 including non-rebatable HST
 It is my recommendation that the tendered prices with cost adjustments, submitted by Northshore Tractor, be accepted.

Karen Marlow
Manager of Purchasing



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Tender – Ready Mix Concrete

Purpose

The purpose of this report is to obtain Council approval for the supply of Ready Mix Concrete as required by Public Works and Engineering Services for the 2026 Construction Season.

Background

The tender was publicly advertised and notification provided to all firms on the bidders list. Opening of the tender took place after closing on March 25, 2026, within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by a committee comprised of staff from Public Works. The low-tendered pricing meeting specifications have been indicated in the attached summary.

Financial Implications

A maximum limit of \$296,460 has been established for the purchase of Ready Mix Concrete under this tender. Funding for the purchase of material as required will be drawn from various Public Works Street Maintenance Accounts as set in the 2026 budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning the supply of Ready Mix Concrete for the 2026 Construction Season commencing May 1, 2026, as required by Public Works, be received and that the supply be awarded to Amrize Canada Inc. at the tendered pricing, HST extra.

Tender – Ready Mix Concrete

April 13, 2026

Page 2.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION
Operating Budget: \$296,460

RECEIVED: March 25, 2026
FILE: #2026PWE-PWT-03-T

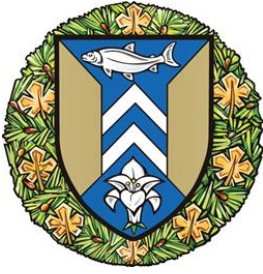
**SUMMARY OF TENDERS
READY-MIX CONCRETE**

Firm Prices for 12-Month Period (HST extra) - May 1, 2026 to April 30, 2027

<u>Description</u>	<u>2025 Season</u>	<u>Amrize Canada Inc. Sault Ste. Marie, ON</u>		<u>Caswell Concrete Products Sault Ste. Marie, ON</u>		<u>Fisher Wavy Inc. Sault Ste. Marie, ON</u>	
		<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
32Mpa Ready-Mix Concrete (CSA 23.1) (w/Air)	375	\$ 588.0000	\$ 220,500.00	\$ 605.0000	\$ 226,875.00	\$ 598.0000	\$ 224,250.00
Total:			\$220,500.00		\$226,875.00		\$224,250.00

Note: The low tendered prices, meeting specifications, are boxed above.
The above quantities represent 2025 usage
It is my recommendation that the low tendered prices submitted by Amrize Canada Inc. be accepted.

Karen Marlow
Manager of Purchasing



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

April 13, 2026

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

Purpose

The purpose of this report is to obtain Council approval for the supply of Asphalt as required by Public Works and Engineering Services for the 2026 Construction Season.

Background

The tenders were publicly advertised and notification provided to all firms on the bidders list. Opening of the tenders took place after closing on March 25, 2026, within the e-bidding system.

Analysis

The tenders received have been thoroughly evaluated and reviewed by a committee comprised of staff from Public Works. The low-tendered pricing meeting specifications has been indicated on the attached summary.

Financial Implications

A maximum limit of \$1,107,000 has been established for the purchase of Asphalt under this tender. Funding for the purchase of material as required will be drawn from various Public Works Street Maintenance Accounts as set in the 2026 budget.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated April 13, 2026 concerning the supply of Asphalt for the 2026 Construction Season commencing May 1, 2026, as required by Public Works, be received and that the supply be awarded to Avery Construction Ltd. at the tendered pricing, HST extra.

Tender for Asphalt

April 13, 2026

Page 2.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

**SUMMARY OF TENDERS
ASPHALT**

Firm Prices for 12-Month Period (HST extra) - May 1, 2026 to April 30, 2027

<u>Description</u>	<u>5-Year Average</u>	<u>Avery Construction Ltd. Sault Ste. Marie, ON</u>		<u>Pioneer Construction Inc. Sault Ste. Marie, ON</u>		<u>Trimount Construction Group Inc. Sault Ste. Marie, ON</u>	
		<u>Price per Tonne</u>		<u>Price per Tonne</u>		<u>Price per Tonne</u>	
HL2 Asphalt	1315	\$ 129.5300	\$170,331.95	\$ 147.3000	\$193,699.50	\$ 133.4300	\$175,460.45
HL3 Asphalt	1665	\$ 127.0000	\$211,455.00	\$ 148.2000	\$246,753.00	\$ 129.2300	\$215,167.95
HL3A Asphalt	2047	\$ 130.8100	\$267,768.07	\$ 151.0000	\$309,097.00	\$ 137.6200	\$281,708.14
HL4 Asphalt	355	\$ 125.4900	\$44,548.95	\$ 148.2000	\$52,611.00	\$ 129.0000	\$45,795.00
HL8 Asphalt	507	\$ 122.4200	\$62,066.94	\$ 144.6000	\$73,312.20	\$ 119.1800	\$60,424.26
			<u>\$756,170.91</u>		<u>\$875,472.70</u>		<u>\$778,555.80</u>

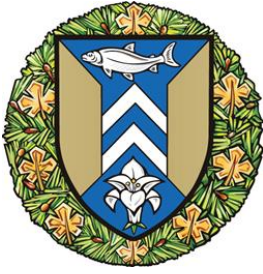
Note: The low tendered pricing, meeting specifications, is boxed above.

The above quantities represent average usage from 2021-2025

An allowance for payment adjustments may apply in accordance with OPSS.MUNI 310 Performance Graded Asphalt Cement price index

It is my recommendation that the low tendered prices submitted by Avery Construction Ltd., be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Alcohol Risk Management Policy Updates 2026

Purpose

The purpose of this report is to request Council approval of the updated Alcohol Risk Management Policy.

Background

The Alcohol Risk Management Policy (ARM) is administered through Community Development and Enterprise Services and Public Works and Engineering Services. The Manager of Recreation and Culture is responsible for updating the ARM Policy whenever required. The policy was last updated July 10, 2023. Changes made focused on making the document easier to read, removing duplication to make it more concise and AODA compliant. The addition of requiring recyclable cups aligned with the Environmental Stewardship value within the Corporate Strategic plan.

A summary of the Alcohol Risk Management Policy updates has been prepared and is included as Appendix A in this report. The Alcohol Risk Management Policy is attached to By-law 2026-35 elsewhere on the Agenda.

Analysis

To improve the process for event organizers and businesses providing alcohol service at events taking place on City property, further updates have been made. One of the significant updates is a process change related to the form 'Permits Where Alcohol Will Be Served' which is located on page 16 in the ARM policy and referred to as Appendix A.

The permit/licence holder and identified designate are required to sign and adhere to the conditions as outlined in the policy. The old process required the permit/licence holder to obtain signatures from Algoma Public Health, Fire Services, Police Services, City Clerk, Community Services Department Staff and, if a tent or marquee was being erected, a signature from the Building Department was required.

Through discussions with the key stakeholders, it was determined that they required notification of the event but did not need a signature. The new process will eliminate the need for the permit/licence holder to obtain signatures from Algoma Public Health, Fire Services, Police Services, City Clerk which will streamline the process. Instead, once the application is complete it will be submitted to the Recreation and Culture Division for review. Once all the conditions have been satisfied and the permit is approved by the department, it will circulate the completed form along with any additional information to regarding the event for awareness.

Financial Implications

There are no financial implications related to this report.

Strategic Plan / Policy Impact / Climate Impact

This item is linked to the Corporate Strategic Plan:

Focus Area 4: Service Delivery – Eliminate Barriers – Review Processes, policies, and procedures to identify efficiencies.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-54 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759.5311
v.mcleod@cityssm.on.ca

Summary of Alcohol Risk Management Policy Updates 2026

1. General Updates

- References to the “*Liquor License Act*’ (LLA) were updated to “*Liquor Licence Control Act*” (LLCA)
- Updated website links as appropriate throughout the document
- Updated contacts and phone numbers as required
- Replaced ‘Civic Centre’ with ‘Ronald A. Irwin Civic Centre’

2. Page 6

Section 1.1 Indoor Facilities Approved to Serve Alcohol

- Ermatinger•Clergue National Historic Site- Heritage Discovery Centre was added to the list of locations that has a liquor sales licence for the entire facility
- Removed – 73 Brock Street

Section 1.2

- Added: The City will require Appendix A completed along with AGCO licence (SOP or Catering Endorsement) a minimum of **14 days** prior to your event.

3. Page 7

- Removed the word ‘wine’ from in front of ‘coolers’ the statement now reads:
The City’s policy restricts alcohol served at “beer gardens” to beer, wine, and coolers. As well, the serving of low alcohol and non-alcoholic beverages as options is required.
- Added the ‘Downtown Plaza’ the statement now reads:
The serving of spirits (full service) is only permitted at Roberta Bondar Park, Downtown Plaza and Ermatinger Clergue National Historic Site - Heritage Discovery Centre for weddings, private receptions, closed events or where special permission is given in writing by the Director Community Services Department.
- Section 2: Specification of Conditions Under Which Alcohol Use is Permitted
Added “Licence to Occupy City Property Agreement’ and the first sentence now reads:
Anyone who wishes to serve alcohol at a designated site must complete a rental agreement or Licence to Occupy City Property Agreement that stipulates the conditions under which alcohol may be served.

4. Page 9

- Section 2.1.9 added the following statement in the second paragraph.

Appendix A

These numbers are suggestions and determined by event type, risk, anticipated attendance and may be adjusted by facility supervisor/manager as identified after site meetings and event operational plan.

5. Page 13

- Section 2.7 Tickets, changed the number of tickets from four (4) to six (6) and the sentence now reads:

The permit/licence holder will limit the number of tickets purchased for alcohol to not more than six (6) per purchase per person at one time. Ticket sales must cease thirty (30) minutes prior to bar closing time.

Note: In section 2.8 customers can still only receive 2 drinks at a time.

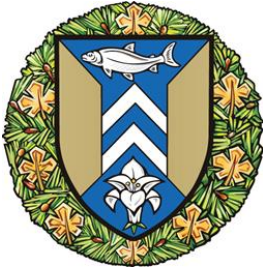
6. Page 15

- Lottery Licence Overview, added the following paragraph under Municipal Licenses:

To be eligible to receive a lottery licence, an organization must first have charitable objects and purposes that fall within one of the four classifications of charity: (a) the relief of poverty; (b) the advancement of education; (c) the advancement of religion; other charitable purposes beneficial to the community, not falling under (a), (b) or (c).Additional

7. Page 16

- Appendix A Permits Where Alcohol Will Be Served Form was updated and the requirement to obtain signatures from Algoma Public Health, Fire Services, Police Services, City Clerk has been removed. Once the application is approved by the Recreation and Culture Division it will be circulated for awareness. The circulation list is included on the form.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Licence to Occupy Agreement Etienne Brule Community
Garden – SOYA

Purpose

The purpose of this report is to request Council approval to renew the agreement with Save Our Young Adults to manage the Étienne Brulé Community Garden.

Background

In 2015 the Canal District Community Garden opened at the Étienne Brulé site, a new Hub Trail spoke was added, and an urban orchard was planted. An agreement was developed with the Algoma District School Board (ADSB). The City took responsibility for maintaining the above community assets as well as the playground and basketball courts.

The Community Garden is located on ADSB property and consists of 22 individual four-foot by eight-foot raised garden beds separated by pathways and surrounded by a fence.

The previous agreement was between the City of Sault Ste. Marie, ADSB, and Sault Ste. Marie Police Services (SSMPS). In 2025 Save Our Young Adults (SOYA) stepped forward to run the community garden, and a new agreement was prepared. The agreement is up for renewal and a new layout for the garden has been requested.

Analysis

ADSB is supportive of the request with the City of Sault Ste. Marie maintaining the community garden and bringing forward SOYA as the group to perform the task on behalf of the city.

SOYA has partnered with Clean North, which is involved with several community garden projects and will provide expertise in community gardening. To support operating and maintaining the garden, SOYA has many volunteers and skilled community partners to assist.

In 2026 SOYA plans to rebuild the 22 garden beds that have reached the end of their lifespan and rearrange the garden layout.

The community garden provides valuable educational opportunities, teaching community members about sustainable gardening practices, healthy eating, and the importance of environmental stewardship. Many residents, particularly those who may not have had the chance to learn about gardening gain hands-on experience and knowledge that can be applied in their own lives. Additionally, the garden will help address food insecurity by providing access to fresh, locally grown produce and offering healthier food options to those who may not have easy access.

Staff are recommending approval of the garden layout and that the agreement be renewed for a three year term.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

This item supports the Corporate Strategic Plans Focus Area:

Infrastructure: Environment – Seek opportunities to implement sustainable solutions.

Service Delivery: Build collaborative relationships to enhance service delivery options.

Climate Impact

The project is expected to have a positive impact on both the local environment and community. The project promotes biodiversity, increasing local food production, and reducing carbon emissions through sustainable gardening practices.

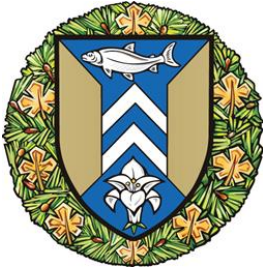
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-35 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director Economic Development
DEPARTMENT: Community Development and Enterprise Services
RE: Economic Development Summary 2025

Purpose

The purpose of this report is to provide an update on the activities of the Economic Development team for 2025.

Background

The Economic Development team has three primary focus areas: Business Development, which is focused on development of local industry; Business Attraction, which is focused on the attraction of industry to our community; and the Millworks Centre for Entrepreneurship that is focused on the development of the entrepreneurial ecosystem in Sault Ste Marie and the District of Algoma.

Analysis

A full Annual report can be found in Appendix A attached. Some of the highlights from the report are as follows:

Economic Development contributed to the launch of 50 new businesses and sustained 117 existing businesses. Direct job creation identified by Business Attraction is an additional 71 jobs.

Economic Development Overview – Business Attraction Pipeline

- **Leveraging Government Programs**
 - 52 collaborations across several governmental bodies including Invest Canada, Invest Ontario, Ministry of Northern Development, Consulates in the US and Canada and others.
- **IESO Engagement**
 - Assisted applicants in procuring letters of support for energy projects proposed in the city and surrounding area.
 - Total investment pipeline of all IESO related projects \$1.685B in potential capital investments.
- **New Business**
 - Data Security Hub – land sold, potential of 200+ jobs

Key Projects and Business Development Initiatives

- **Port Development Project**
 - Signed Memorandum's of Understanding (MOU's) with Algoma Steel and Hamilton Oshawa Port Authority (HOPA)
 - Significant advances in potential funding and project scope
- **Gateway Site Environmental Assessment**
 - Environmental Site Assessment well underway
 - Anticipated Completion Spring/Summer 2026
- **Yates Avenue (Industrial Land Sales)**
 - Property sold out in 2025, Identified sites for potential new Industrial Park
- **Millworks Centre for Entrepreneurship**
 - Empowered 23 local entrepreneurs with \$93,000 in funding
 - Hosted Bridges to Better Business Competition and brought together 75 entrepreneurs and business professionals
 - 20 workshops with 456 participants

Strategic Engagement and Future Directions

- **Updated Strategic Plan**
 - Updated Economic Development Strategic Plan through 2029 (Appendix B)
 - Focus on Industry Clusters – Critical Minerals, Steel Supply Chain, Forest Utilization, Agriculture, Energy and Infrastructure

Financial and Collaborative Highlights

- **Funding Acquired**
 - Over \$1,000,000 in funding received to support a number of different projects
- **Collaborations and Conferences**
 - Team members participated in several tradeshow and conferences including: PDAC, EDCO, Multi Ministry Information Session and other local events.

These highlights reflect the diverse activities and projects undertaken in 2025, showcasing substantial progress in economic development, business attraction, entrepreneurship, and future readiness initiatives for Sault Ste. Marie.

Financial Implications

The Economic Development team has acquired over \$1,000,000 in successful funding applications to advance community growth and project execution.

Strategic Plan / Policy Impact / Climate Impact

This report falls under Focus Area 1: Community Development and Focus Area 4 Service Delivery.

Economic Development Summary 2025

April 13, 2026

Page 3.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated April 13, 2026 concerning Economic Development Summary 2025 be received as information.

Respectfully submitted,

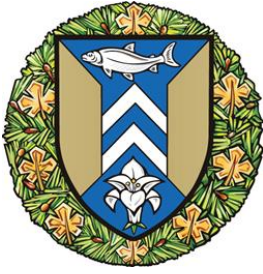
Rick Van Staveren

Director, Economic

Development

705.759.5428

r.vanstaveren@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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Rick Van Staveren, Director Economic Development
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Financial Implications

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Strategic Plan / Policy Impact / Climate Impact

This report falls under Focus Area 1: Community Development and Focus Area 4 Service Delivery

Economic Development Summary 2025

April 13, 2026

Page 3.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Economic Development dated April 13th, 2026, concerning Economic Development Summary 2025 be received by as information.

Respectfully submitted,

Rick Van Staveren
Director, Economic Development
705.759.5428
r.vanstaveren@cityssm.on.ca

Economic Development Strategic Plan

Sault Ste. Marie • 2024–2029 • Strategy-at-a-glance

Outcomes by 2029

Tax base growth

Increase non-residential assessment via port-enabled industry

Port execution

Finalize location; planning begins in 2026; advance anchors

Industrial land supply

Acquire new park by early 2027; deliver serviced pipeline

Workforce transition

Fast-track placement + short-cycle upskilling (support role)

Logistics hub

Port → Rail reliability → Airport readiness (triggered post-port)

Clean growth

Advance green energy opportunities aligned to IESO procurement

Strategy Themes (what we will deliver)

Infrastructure

Port-led multimodal platform (planning in 2026)
Industrial park acquisition by early 2027
25-year industrial land strategy with Planning (by 2027)
Support rail services; airport readiness post-port

Service Delivery

Single-window investor concierge + sector playbooks
Investment readiness: site scoring + approvals navigation
Workforce transition supports with partners
Quarterly dashboard and delivery cadence
Millworks increased support and benefits to community through service delivery

Quality of Life

ED focus: job stability and earnings pathways
Reduce friction for workers and employers
Talent retention supported through opportunity pipelines

Community Development

Indigenous partnerships + procurement pathways (ongoing)
Cross-border readiness (bi-monthly cadence)
Hardwood forest products targeting + entrepreneurship

Port-enabled target clusters + critical path

Initial target clusters

Critical minerals logistics + pre-processing
Steel supply chain flows + project cargo
Hardwood forest products (value-added + bioproducts)
Agriculture / grain aggregation (as demand supports)
Energy & enabling infrastructure (IESO-aligned)

Critical path (2026–2029)

2026

Port location finalized; planning/permitting begins

Early

Acquire/control new industrial park

2027

Complete 25-year industrial land strategy

2027

Secure anchor users; align rail interfaces

2028–

Delivery ramp (as funded); airport trigger review



Economic Development Summary 2025

OUR TEAM



RICK VAN STAVEREN

Director, Economic Development



JOE TURPIN

Manager, Business Attraction



GRAHAM ATKINSON

Manager, Business Development



SAIRA ANJUM

Manager, Enterprise Services & Millworks



ANTHONY BUFFONE

Coordinator, Small Business Advisory Services



JESSICA GRECO

Marketing & Program Coordinator



HARLEEN PUAAR

Manager, Enterprise Services & Millworks
(currently on leave)

MILLWORKS CENTRE FOR ENTREPRENEURSHIP

These achievements highlight the positive strides in the development of our entrepreneurial ecosystem. Exploring international partnerships and embracing new economic trends will further amplify these accomplishments, bringing even more prosperity to our community.

START-UP VISA PROGRAM RE-LAUNCH

- Strategic Partnership: A Memorandum of Understanding (MOU) with the Toronto Business Development Corporation (TBDC) was signed in July 2025 to enhance program support, streamline the referral and application process, and establish a revenue-sharing model to sustain program delivery.
- Employment Opportunities: Four international companies are in the process of establishing operations in Sault Ste. Marie, with expected new employment opportunities for local residents.

PARTNERSHIP BUILDING

- Dynamic Partnerships: Millworks continues to flourish with the support of public sector partners such as NOHFC, FedNor and Futurpreneur, alongside relationships with private sector allies like Wishart Law Firm, Stefanizzi Professional Corporation, and Northern Insurance Brokers, enhancing our service offerings for clients.
- Entrepreneurship Ecosystem Collective: An initiative led by Algoma University, to strengthen and promote the existing entrepreneurial ecosystem in the Algoma region. Working alongside community business support organizations, the collective focuses on providing resources, mentorship, and training for individuals pursuing a second career in entrepreneurship.

KEY CLIENT INTERACTIONS

- Impressive Engagement: Responded to **521 inquiries** and facilitated **628 consultations**, fostering entrepreneurial spirit and supporting business expansion.
- Mentorship Success: **Matched 26 eager clients with expert mentors**, creating transformative professional relationships.
- Thriving Employment: **Contributed to the creation of 61 new jobs**, marking a significant impact on local economic vitality.



PROGRAM HIGHLIGHTS

SUMMER COMPANY & STARTER COMPANY PLUS

Empowered **23 aspiring entrepreneurs with \$93,000 in funding** and business training, paving pathways to success. Participants benefited from insightful mentorship, igniting a passion for continued growth.

BRIDGES TO BETTER BUSINESS PITCH COMPETITION

Brought together **75 entrepreneurs and business professionals** for an evening of learning and networking. Through community sponsorships, a \$15,000 valued first prize was awarded to Kasdan Co. and a \$5,000-valued runner-up prize was awarded to True North Honey Company.

CONFERENCES & TRADE SHOWS

Attended Sault Ste. Marie Chamber of Commerce She Leads, the EDCO Sudbury Regional Conference, and the SBC Ontario Network Conference, resulting in meaningful connections, skill development, and future opportunities for collaboration.

DIVERSE FUNDING SUCCESS

Supported various businesses through strategic funding initiatives, driving impactful growth and innovation. Letters of Support were provided to 4 international companies to IRCC through the Start-up Visa Program.

PRODUCTIVE WORKSHOPS

Hosted 20 workshops, attended by 456 engaged participants, encompassing cutting-edge business strategies.

PROACTIVE COLLABORATIONS

Actively engaged with key governmental agencies, enhancing program effectiveness and innovation through ongoing dialogues and collaborations.



YEAR-END METRICS

- Remarkable Business Growth: **Launched 50 new businesses and sustained 117 existing ones**, showcasing our community's resilience and entrepreneurial spirit.
- Optimized Occupancy: Achieved consistent coworking and private office occupancy, reflecting our attractive and supportive business environment. Generated a total **annual revenue of \$39,000** through the Business Incubation Program.

BUSINESS ATTRACTION INITIATIVES & ACTIVITIES

SIGNIFICANT PROJECTS INITIATED

- Working with various companies assessing the City for future expansion.
- Working with various Government Agencies, and consulates on Foreign Direct Investment.
- Numerous large scale energy projects interested in the City for power and battery storage projects.

JOBS AND INVESTMENT

- Energy Projects that are assessing the region would bring considerable investment, construction jobs and Community Benefit payments to the City.
- Direct Jobs Identified: **71 jobs** were created from selling industrial land and other economic activities. These will include positions in transportation, fisheries, and manufacturing.
- Economic Growth: Collaborative efforts with stakeholders to foster a robust job market and economic landscape.

CONFERENCES AND LEAD GENERATION

- Ontario Forest Industries Association: Discussions with Government and industry officials and engaged with **3 companies** with interest in our City.

STRATEGIC ENGAGEMENTS

- Government Agency Engagement: Collaborated with agencies such as Invest in Canada, Invest Ontario, Ministry of Northern Development and others to attract businesses and conducted **52 total interactions** across various consulates and governmental bodies.
- Further, Invest Ontario visited the City to meet with companies, stakeholders and City officials.



RENEWABLE ENERGY PROJECTS

- **Actively engaged with six companies** assessing the region for energy projects which included: wind farm, solar farm, two battery storage projects, natural gas plant, and re-powering existing wind farm
- Of the projects that are moving forward with their bid into 2026, it would result in **\$1.685 billion in investment**, 350 construction jobs, 9 ongoing jobs, \$900,000 in Community Benefit payments to the City and positive increase to property taxes.
- These projects continue to position the City as a leader in renewable energy and position us to attract companies that require large amounts of renewable energy as part of their operations.



CLIENT ENGAGEMENT AND POTENTIAL ECONOMIC IMPACT

FORESTRY INITIATIVE

Building a strong presence with potential for \$75 million investment and 10-15 jobs, through 22 interactions since an initial conference meeting.

MODULAR HOME BUILDER

Company assessing the region for expansion with potential for \$50 million investment and 50 jobs which could grow to 300, through 16 interactions which included 3 in-person visits to our City.

INDUSTRIAL INITIATIVE

Positioned Sault Ste. Marie as an attractive location with \$100 million potential investments creating 100 jobs. Engaged through 4 interactions.

DATA CENTRE AND CYBER SECURITY

Company has purchased City owned industrial land for expansion with potential for 100 million investment and 200 jobs which could grow to 1000, through 6 interactions.

STORAGE INITIATIVE

Progressed with real estate assessments, potentially bringing \$10 million investments and 15 jobs, with 8 key interactions.

FUTURE INITIATIVES

GREEN HYDROGEN AND BIOMASS HUBS

- Planning to establish these as centers for sustainable growth.

STRENGTHENING PARTNERSHIPS

- Continued collaboration with: First Nations, Government agencies, Canadian consulates, and Michigan partners.

REAL ESTATE AND INFRASTRUCTURE DEVELOPMENT

- Gateway Site: Progressed towards its preparation for sale, optimizing the area's economic potential.
- New Developments in the City: New facilities contributing to urban growth, such as the new Legion, Retail Developments and Real Estate.

BUSINESS DEVELOPMENT

SIGNIFICANT PROJECTS COMPLETED AND INITIATED

PORT DEVELOPMENT PROJECT

- **Current Status:** Phase 1 technical and commercial studies have been completed and are now informing the next stage of implementation. These studies have strengthened the business case and provided clarity on market positioning, infrastructure requirements, and commercial viability.

In 2025, the City formalized strategic partnerships through the signing of a Memorandum of Understanding (MOU) with the Hamilton–Oshawa Port Authority (HOPA) and Algoma Steel, reinforcing regional collaboration and long-term operational alignment. These agreements establish a strong governance and operational framework to advance the development of a public access port facility.

Stakeholder engagement has expanded considerably, including continued dialogue with First Nations partners and sector representatives from advanced manufacturing, forestry, mining, agri-food, and related service industries. These conversations are shaping both infrastructure design considerations and future cargo opportunities.

- **Stakeholders Engaged:** First Nations partners, HOPA, Algoma Steel, Sector representatives (Advanced Manufacturing, Forestry, Mining, Agri-Food), Federal and Provincial agencies.
- **Next Steps:** Finalize project siting decisions, initiate Front-End Engineering and Design (FEED) work, undertake additional technical and environmental studies, advance funding applications, and launch targeted business attraction efforts tied to priority sectors.
- The project remains on track and continues to position Sault Ste. Marie as a strategic multimodal gateway with long-term industrial growth potential.

GATEWAY SITE RE-DEVELOPMENT

- **Current Status:** Work continues on the Environmental Site Assessment (ESA) process for the Gateway Development Site. Technical investigations are progressing in accordance with regulatory requirements and funding timelines. The objective remains to fully remediate and prepare the property for market readiness, ensuring it is positioned as a competitive redevelopment opportunity.
- **Stakeholders Engaged:** Environmental consultants, municipal leadership, Economic Development Corporation, and funding partners.
- **Next Steps:** Complete ESA process, finalize site preparation requirements, develop marketing materials and positioning strategy, and launch formal marketing to developers
- The project remains on schedule, with anticipated completion by Spring/Summer 2026.





INDUSTRIAL LAND SALES (WOOD PARK CRT & YATES AVE)

- **Current Status:** Yates Avenue is now 100% sold and occupied, representing a major milestone in the City's Industrial Land Sales Strategy. This achievement reflects strong market demand and validates the City's proactive servicing and marketing approach. At Wood Park Court, efforts are focused on advancing the long-term development strategy for the area as a structured industrial park. Technical studies are ongoing to determine feasibility, servicing requirements, phasing options, and overall development scope.
- **Stakeholders Engaged:** Existing industrial operators, adjacent landowners, engineering and planning consultants, and prospective investors.
- **Next Steps:** Complete feasibility and servicing studies, confirm development phasing strategy, align infrastructure planning with market demand, and position lands for targeted industrial attraction.

INDUSTRIAL LAND ACQUISITION

- **Current Status:** The City continues advancing its geospatial review of potential industrial land acquisition opportunities, guided by criteria aligned with the Economic Development Strategic Plan. Work is focused on identifying lands that support long-term industrial expansion and shovel-ready project development. Engagement with landowners and stakeholders is ongoing to assess acquisition feasibility and development potential.
- **Stakeholders Engaged:** Private landowners, City of Sault Ste. Marie Planning and Engineering departments, and industrial stakeholders.
- **Next Steps:** Continue feasibility analysis, refine prioritization framework, advance discussions with key property owners, and prepare recommendations for acquisition strategy.

KEY CLIENT INTERACTIONS & STRATEGIC ENGAGEMENTS

Ongoing strategic engagement continues to support investment readiness and sector expansion:

- **Algoma Steel:** Continued collaboration on Port Development alignment and industrial growth initiatives.
- **Tenaris:** Ongoing dialogue regarding industrial strategy alignment and long-term growth objectives.
- **Arauco:** Discussions surrounding adjacent land considerations and future sector opportunities.
- **Watco:** Continued collaboration related to rail infrastructure and industrial connectivity.
- **Hamilton-Oshawa Port Authority:** Strategic partnership to advance port governance, development planning, and commercialization strategy.




TRADE SHOWS/CONFERENCES ATTENDED

- Economic Developers Council of Ontario Conference (February 2025)
- Prospectors & Developers Association of Canada Conference (March 2025)
- Hamilton-Oshawa Port Authority Showcase (October 2025)

Attendance at these events strengthened sector intelligence, reinforced strategic partnerships, and generated targeted follow-up discussions aligned with priority initiatives.





EDCO REGIONAL EVENT 2026: AWARDED HOST COMMUNITY

In 2025, the City successfully submitted a competitive bid to host the Spring 2026 Regional Event for the Economic Developers Council of Ontario (EDCO). Sault Ste. Marie has been formally selected as the host community.

The event will take place **June 15–16, 2026** and will bring economic development professionals, industry leaders, and public sector representatives from across Ontario to the city.

The theme, **Improving Access to Resources and Opportunities Through Multi-Modal Infrastructure**, directly aligns with ongoing strategic initiatives, including port development, industrial land readiness, rail connectivity, and broader trade-enabling infrastructure investments. Hosting this event provides a platform to showcase Sault Ste. Marie's evolving infrastructure assets, strategic partnerships, and long-term economic vision.

Planning is underway to ensure the conference delivers strong regional engagement, highlights local sector strengths, and positions the community as a leader in integrated infrastructure-driven economic development.

SECTOR-BASED ROUNDTABLE SESSIONS

In 2025, structured roundtable sessions were convened with key industry groups to identify barriers, infrastructure needs, workforce considerations, and investment opportunities: Advanced Manufacturing, Mining, Forestry, Agri-Food, and Industrial Service Providers.

These sessions are informing both land strategy and infrastructure investment planning moving into 2026.

FUNDING AND SUPPORT SECURED

Significant funding commitments were secured in support of strategic initiatives:

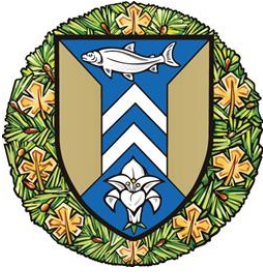
- Transport Canada – Green Shipping Corridor Program: **\$496,000**
- FedNor: **\$310,000**
- Economic Development Fund: **\$198,000**
- Economic Development Corporation: **\$198,000**
- Trade Impacted Communities Program: **\$4.8M (pending)**

These investments strengthen the City's capacity to advance infrastructure readiness, industrial expansion, and long-term trade competitiveness.

2025 YEAR-END POSITIONING

The 2025 Business Development portfolio reflects a clear shift from planning to execution across multiple fronts. Major infrastructure initiatives are progressing through defined phases, industrial lands are reaching full absorption, and strategic partnerships are formalized to support long-term growth.

Collectively, these efforts reinforce Sault Ste. Marie's positioning as a competitive industrial hub with integrated transportation assets, expanding sector diversification, and a forward-aligned economic development strategy heading into 2026.



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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director, Tourism and Community
Development
DEPARTMENT: Community Development and Enterprise Services
RE: Tourism Development Fund Applications – March 2026

Purpose

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

Background

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

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

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

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

Analysis

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

The recipient 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 February 24, 2026, one application was reviewed and approved with the following recommendation:

1. Watch Tower Bible and Tract Society of Canada (\$12,100)

At the Tourism Sault Ste. Marie Board of Director's meeting held on March 24, 2026, four applications were reviewed with the following recommendations:

1. Sault Surge Swim Club (\$15,505.73)
2. Queen Street Cruise (\$10,000)
3. Community Strong Race Weekend (\$5,000)
4. Crank the Shield (\$5,000)

Watch Tower Bible and Tract Society of Canada July 3-5, 2026

Annually, Watch Tower Canada hosts three-day conventions of Jehovah's Witnesses across Canada. These conventions feature talks and videos that teach scriptural lessons to improve daily living and build strong communities. These not-for-profit events are multicultural and educational. Everyone is welcome, and no collection is taken. Most delegates for this convention are from Northern Ontario, traveling over 40km to Sault Ste. Marie.

Sault Ste. Marie has been selected as the Northern Ontario host community for the Watch Tower Convention following a site selection review. This selection reflects the strong collaboration and commitment demonstrated through the City's Tourism Development Fund (TDF), support from community partners, participation of local hotels and attractions, and the staff expertise and venue amenities at GFL Memorial Gardens. Tourism Development Funds are requested to offset the rental of the GFL Memorial Gardens and the rental of the Soo Greyhounds scoreboard for the duration of the convention.

Previous Tourism Development Fund Support

2023 – 2025: \$12,000 approved per year to support the rental fees for the GFL Memorial Gardens

2026 Visitor Projections

Regional: 425 (includes Sault Ste. Marie and the surrounding area)

Ontario: 1,900

Economic Impact

2,325 out of town visitors x 3 days = 6,975 Visitor Days x \$175= \$1,220,625

Recommendation

In support of the Watch Tower Bible and Tract Society of Canada 2026 Convention, 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 \$12,100 through the Tourism Development Fund – Conferences and Special Events Stream to support the Christian Congregation of Jehovah’s Witnesses 2026 Conventions and that a report be submitted to City Council for consideration and approval.”

Sault Surge Aquatic Team – Touch Pad Replacement

This project involves the purchase of new competition-grade timing touchpads for the John Rhode’s pool facility, replacing existing equipment that is over 20 years old and currently held together with temporary repairs. The aging system presents ongoing reliability challenges and limits the Sault Surge Aquatic team (SSAT) 's ability to consistently host high-quality, sanctioned swim meets.

Modern touchpads are a critical component of competitive swimming infrastructure, ensuring accurate timing, efficient meet operations, and professional athlete experience. Upgrading this equipment will enhance the City’s capacity to host multi-day events that attract out-of-town participants, generating overnight stays and visitor spending in local hotels, restaurants, and businesses. Investing in this infrastructure supports Sault Ste. Marie’s position as a regional sport tourism destination and enables the community to meet current competition standards. To put our best foot forward as a host community, it is essential that facilities are equipped with modern, reliable systems that reflect the quality of events being delivered and support continued growth in sport tourism.

Previous Tourism Development Fund Support

2023: \$2,000 approved to support the Northeast Ontario Swim Meet

2024: \$2,375 approved to support the April Invitational Swim Meet

2025: \$2,000 approved to support the Northeast Ontario Swim Meet

2025: \$8,000 approved to support the purchase of Myrtha Backstroke System upgrade

Budget and Project Expenses

The proposed project budget is based on a formal quote itemizing the specialized, competition-grade timing equipment (Colorado Pool Touchpads). This timing system is a highly specialized piece of equipment sourced from a Canadian supplier, with limited availability from other vendors capable of supplying components fully compatible with the facility’s existing scoreboard and meeting management systems requirements.

The total project cost is estimated at \$35,030, including equipment, accessories, shipping, and applicable taxes. Expenses include:

- Competition-grade Colorado gutter-mounted touchpads
- Deck cables and cable harnesses
- Touchpad brackets and mounting hardware
- Vacuum pump and touchpad meter
- Push buttons and system accessories

- Shipping and delivery
- Harmonized sales tax

Through fundraising, Sault Surge Aquatic Team has raised 50% of the total cost.

Economic Impact

Sault Surge Aquatic Team currently hosts 3 regional swim meets annually. On average, each meet attracts 400 out-of-town participants and spectators over 3 days $400 \times 3 \times \$175 = \$210,000$

Recommendation

In support of the Sault Surge Aquatic Team and their efforts to continue to be a leader in hosting regional swim meets in Sault Ste. Marie, 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 \$15,505.73 through the Tourism Development Fund- Attractions and Product Development Stream to support the Sault Surge Aquatic Team (SSAT) for the purchase of new competition timing touch pads and accessories and that a report be submitted to City Council for consideration and approval.”

Queen Street Cruise June 19-20, 2026

Since its launch in 2016, the Queen Street Cruise has grown from a small local event into one of Sault Ste. Marie’s premier summer festivals. Inspired by the iconic Woodward Dream Cruise, the event celebrates the nostalgia of 1960s and 1970s cruising culture in Sault Ste. Marie.

Over the past 10 years, the event has expanded from a traditional car show into a broader “anything on wheels” showcase, featuring vintage steam-powered vehicles, muscle cars, motorcycles, tractors, and electric vehicles. It has also grown physically, moving beyond Queen Street and the GFL Memorial Gardens parking lot, to span the waterfront, including the Pavilion, St. Mary’s River Drive, and the Civic North parking lot. By 2024, the event featured more than 350 registered vehicles from Ontario and Michigan, with 2025 reaching record pre-registration levels and demonstrating continued growth in out-of-town participation.

Now a multi-day festival, the Queen Street Cruise attracts thousands of visitors, contributes to the local economy, and supports charitable initiatives such as the Sault Area Hospital Foundation. The 2026 event, taking place June 19 and 20, will feature the Parade of Cars, Show n’ Shine, live music, food vendors, and a special guest appearance by Cristy Lee to further expand reach in the Michigan market. The 2026 event will also honour the legacy of co-founder Gary Trembinski, who passed away in 2025.

Previous Tourism Development Fund Support

2023-2025 - an allocation of \$5,000 per year was approved to support the purchase of radio and television advertising across Northern Ontario and Michigan.

Visitor Projections

Local: 7,375

Regional: 400

Ontario: 50

USA: 60

Economic Impact

110 out of town visitors x 2 days x \$175= \$38,500

Recommendation

The Queen Street Cruise has steadily grown from a small gathering on Queen Street into a large-scale waterfront event, now spanning the Pavilion, St. Mary's River Drive, and the Ronald A. Irwin Civic Centre north parking lot. Continued efforts are focused on expanding both core markets: show participants and spectators. In support of the Queen Street Cruise, the Tourism Sault Ste. Marie Board of Directors approved the following recommendation "Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of \$10,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the Queen Street Cruise to be hosted June 19-20, 2026 and that a report be submitted to City Council for consideration and approval."

Community Strong Race Weekend June 20-21, 2026

The Community Strong Race Weekend, hosted by Algoma Family Services, is celebrating its fifth year in 2026, having launched in 2022 as both a fundraiser for the Algoma Family Services Foundation and an initiative to raise awareness of physical and mental health in Sault Ste. Marie.

The two-day event takes place in the downtown core, with all races starting and finishing at the Northern Superior/Bushplane area. The weekend features a range of race options designed to appeal to all ages and abilities, including a marathon, half-marathon, 10 km, 5 km colour run, and a children's fun run. The marathon is a certified Boston Qualifier and is recognized as one of the flattest, fastest, and most affordable qualifying races in Ontario.

The goal is to continue to grow the marathon and half-marathon distances, while the family-oriented colour run consistently attracts the largest number of participants.

Previous Tourism Development Fund Support

2023-2025: An allocation of \$5,000 per year was approved to support marketing and the purchase of timing equipment.

Visitor Projections

Local: 623

Regional: 50

Tourism Development Fund Applications – March 2026

April 13, 2026

Page 6.

Ontario: 100

Canada: 10

USA: 8

International: 4

Total: 795

Economic Impact

122 x 2 days x \$175 = \$67,100

Recommendation

With its Boston Marathon Qualifier status and strong potential for continued growth and regional reputational value, 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 \$5,000 through the Tourism Development Fund – Conferences and Special Events Stream to support the Community Strong Race Weekend June 20-21, 2026 and that a report be submitted to City Council for consideration and approval.”

Crank the Shield August 21-23, 2026

Crank the Shield is a bi-annual, three-day mountain bike stage race held in Sault Ste. Marie and Algoma region. Covering more than 140 kilometers, the race begins at Stokely Creek Lodge and travels through the Hiawatha Highlands Trail System and surrounding Algoma backcountry, showcasing the region’s expanding trail network and natural beauty.

Known as a challenging, endurance-focused event, Crank the Shield is geared toward experienced riders, with demanding terrain, technical sections, and significant elevation gain. The event is well-supported, offering aid stations, baggage transport, and a high-quality participant experience.

The race expects over 100 participants, approximately 80% of whom are from outside the region, including U.S. visitors. As a multi-day event, participants typically stay four nights or more, combining hotel stays at either end or camping on site throughout the race (families often stay in town at local hotels).

Crank the Shield plays an important role in promoting Sault Ste. Marie and the region as a premier mountain biking destination.

Previous Tourism Development Fund Support

2022 and 2024: An allocation of \$5,000 was approved to support the cost of venue rental, marketing, and trail preparation.

Visitor Projections

Local: 20

Regional: 10

Ontario: 80

Economic Impact

110 x 4 x \$175 = \$77,000 (regional participants are included due to the nature of the 3-day stage race; they would not be travelling home within the region)

Recommendation

With strong brand recognition within the mountain biking community and a clear alignment with Sault Ste. Marie's positioning as a premier outdoor destination, Crank the Shield represents a high-value event for continued support, highlighting the City's investment in world-class trail infrastructure and its reputation as a leading trail-based tourism hub. In support of Crank the Shield, 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 \$5,000 through the Tourism Development Fund- Conferences and Special Events Stream to support Crank the Shield to be hosted August 21-23, 2026 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 \$931,890 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 April 13, 2026 be received and that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$47,605.73 as detailed below, be approved.

1. Watch Tower Bible and Tract Society of Canada (\$12,100)
2. Sault Surge Swim Club (\$15,505.73)
3. Queen Street Cruise (\$10,000)
4. Community Strong Race Weekend (\$5,000)
5. Crank the Shield (\$5,000)

Tourism Development Fund Applications – March 2026

April 13, 2026

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Respectfully submitted,

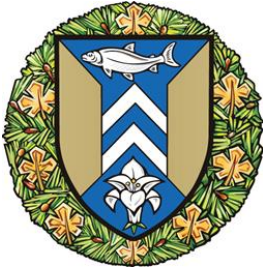
Travis Anderson

Director, Tourism and

Community Development

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Travis Anderson, Director, Tourism and Community
Development,
Josh Ingram, Supervisor, Downtown Plaza
DEPARTMENT: Community Development and Enterprise Services
RE: MAT Funds to Support Plaza Operation

Purpose

The purpose of this report is to recommend the allocation of \$50,000 from the City's share of the Municipal Accommodation Tax (MAT) to support events in the downtown, including the plaza

Background

The following resolution was passed by Council on September 22, 2025

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

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

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

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

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

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

Following the resolution from Council, the Director, Tourism and Community Development and Supervisor, Downtown Plaza met to discuss the budget for the

Downtown Plaza (Plaza) and how the Municipal Accommodation Tax (MAT) could support tourism related aspects of its operation.

Furthermore, staff discussed the recent formation of the Downtown Development Committee and event programming in the downtown. Further details of these discussions are provided in the analysis section of this report.

Analysis

The Municipal Accommodation Tax was established under Ontario Regulation 435/17 to support the promotion of tourism and tourism product development. The legislation is clear that the revenues collected through the MAT must be used for initiatives with demonstrable tourism outcomes, such as increased visitation, extended stays, and greater spending in the local economy. Tourism focused events held downtown, including at the Plaza meet the criteria for use of MAT funds.

Planned to complement and not compete with other downtown venues, the Plaza was designed to host community events and gatherings. Larger festivals and events capable of attracting tourists require venues with greater capacity and infrastructure, such as those offered at the Roberta Bondar Pavilion. In optimal scenarios, very large events such as Queen Street Cruise and Vivid Art Festival, utilize multiple venues in the downtown.

Using MAT to support a variety of downtown events, particularly those capable of drawing out-of-town visitors, ensures alignment with provincial regulation and local tourism goals. This tactic also helps achieve the City's goal set out in the Corporate Strategic Plan, of creating a vibrant downtown by increasing participation and growing the size and number of events held downtown year over year. This approach leverages the Pavilion and other large-capacity spaces for visitor attraction programming, while preserving the Plaza for community events. Allocating funds throughout the downtown also ensures that benefits are broadly distributed across businesses and does not create the perception that MAT revenues are subsidizing a single municipal facility.

By taking a holistic approach to funding events downtown, there is an opportunity to increase event programming funding at the Plaza, beyond its current event budget of \$18,800. As such, staff are recommending that \$50,000 of MAT funds, through the City's Tourism Department's operational budget, be allocated to events hosted downtown, including at the Plaza. Additional funding could lead to the creation of new events and the growth of existing events, enhancing visitor experience, encouraging visitors to extend their stay, dine in local restaurants, and shop at nearby businesses, maximizing the economic multiplier effect of MAT investments.

It should be noted that funding through the City's Tourism Development Fund would still be available for tourism driven events held downtown. In this regard, since 2021, MAT revenues of over \$200,000 have been allocated to events held downtown, including the Plaza through the City's Tourism Development Fund (TDF).

MAT Funds to Support Plaza Operation

April 13, 2026

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Accordingly, staff recommend that \$50,000 be transferred to staff within CDES who, with input from tourism staff and the newly established downtown committee, will determine the appropriate allocation to the Plaza and events broadly located within the downtown, including the Plaza.

Financial Implications

No new funds are required as the \$50,000 is available by funds collected through the Municipal Accommodation Tax.

Strategic Plan / Policy Impact / Climate Impact

This item supports several Focus Areas of the Corporate Strategic Plan:

- Economic Activity – Increase tourism visitor spending and occupancy rates.
- Quality of Life – Increase participation and grow the number of events in the downtown year over year.

There are no climate change impacts associated with this project.

Recommendation

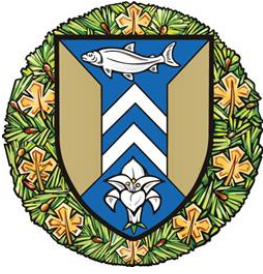
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Tourism and Community Development and Supervisor, Downtown Plaza dated, April 13, 2025 concerning Municipal Accommodation Tax Funds to Support Plaza Operation be received and that \$50,000 of MAT revenue be allocated to events held downtown, including at the Plaza.

Respectfully submitted,

Travis Anderson
Director Tourism and
Community Development
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Josh Ingram
Supervisor, Downtown Plaza
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**The Corporation of the
City of Sault Ste. Marie**

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Kaitlyn Neveu Anishnaabe E-Wiidookaaged
Indigenous Policy and Process Renewal Advisor

DEPARTMENT: Travis Anderson, Director Tourism & Community
Development
Community Development and Enterprise Services

RE: City of Sault Ste Marie / Garden River First Nation
Community Art Collaboration

Purpose

The purpose of this report is to seek Council approval to sign an Artwork Commission Agreement with Kathryn Corbiere (OneKwe) for a community art project in collaboration with Garden River First Nation (GFRN).

Background

On February 25, 2025, Garden River First Nation and the City of Sault Ste. Marie came together in friendship and unity to formalize their shared agreement in the Nidotwemagak Aki (Friendship Accord). Through their joint participation in the Community Economic Development Initiative (CEDI), both partners have committed to a shared vision of working together to strengthen relationships, build trust, and create space for meaningful collaboration.

According to the Friendship Accord, the partners agree to come together to affirm their commitment to friendship, respect, and mutual community benefit. The mission of the Friendship Accord is to create meaningful impact toward achieving their common goals by working collaboratively, fostering informed decision-making, modeling cooperation and equity within their partnership, and promoting sustainability.

The areas of focus and collaboration within the Friendship Accord consist of five foundational commitments, two of which pertain to this project. These include Bimaadziwin Naadamaadwin gaye Nbiishensag Endadizookewin (Anti-Racism and Community Inclusion), which aims to ensure an inclusive environment in both communities by addressing and combating racism. Another key area is Zaamowin-Akiwenziwin Miinawaa Akiwenzii-Odaminowin (Economic Development with an Emphasis on Tourism), which focuses on developing joint tourism initiatives that celebrate and promote the natural and cultural heritage of both communities.

The CEDI framework provides a structured process for joint planning, capacity building, and relationship development. This initiative represents an important step toward building a more inclusive, resilient, and respectful partnership. By working together, Garden River First Nation and the City of Sault Ste. Marie are demonstrating leadership in advancing meaningful First Nation–municipality relationships and shared prosperity.

One outcome of the framework was that staff from GRFN and the City discussed the opportunity to work jointly on a community art project that represents the strengthened relationship between the two communities and the importance of Baawating. The initial conversations surrounding this project emerged through the Community Economic Development Initiative (CEDI), specifically during a Cultural Competency gathering focused on advancing reconciliation through meaningful collaboration.

During planning of the project, GRFN recommended artist Kathryn Corbiere, also known as OneKwe to commission a statue in the downtown, in recognition of her distinctive artistic abilities, her Anishinaabe heritage, and her demonstrated quality and professionalism in past projects. She has an established relationship with Garden River First Nation (GRFN). She previously worked with the community on the creation of a feather statue located along the walking trails in Ojibway Park and a metal logo that is prominently displayed within the Garden River First Nation Administration Building. Her work is also displayed at TMX – Toronto Stock Exchange, Cambrian College, and locally at Northway Wellness Centre.

Early discussions with the artist and staff included a walk-through and sit-down conversation with Darrell Boissoneau, where ideas were shared about creating a welcoming gathering space in the downtown core for the urban Indigenous population, envisioned as Baawating Square. The downtown core holds particular significance as a central and accessible space where community members can gather, connect, and engage in cultural practices. During these conversations, the partners landed on the concept of Baawating, meaning “the place of the rapids,” which reflects the deep cultural and historical importance of the area to Anishinaabe peoples. The whitefish statue was selected to represent the area, as it is central to the identity of Baawating, symbolizes sustenance, relationship to the land and water, and the longstanding presence of Indigenous peoples in the region.

Analysis

Installing Indigenous art in prominent places is an important part of reconciliation because it restores Indigenous presence in the community, shares authentic stories, and fosters understanding in everyday public spaces. Furthermore, Indigenous public art assists communities to confront the past, honour Indigenous voices, build a more inclusive future, and supports the Calls to Action of the Truth and Reconciliation Commission of Canada, which emphasize awareness and cultural recognition.

The community art collaboration between Garden River First Nation and the City represents this important place, and significance of whitefish in GRFN history, as well as the lessons of the seven grandfather teachings. Further context to the significance of the work is detailed in the artist statement below.

For many generations the Anishinaabeg of the area now called Garden River First Nation travelled along the many tributaries that fed the Gitigaan-ziibi to reach family hunting grounds. The community planted gardens at the mouths of the tributaries that fed the river. The Gitigaan-ziibi (Garden River) was a source of sustenance, as well as a place of gathering and community. Along with hunting and the growing of crops, the river herself provided food; up until the late 1900s whitefish (dikmek) were prized and readily available; the Anishinaabeg were highly skilled at fishing from canoes at Bawating (place of the rapids), and along the river and her tributaries. Today, community members continue to gather, hunt, grow food, and fish for the trout, salmon, and steelhead that populate the river, following the teachings to 'live a good life' – Mno bimaadziwin.

The sculpture celebrates the values inherent in living a good life: the values embedded in the seven Grandfather Teachings and the processes of living in community, hunting, gardening, fishing, gathering. Fabricated of stainless steel, a metal that doesn't erode and stands the tests of weather, seasons, and time – the sculpture is strong and enduring like the Anishinaabeg and reflects the ongoing importance of the Teachings.

The sculpture will be formed of seven lengths of curved stainless steel. Spaced apart along a curve, together the arcs of steel form a sinewy shape that echoes the riverine shape of the river, the flow of the rapids, and the spine of a fish. The seven curves and the shape they form honour the Seven Grandfather Teachings, the River, and the importance of fish and fishing throughout the ages.

Each of the seven arcs will be adorned with etchings created from original drawings by Anishinaabe artist Ray Fox to illustrate the seven dodems. The work is designed so that the size and placement of the arcs invite people to walk under and through the sculpture. As they weave through each of the arcs, they can engage with and reflect upon the sculpture, the dodems, and the teachings.

To further invite engagement with the work, granite boulders from the Cambrian Shield will be placed at intervals throughout the sculpture. In the way that boulders in the rapids at Bawating move water and create resting places for fish, the boulders will invite people to sit, reflect and gather. The seven arcs form a semi circle; when people gather together at the sculpture they can join the ends to form a full circle – in this way they will be connected to the sculpture, to each other, to history, and to the Teachings which offer the knowledge we need to live a good life in the present and the future.

This project reflects a genuine commitment to strengthening the relationship between the City and Garden River First Nation through respectful collaboration, shared storytelling, and recognition of Anishinaabe knowledge and traditions. Supporting this work directly advances local reconciliation efforts by creating space

for Indigenous voices in the public realm, fostering dialogue, and promoting understanding among residents and visitors alike. As such, staff is recommending that the City enter a contract with OneKwe for \$125,000 for the fabrication and installation of the artwork in the location of the March Street stage.

Financial Implications

No new funds are required as the project will be funded through the previously awarded NOHFC grant for Queen Street, improvements, specifically the project funds dedicated to public art.

Strategic Plan / Policy Impact / Climate Impact

This item supports several Focus Areas of the Corporate Strategic Plan:

- Community Development – Truth and Reconciliation; Establish respectful and meaningful relationships with First Nations and Métis Communities.
- Quality of Life – Establish diverse, equitable inclusive and accessible community spaces.

There are no climate change impacts associated with this project.

Recommendation

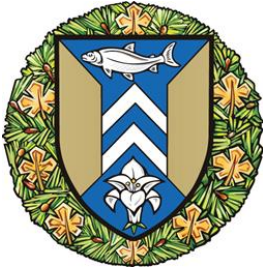
It is therefore recommended that Council take the following action:

The relevant By-law 2026-58 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Kaitlyn Neveu
Anishnaabe E-Wiidookaaged
Indigenous Policy and Process Renewal Advisor
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Travis Anderson
Director, Tourism and Community Development
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**The Corporation of the
City of Sault Ste. Marie**

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Emily Cormier, Sustainability Coordinator
DEPARTMENT: Community Development and Enterprise Services
RE: Authorization to Reallocate CDF Green Fund Surplus and
Approval to Apply for Urban Forest Management Plan
Funding

Purpose

The purpose of this report is to request Council approval to reallocate \$11,700 identified through the Community Development Fund (CDF) Green Initiatives Fund (GIF) toward a grant application, and to seek Council authorization to apply for the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF) Urban forestry plans and studies fund to support the development of an Urban Forest Management Plan.

Background

The CDF – Green Initiatives reserve balance has grown to an amount of \$11,700. Due to the nature of project timelines, some initiatives are completed in different fiscal years than originally budgeted, or fall under budget which can result in residual balances. Per established practice, any remaining Green Fund monies are directed toward tree planting initiatives on municipal lands. Approximately \$4,700 remains committed within the reserve to supplement tree planting for 2026.

Staff are proposing to strategically leverage the additional \$11,700 to support a grant application for the development of an Urban Forest Management Plan. This plan will guide long-term investment, maintenance, and expansion of the City’s urban forest canopy.

Analysis

The proposed FCM GMF Urban Forestry Plans and Studies Fund requires a 20% applicant and partner contribution toward the total project cost of \$218,750, with the remaining 80% to be funded externally through the grant valued at \$175,000. This represents a significant opportunity to leverage municipal funding into a larger investment.

Authorization to Reallocate CDF Green Fund Surplus and Approval to Apply for Urban Forest Management Plan Funding

April 13, 2026

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The municipal contribution will be met through a combination of the \$11,700 Green Fund surplus (subject to Council approval) and the remaining portion of \$32,050 through in-kind staff time and resources.

This approach allows the City to maximize the value of available funds while collaborating with local partners. While the Green Fund surplus is typically allocated toward tree planting, using a portion of these funds to develop a comprehensive Urban Forest Management Plan aligns with the broader intent of supporting long-term urban forest sustainability and expansion.

Financial Implications

The proposed reallocation includes \$11,700 from the Green Fund surplus, subject to Council approval.

The municipal share, in addition to the above amount, will be fulfilled through \$32,050 in-kind staff time. If the grant application is successful, the City will receive \$175,000 in external funding for a total project cost estimated at \$218,750. If the application is unsuccessful, the \$11,700 will remain available for its intended purpose unless otherwise directed by Council.

Strategic Plan / Policy Impact / Climate Impact

The development of an Urban Forest Management Plan directly supports the City's strategic priorities related to environmental sustainability, climate resilience, and asset management as outlined in the Strategic Plan. It also aligns with the City's Greenhouse Gas Reduction plan green space pillar, which seeks to develop an Urban Forest Management Plan, including an inventory of the tree canopy to understand Sault Ste. Marie's carbon sequestration potential.

Urban forests provide a range of environmental benefits, including carbon sequestration, reduction of urban heat island effects, improved stormwater management, enhanced air quality and increased biodiversity. Establishing a comprehensive plan will ensure that future investments in the urban forest are strategic, data-driven and aligned with long-term climate objectives.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated April 13, 2026 concerning Authorization to Reallocate CDF Green Fund Surplus and Approval to Apply for Urban Forest Management Plan Funding be received and that Council:

- Approve the reallocation of \$11,700 from the Green Fund surplus toward a grant application for the development of an Urban Forest Management Plan; and
- Authorize staff to submit a funding application for the Federation of Canadian Municipalities Green Municipal Fund Urban Forestry Plans and Studies Fund; and

Authorization to Reallocate CDF Green Fund Surplus and Approval to Apply for
Urban Forest Management Plan Funding

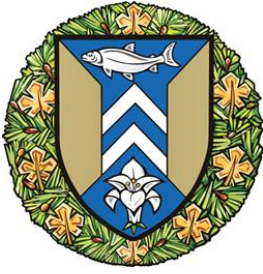
April 13, 2026

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- Approve the City's financial contribution to the project through a combination of Green Fund allocation and \$32,050 in-kind staff resources.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Dan Perri, Director of Public Works
DEPARTMENT: Public Works and Engineering Services
RE: Extension – Bicycle Lane Closure and Overnight Parking Prohibition

Purpose

The purpose of this report is to obtain Council approval to extend the closure of bicycle lanes and extend the overnight parking prohibition to May 26, 2026.

Background

By-Law 77-200 regulates traffic and parking within the City. Section 5(14) prohibits parking on all City streets between 12 a.m. and 6 a.m. from November 1 to April 30 each year. Section 52B authorizes the closing of all lanes designated solely for bicycle use within the City from November 1 to April 30 each year.

Analysis

Due to the substantial snowfall recorded this winter, combined with below-average spring temperatures, snow melt is occurring more slowly than in a typical year. This will result in delays to the street sweeping program. For this reason, it is recommended that the bicycle lane closure along with the overnight parking prohibition be extended to May 26, 2026. These extensions will provide City forces with sufficient time to establish a safe riding surface for cyclists and will ensure that sweeping operations are not disrupted by overnight on-street parking.

Financial Implications

There are no financial implications associated with this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-57 is listed under item 12 of the Agenda and will be read with all By-laws under that item.

Extension – Bicycle Lane Closure and Overnight Parking Prohibition

April 13, 2026

Page 2.

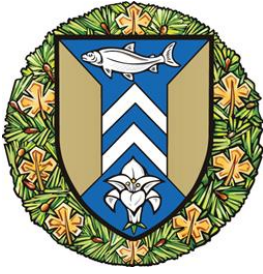
Respectfully submitted,

Dan Perri, P.Eng.

Director of Public Works

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Maggie McAuley, Manager of Design and Transportation
Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2026-6E – Great Northern Road Resurfacing

Purpose

The purpose of this report is to obtain Council approval to award Contract 2026-6E. The project includes the resurfacing of Great Northern Road from 500m north of Wigle Street to the City limits.

Background

On February 6, 2026 the Province announced that the City of Sault Ste. Marie had been selected for funding through the Ministry of Transportation 2026-27 Connecting Links Program. The Ministry's maximum provincial contribution for 2026 is \$3,742,907 towards the resurfacing of Great Northern Road.

Tenders were received via the City's electronic bidding system. Submissions were opened on Tuesday, March 24, 2026 in the presence of City staff. Tender results were made public on the project page in the electronic bidding.

Analysis

A total of two tenders were received. The tender submissions were reviewed and found to be complete and valid. The low tender of \$4,921,003 (excluding HST) was received from Pioneer Construction Inc.

The low tender amount exceeds the combined capital budget and Connecting Link funding allocation for this project. In an effort to reduce costs, staff performed an analysis of the scope of work and staff recommend reducing the depth of replacement of asphalt from 100mm to 75mm.

An altered scope of work was negotiated with the low bidder, resulting in a revised tender price of \$4,130,194. (excluding HST).

Financial Implications

The combined City/Connecting Link budget for this project is \$4,142,907.

2026-6E – Great Northern Road Resurfacing

April 13, 2026

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When non-recoverable HST and utility allowances are added, the City's cost to complete this project is projected to be \$4,202,886. This amount is slightly over the available combined City and Connecting Link budget. Staff are of the opinion that, through ongoing monitoring and underruns in contingency and provisional items, the project can be delivered within the available budget.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the infrastructure focus area of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-56 authorizing execution of Contract 2026-6E is listed under item 12 of the Agenda and will be read with all by-laws under that item.

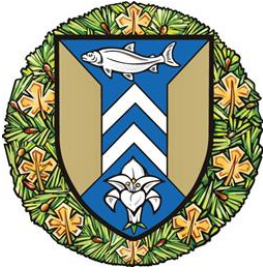
Respectfully submitted,

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**

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Naomi Thibault, Fire Chief
DEPARTMENT: Fire Services
RE: DSSAB Lease Agreement 2026

Purpose

The purpose of this report is to seek Council approval of a renewal Agreement between the City of Sault Ste. Marie and District of Sault Ste. Marie Social Services Administration Board (DSSAB) regarding DSSAB's lease of 65 Old Garden River Rd. and 72 Tancred Street for the effective delivery of Emergency Medical Services (EMS).

Background

A report dated May 2, 2022, from the Fire Chief detailed information on the DSSAB's request to continue leasing space at 65 Old Garden River Road and add leased space at 72 Tancred Street. The request to lease space at 72 Tancred Street was initially to be temporary; however, the DSSAB has determined that it is a more permanent requirement. This facilitates deployment and staffing needs to better serve the downtown core and community.

Analysis

The DSSAB, through the EMS Chief, approached the city to express a need for additional space due to the expansion in their EMS deployment and staffing. Additionally, it was determined to merge the two lease agreements (65 Old Garden River Road and 72 Tancred Street) into one agreement. The merged agreement will contain the specific space at each site. However, each space will be separated in the appendices.

The term of this Agreement shall be for a period of eight years commencing January 1, 2026 and ending December 31, 2034. This Agreement will automatically renew on a yearly basis on the same terms and conditions except for CPI adjustment, unless terminated by either party.

For each year in the Term and Renewal Term (if applicable), DSSAB shall pay rent to the City consisting of base rent (based on the square footage of area used in each building), plus a percentage of the annual building maintenance costs, plus Ontario CPI and HST.

DSSAB Lease Agreement 2026

April 13, 2026

Page 2.

Financial Implications

The Agreement for both locations will provide revenue in the sum of \$357,431.81 plus HST for 2026.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-52 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

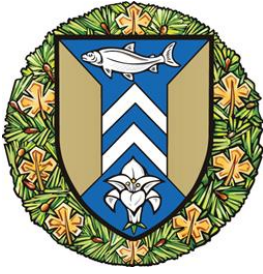
Respectfully submitted,

Naomi Thibault

Fire Chief

705.949.3333

n.thibault@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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Acquisition – 246 Pim Street

Purpose

The purpose of this report is to request Council approval of the acquisition of property at 246 Pim Street being PIN 31536-0150 (LT) PT LT 7 PL 3206 ST. MARY'S AS IN T430876; SAULT STE. MARIE.

Attachment

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

Background

In 2003, the City completed an environmental assessment ("EA") for traffic and pedestrian safety improvements to the Pim Street hill. The preferred alternative included widening the road to match the road width north of Summit Avenue, adding a sidewalk and boulevard on the east side of Pim, and adding a left turn lane for northbound traffic turning onto Wemyss. The widening requires the elimination or reconfiguration of the driveway to civic address 246 Pim Street.

At the time, the property owner was not amenable to selling or permitting the City to relocate the driveway. The project was deferred until such time that the property owner wished to sell. It is noted that the EA has expired, and an addendum will be required to the EA to confirm the preferred alternative.

In 2019, the property owner expressed interest in selling the Subject Property. Discussions ensued, however given COVID and other issues, the sale did not proceed. The property owner recently contacted the City and advised that they will be moving and therefore, will be selling the Subject Property. As such, negotiations ensued for the acquisition of the Subject Property.

Analysis

The Engineering Division recommends the Subject Property be purchased, the EA be renewed, and the widening and/or sidewalk project be included in a future capital plan. This is the only direct north-south pedestrian route between Pine Street hill and Bruce Street hill and it should be improved. Engineering staff have

confirmed that the Subject Property can be reconfigured to relocate the driveway to the south of its existing location or to Ontario Avenue. The intent would be to purchase the Subject Property, reconfigure the driveway and re-sell the home upon completion.

The City obtained a valuation. The property owner also obtained a valuation. Thereafter, negotiations ensued. The Legal Department has negotiated the acquisition of the Subject Property for the sum of Three Hundred Twenty Thousand (\$320,000) Dollars.

Engineering estimates the costs to reconfigure the driveway will be approximately One Hundred Fifty Thousand (\$150,000) Dollars to Two Hundred Thousand (\$200,000) Dollars.

This is the City's opportunity to secure the Subject Property to improve traffic and pedestrian safety to Pim Street hill. Legal and Engineering Staff recommend the acquisition of the Subject Property with the intent to then reconfigure the driveway and re-sell the home upon completion.

Financial Implications

The property purchase cost, related closing costs and property improvements are estimated to total Five Hundred Twenty Thousand (\$520,000) Dollars. The City will subsequently resell the Subject Property and receive the revenues from same.

The property purchase and related improvements can be accommodated within the Property Purchase Reserve Fund until such time as the Subject Property is sold. Finance has noted that this will keep the capital roads budget available for current projects until the Subject Property is resold and revenue will then be returned to the Property Purchase Reserve Fund.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

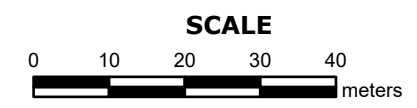
The relevant By-law 2026-42 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



PRINTED ON 19 FEB, 2026 AT 14:17:16
FOR LILIANA01



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

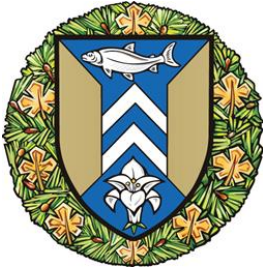
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FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED





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

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Declared Surplus – 193 Anna Street (Access to Land Program)

Purpose

The purpose of this report is to recommend to Council that a part of the property described in PIN 31504-0351 (LT) JEAN AV PL H436 RANKIN LOCATION/TARENTORUS (PARTS 1, 2 & 3, PLAN 1R13288 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176); SAULT STE. MARIE; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 1R-13288 AS IN AL177523; SUBJECT TO AN EASEMENT AS IN AL177528, being civic 193 Anna Street, be declared as surplus and offered for sale by the City in accordance with the City's Access to Land program.

Attachment

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

Background

On September 2, 2025 Council endorsed the Access to Land program and authorized staff to bring forth requests to Council to declare City-owned properties as surplus for the purposes of the program.

The Property was identified by the Planning Division as being suitable for inclusion in Round 1B of the program. The Property was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority ("SSMRCA") and the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB") for comment.

The Public Works and Engineering Services Department had no comments.

The Engineering Department reviewed the request and noted that the Property was previously an unopened Right-Of-Way that now backs onto a residential property. According to GIS, a culvert has been installed to access the Property. No sanitary servicing has been installed to property line. Work within the municipal Right-Of-Way will require a Municipal Consent Permit.

The Engineering Department circulated the request to various utilities for comment. There are several easements required by the utilities prior to a sale.

The Planning Division had no comments or concerns. The Building Department had no objections.

The SSMRCA advised that the Property is not located within the regulated area regarding Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c. C.27. SSMRCA had no objections or concerns.

The Community Development and Enterprise Services Department had no concerns and is in support. The Committee of Adjustment has no objections and is in support. Economic Development had no issues. The DSSMSSAB did not provide a response.

Analysis

If Council declares the Property surplus, the City will market the Property through the real estate firm obtained through the RFP process, specifically EXIT Realty True North.

Financial Implications

On September 2, 2025, Council approved the Access to Land Program and authorized \$200,000 from the Housing Accelerator Fund funding to be spent on the necessary expenses for the properties designated in Rounds 1 and 2 of the Access to Land Program. The addition of this Property, and the properties located at 253 Anna Street and 4 Wemyss Street also before Council can be covered by that amount.

Strategic Plan / Policy Impact / Climate Impact

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

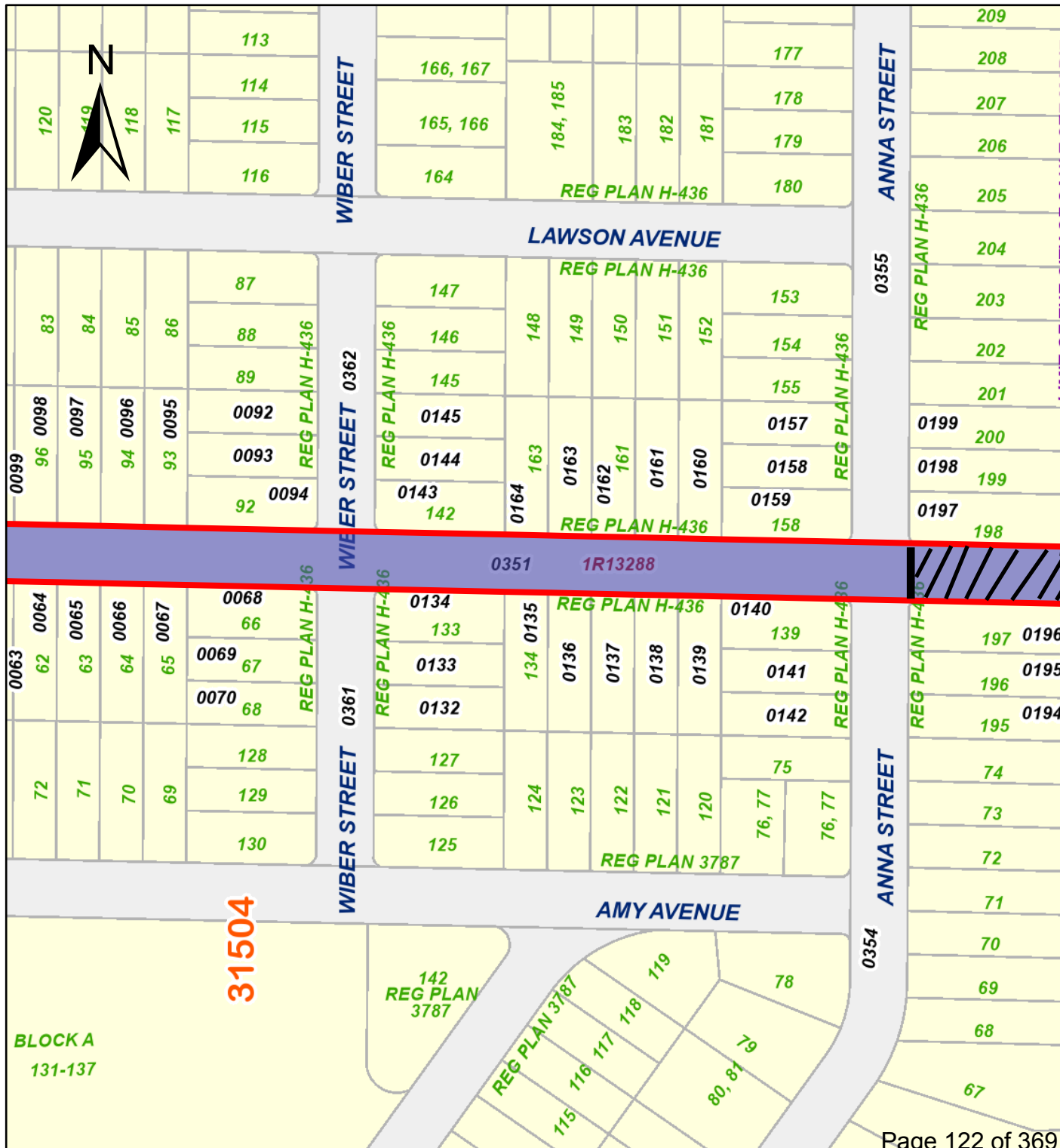
Recommendation

It is therefore recommended that Council take the following action:

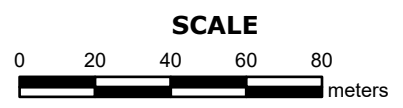
The relevant By-law 2026-43 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



PRINTED ON 26 FEB, 2026 AT 13:58:17
FOR SDAVEY01



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES
REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

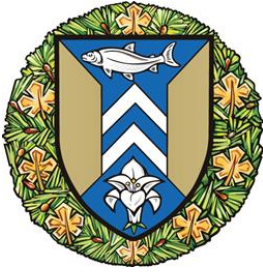
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ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED





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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior
Litigation Counsel
DEPARTMENT: Legal Department
RE: Property Declared Surplus 253 Anna Street (Access to
Land Program)

Purpose

The purpose of this report is to recommend to Council that a part of the property described in PIN 31504-0349 (LT) COREY AV PLAN H436 (PARTS 1 & 2, PLAN 1R13287 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176) RANKIN LOCATION/TARENTORUS; SAULT STE. MARIE; SUBJECT TO AN EASEMENT AS IN AL177527, being civic 253 Anna Street, be declared as surplus and offered for sale by the City in accordance with the City's Access to Land program.

Attachment

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

Background

On September 2, 2025 Council endorsed the Access to Land program and authorized staff to bring forth requests to Council to declare City-owned properties as surplus for the purposes of the program.

The Property was identified by the Planning Division as being suitable for inclusion in Round 1B of the program. The Property was circulated to various City Departments, the Sault Ste. Marie Region Conservation Authority ("SSMRCA") and the District of Sault Ste. Marie Social Services Administration Board ("DSSMSSAB") for comment.

The Public Works and Engineering Services Department had no comments.

The Engineering Department reviewed the request and noted that the Property was previously an unopened Right-Of-Way that now backs onto a residential property. A culvert does not appear to have been installed to access the Property. No sanitary servicing has been installed to property line and work within the municipal Right-Of-Way will require a Municipal Consent Permit.

The Engineering Department circulated the request to various utilities for comment and these comments identified an easement required by Bell for its aerial facilities.

The Planning Division had no comments or concerns. The Building Department had no objections.

The SSMRCA advised that the Property is not located within the regulated area regarding Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c. C.27. The SSMRCA also stated that based on Source Protection Area vulnerability mapping, a portion of the Property is located within a Wellhead Protection Area C (WHPA-C), 5-year time-of-travel, associated with the Shannon Well. This designation reflects the vulnerability of the municipal groundwater supply to contaminants with the potential to impact drinking water quality.

The existing and proposed land use is residential, and no significant drinking water threat activities are identified or anticipated under the Clean Water Act, 2006 and the Approved Source Protection Plan. At this time, there is no objection to the Property being declared surplus.

The Community Development and Enterprise Services Department had no concerns and is in support. The Committee of Adjustment had no objections and is in support.

Economic Development had no issues. The DSSMSSAB did not provide a response.

Analysis

If Council declares the property surplus, the City will market the Property through the real estate firm obtained through the RFP process, specifically EXIT Realty True North.

Financial Implications

On September 2, 2025, Council approved the Access to Land Program and authorized \$200,000 from the Housing Accelerator Fund funding to be spent on the necessary expenses for the properties designated in Rounds 1 and 2 of the Access to Land Program. The addition of this Property, and the properties located at 193 Anna Street and 4 Wemyss Street also before Council can be covered by that amount.

Strategic Plan / Policy Impact / Climate Impact

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

Property Declared Surplus 253 Anna Street (Access to Land Program)

April 13, 2026

Page 3.

Recommendation

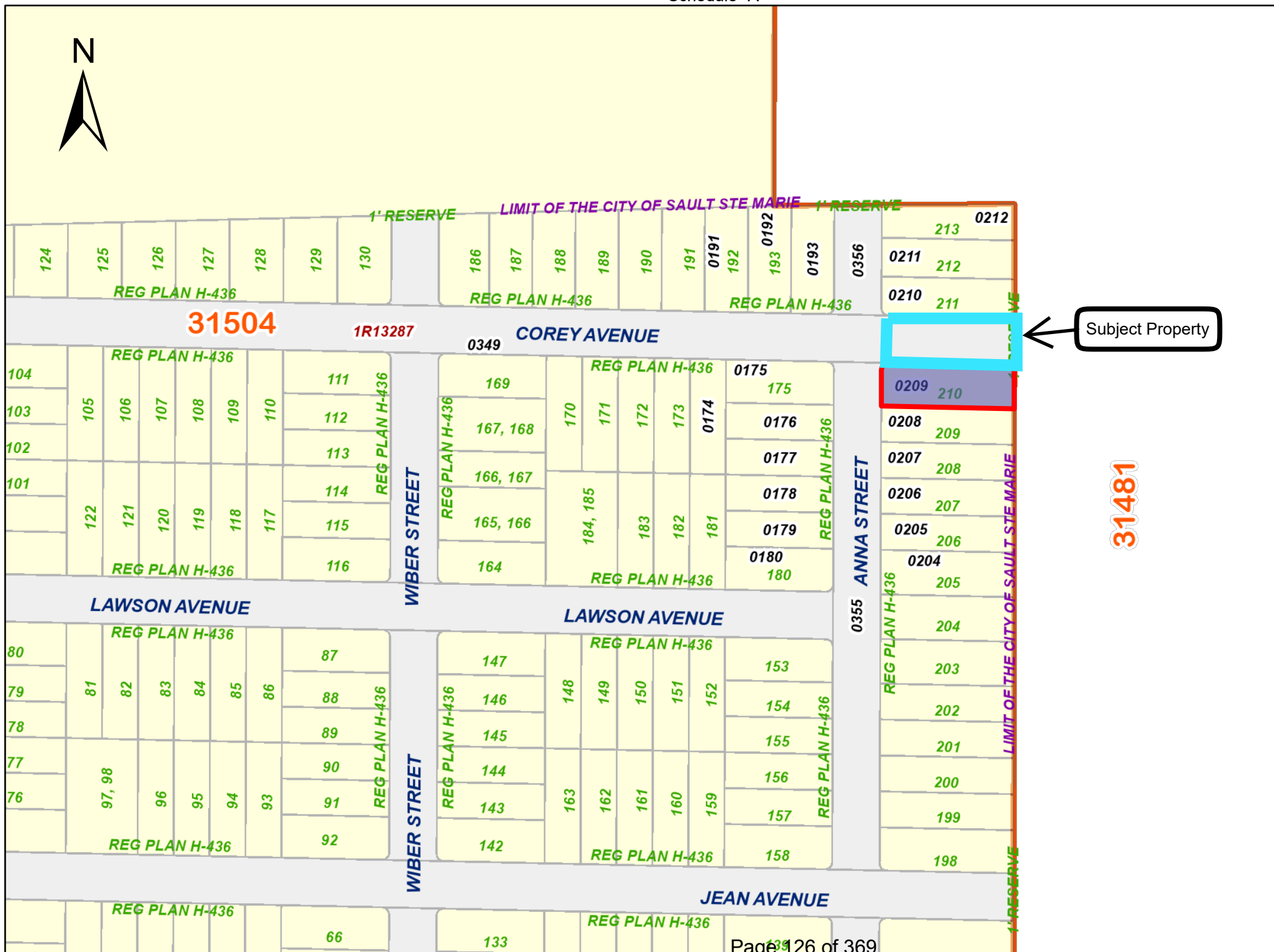
It is therefore recommended that Council take the following action:

The relevant By-law 2026-44 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

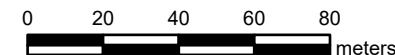
sd\\citydata\LegalDept\Legal\Staff\LEGAL\LP - PROPERTY FILES\8. Access to Land Program Several Properties\Access to Land Round 1b Circulation\193 Anna Street\



ServiceOntario

PRINTED ON 03 NOV, 2025 AT 11:08:29
FOR JGAVADZA01

SCALE



PROPERTY INDEX MAP

ALGOMA(No. 01)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER 0449
- BLOCK NUMBER 08050
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

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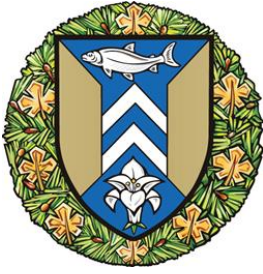
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The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT: Legal Department
RE: Property Declared Surplus 4 Wemyss Street (Access to Land Program)

Purpose

The purpose of this report is to recommend to Council that the property described in PIN 31545-0370(LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE, being civic 4 Wemyss Street, be declared surplus and offered for sale by the City in accordance with the City's Access to Land program.

Attachments

Attached as Schedule "A" is a map of the Subject Property ("Property").

Background

In 2019, the Legal Department received a request from Public Works and Engineering Services to ascertain if 4 Wemyss Street could be declared surplus. The request was circulated to various City Departments for comment. There were no objections to declaring the Property surplus. The Committee of Adjustment advised the Property is zoned R2 Single Unit Residential. SSMRCA advised that the Property is not located within an area under the jurisdiction of the Conservation Authority, with regard to O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

The Planning Department did not have concerns with the sale of this property but did note that given the size and that it is a corner lot, the two abutting owners may be interested in the Property.

Due to Planning's comments and prior to advertising the sale of the Property, letters were sent to the two abutting property owners to see if they were interested. The property was subsequently advertised for bids in August 2020. No bids were received.

On September 2, 2025, Council endorsed the Access to Land program and authorized staff to bring forth requests to Council to declare City-owned properties as surplus for the purposes of the program.

Property Declared Surplus 4 Wemyss Street (Access to Land Program)

April 13, 2026

Page 2.

On February 18, 2026 the Planning Department expressed its desire to add this Property to the Access to Land program so that it can be marketed on MLS. The size and configuration of the Property could accommodate a small dwelling. Additionally, the listing of the Property on MLS might motivate developers or a neighbouring property owner to make a submission.

Analysis

If Council declares the Property surplus, it will market the Property through the real estate firm obtained through the RFP process, specifically EXIT Realty True North.

While the Property has previously been declared surplus by Council, it is appropriate to have the Property formally declared surplus under the Access to Land Program, and the former By-law 2020-25 should be repealed.

Financial Implications

On September 2, 2025 Council approved the Access to Land Program and authorized \$200,000 from the Housing Accelerator Fund funding to be spent on the necessary expenses for the properties designated in Rounds 1 and 2 of the Access to Land Program. The addition of this Property and the properties located at 253 Anna Street and 193 Anna Street also before Council can be covered by that amount.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

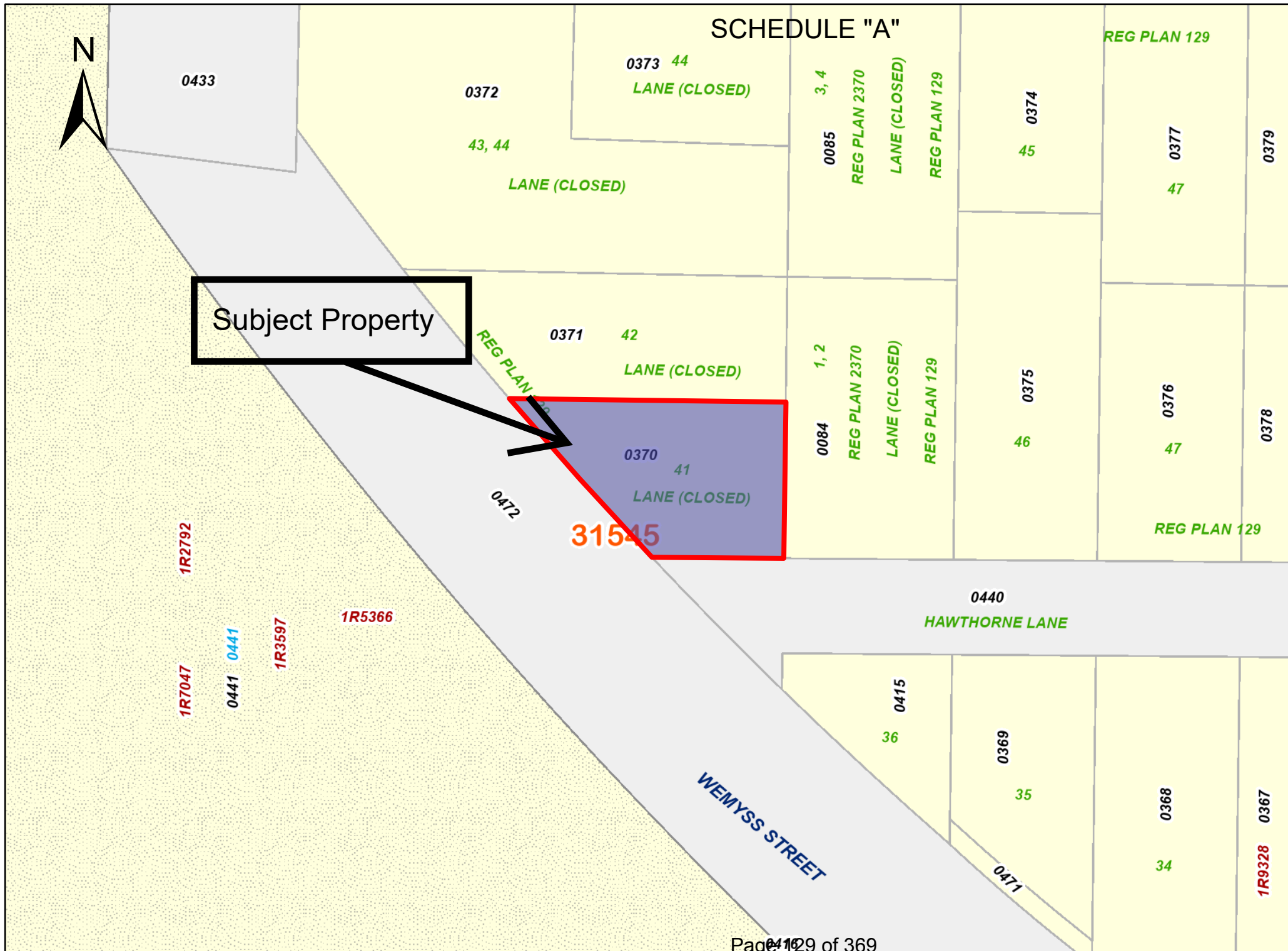
It is therefore recommended that Council take the following action:

The relevant By-law 2026-41 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

lv"\\citydata\LegalDept\Legal\Staff\LEGAL\LP - PROPERTY FILES\8. Access to Land Program Several Properties\Wemyss Street, 4"

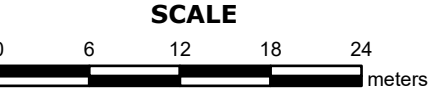


Subject Property

31545



PRINTED ON 03 MAR, 2026 AT 10:31:43
FOR LILIANA01



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

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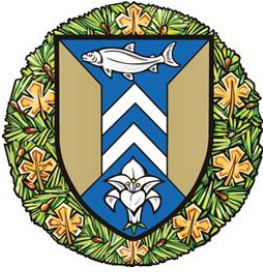
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**The Corporation of the
City of Sault Ste. Marie**

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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicholas Cicchini, MURP, Junior Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-5-26-Z 1281 Great Northern Road (c/o John Onofrio)

PURPOSE

The purpose of this report is to rezone the subject property to allow a broader range of permitted uses and provide greater flexibility over time. The additional uses requested include office uses, personal service uses, and certain subcontractor shop uses.

The current development plan is to establish a nurse practitioner office on the ground floor of the existing building. The rezoning would also allow other approved uses in the future, but those uses are not proposed for immediate development at this time.

PROPOSED CHANGE

The applicant is seeking Council approval to rezone the subject property from Highway Zone with a special exception (HZ. S160) to Highway Zone with an amended special exception (HZ. S160 Amended) to permit, in addition to those uses already permitted in the HZ Zone, the following:

1. Office Uses and/or Personal Service uses to a maximum combined gross floor area of 700 m²;
2. An electrician's shop, exterior siding and window contractor's shop, flooring shop, heating and cooling contractor's shop, and plumber's shop.

Subject Property:

- Location: Southwest corner of Great Northern Road and Fourth Line East
- Approximate Size: 56m (183.73ft) of frontage along Great Northern Road, 130.2m (427.17ft) of frontage along Fourth Line East, area totaling 0.654 Ha (1.62 Acres).
- Present Use: Retail Sale of Stone Products and Accessories
- Owner: Onofrio's Inc.

BACKGROUND

In 1998, Council rezoned the subject property to permit the retail sale of stone products.

On July 31, 2023 Council rezoned the subject property to permit Professional Scientific and Technical Services as an additional permitted use.

On November 20, 2023 Council rezoned the subject property to permit up to five residential dwelling units on the second floor only of the existing building only, in addition to those uses currently permitted.

ANALYSIS

Conformity with Official Plan

The land use map of the Official Plan (Schedule C) designates the subject property as Commercial. Commercial Land Use includes a broad range of activities such as business, government, health or social services, and other personal or household service industries, with an overall emphasis on maximizing the use of existing commercial space.

Policy C.4 of the Official Plan requires major office space to be located in the downtown area. The Zoning By-law does not consider Office Uses up to 700 m² as major office space. As discussed later within this report, the application proposes a combination of office space and Personal Services totaling up to 700 m² outside the downtown area.

Personal Services are commercial uses that fall within the Commercial Land Use Designation of the Official Plan.

Subcontractor shops primarily operate as service-oriented businesses that support construction, maintenance, and repair activities. While contractor-type uses are frequently associated with industrial areas, the City has previously recognized through site-specific rezoning that certain smaller-scale subcontractor shop formats can be appropriately accommodated on commercially designated lands where they are compatible with adjacent uses and where site performance standards allow them.

The proposal supports the Official Plan's direction to maximize the adaptive reuse of existing commercial space by enabling additional service-commercial opportunities within existing buildings, without requiring new commercial land to be developed. The proposed application conforms with the Official Plan.

Conformity with Provincial Planning Statement 2024

The Provincial Policy Statement 2024 (PPS) provides policy direction on matters of provincial interest related to land use planning and development. Council decisions must be consistent with the policies contained in the PPS.

The proposed amendment supports an efficient, serviced development pattern by enabling the adaptive reuse of an existing building on a developed commercial site. Furthermore, by providing a broad range of permitted uses on the subject property, the amendment supports economic development and long-term employment needs in a manner consistent with provincial interest in maintaining opportunities for jobs and services within existing settlement areas.

This proposed application is consistent with the PPS (2024).

Conformity with Growth Plan for Northern Ontario 2011

The Growth Plan for Northern Ontario (GPNO) establishes a framework for managing growth in Northern Ontario. Council's Decision must either conform to or not conflict with the plan. The proposed amendments have been reviewed against the GPNO and do not conflict with it.

COMMENTS

The applicant has requested to rezone the subject property to permit Office Uses, Personal Services, and a Subcontractor's Shop. The office and Personal Services may not exceed a combined maximum of 700 m² of the Gross Floor Area (GFA) in the existing building only. The restriction on GFA for combined uses was intended to permit a mix of office and Personal Services while ensuring that neither use could be operated solely within the existing building. It also maintains the underlying scope of the Highway Zone, which is intended to serve the traveling public and transportation businesses.

The applicant's proposed development plan is to establish a nurse practitioner office on the ground floor of the existing building. A use of this nature is defined under "Office Uses" in Zoning By-law 2005-15 and is not permitted in the highway zone. Rezoning the subject property to permit Office Uses would facilitate the proposed nurse practitioner office.

Relatively small office spaces (such as medical offices, financial institutions, and others) should be spread throughout the community to provide easier access and reduce travel time and distance. Furthermore, the 2016 Downtown Strategy emphasizes making downtown a more complete neighborhood through additional residential, cultural, and recreational development, while preserving downtown as the community's administrative core. Approval of this application is appropriate and consistent with the current vision for the Downtown.

On March 23, 2026 City Council approved Housekeeping Amendments – Phase II (application No. A-4-26-Z). Amendment number 13 of this application increased the maximum gross floor area of Office Uses located outside of the downtown from 300m² to 700m². Therefore, the proposed cap of 700 m² is consistent with Zoning By-law 2005-150.

Personal services primarily involve providing personal care services to the public and are typically low-impact, customer-focused activities. They are similar to existing permitted commercial uses in the Highway Zone, such as service-based retail establishments. These uses are compatible with the Highway Zone's service-oriented character. Additionally, Personal Services are already permitted in most other commercial zones within the city.

The existing use of the subject property is the manufacturing and retail sale of stone products and accessories. The subject property includes outdoor storage, but all manufacturing operations are conducted indoors. The manufacturing portion of the operation is more closely related to light industrial uses than to commercial uses.

A subcontractor's yard would be similar to, or even less impactful than, the current operation of the site. Typically, subcontractors' yards have minimal to no retail sales, operate off-site, and have indoor and limited outdoor storage. Furthermore, in the past, City Council approved similar applications to permit electricians' shops or other subcontractors' shops along Great Northern Road. These properties are either zoned "Highway Zone" or a similar commercial zone.

Concerning the outdoor storage mentioned above, as stated in section 4.10.1 of Zoning By-law 2005-150, all outdoor storage on a Highway Zone property must be located in a rear yard and shall be 100% visually screened.

At this time, the applicant has no immediate development plans for personal service uses or a subcontractor's shop. This request aims to expand the scope of permitted uses and introduce greater flexibility for the site over time. The current development plan is to establish a nurse practitioner office on the ground floor of the existing building.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on Friday, March 20, 2026. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City's website and in the Sault Star on Saturday, March 21, 2026.

Public Comments

At the time of drafting this report, no public comments have been received by Planning Staff.

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 have no objections or concerns with the proposed application: Public Works, Engineering Division, Economic Development, Community Development and Enterprise Services, Sault Ste. Marie Region

Conservation Authority (SSMRCA), Accessibility Advisory Committee, and Municipal Heritage Committee.

PUC Services (Water and Electric) has no concerns with the proposed application. Although it has been stated that the applicant may require an Application for General Water Service and/or an increase in electrical service requirements, the applicant should contact PUC Engineering early in the design process.

The Building Division has no objection to the proposed application. However, would like to remind the applicant that adding uses to the building/site may result in a change-of-use application, which would require approval and a building permit from the City Building Division.

Furthermore, the Building Division's records indicate that an open permit (No. 0028282) from 2003 remains. The permit was to erect a 48ft x 48ft addition to the existing shop. The applicant/property owner should contact the Building Division to schedule a building inspection to finalize the permit.

The Legal Division has stated that landscaping and site operations are encroaching on City property and has requested confirmation from Planning Staff.

In 1992 the City took a road widening along Fourth Line East. The Site Plan Agreement was amended to include a clause (Clause 29) that allowed the existing fence to remain on City property; with the condition that the City may request its removal at any time, at the cost of the property owner should Fourth Line East road widening be required. Therefore, the fence is permitted on City property. At this time, no formal request has been made by the City of Sault Ste. Marie for the existing fence to be removed.

It should be noted that the property owner has storage encroaching on city property between the existing building and fence. Planning Staff will work with the applicant on the matter of storage in the exterior side yard. Additionally, landscaping is along the east-facing fence on the exterior side yard. It is the opinion of Planning Staff that for the time being, the landscaping provides a visual buffer to the on-site storage. Furthermore, it enhances the aesthetics of the subject property, complementing it, especially within a gateway area of the City.

Subsequently, this does not affect this application.

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. Furthermore, the application promotes economic activity.

Adaptive reuse of existing buildings is associated with sustainable development practices. Compared to demolition and new construction, re-use generates significantly lower greenhouse gas emissions due to less reliance on the production and transportation of new building materials.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated April 13, 2026 concerning Planning Act Application A-5-26-Z be received and that Council approve the application to rezone the subject property from Highway Zone with a special exception (HZ. S160) to Highway Zone with an amended special exception (HZ. S160 Amended) to permit, in addition to those uses already permitted in the HZ Zone, the following:

- Permit Office Uses and/or Personal Services to a maximum of a combined gross floor area of 700 m²;
- Permit a Subcontractors Shop which may include the following or similar uses:
 - a. Electrician's shop
 - b. Exterior siding and window contractor's shop
 - c. Flooring shop
 - d. Heating and cooling contractor's shop
 - e. Plumber's shop

The relevant By-law 2026-55 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicholas Cicchini, MURP

Junior Planner

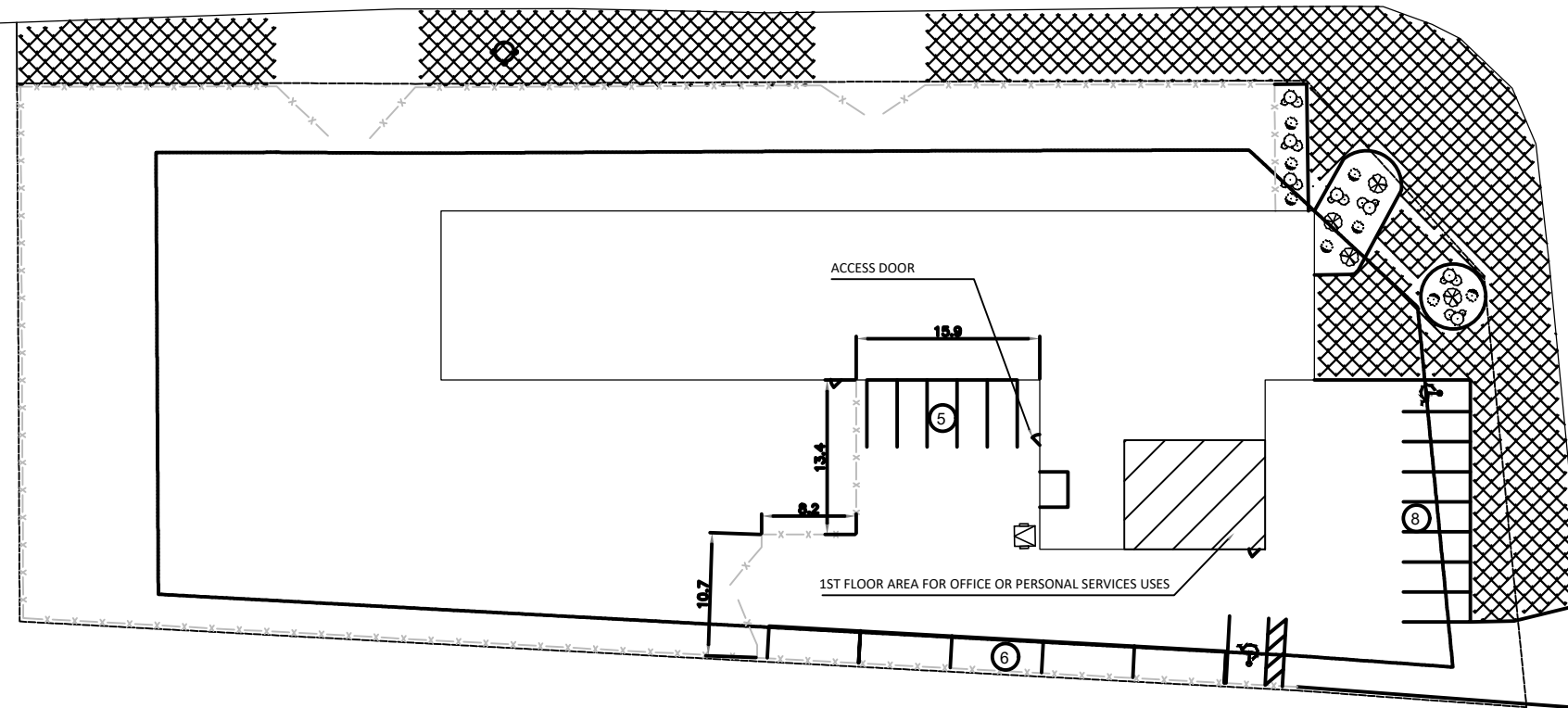
705.759.5375

n.cicchini@cityssm.on.ca



FOURTH LINE E

GREAT NORTHERN ROAD



NOTES:

- THIS IS NOT A LEGAL SURVEY. THIS PLAN IS TO OUTLINE PROPERTY AND BUILDING MEASUREMENTS ONLY. IT IS NOT A LEGAL DOCUMENT. A TIE-IN SURVEY WOULD FINALIZE EXACT BUILDING LOCATION AND DIMENSIONS.
- NO PLANNED CHANGES TO EXTERIOR OR LANDSCAPING, EXCEPT MOVING FENCE FOR NEW PARKING.

LEGEND

	GRASS
	LANDSCAPING/PLANTS
	REFUSE CONTAINER
	CHAIN LINKED FENCE
	SETBACK LINES
	PROPERTY LINES
	FIRE HYDRANT

EXISTING BUILDING AREA	1410m ²
EXISTING FLOOR AREA	1838m ²
FRONT/SIDE SETBACK	6m
INTERIOR SIDE SETBACK	3m
REAR SETBACK	12m
ZONING	HIGHWAY (HZ) ZONE
PROPOSED USE	PERSONAL SERVICES & OFFICE USES
PROPOSED AREA	121m ²

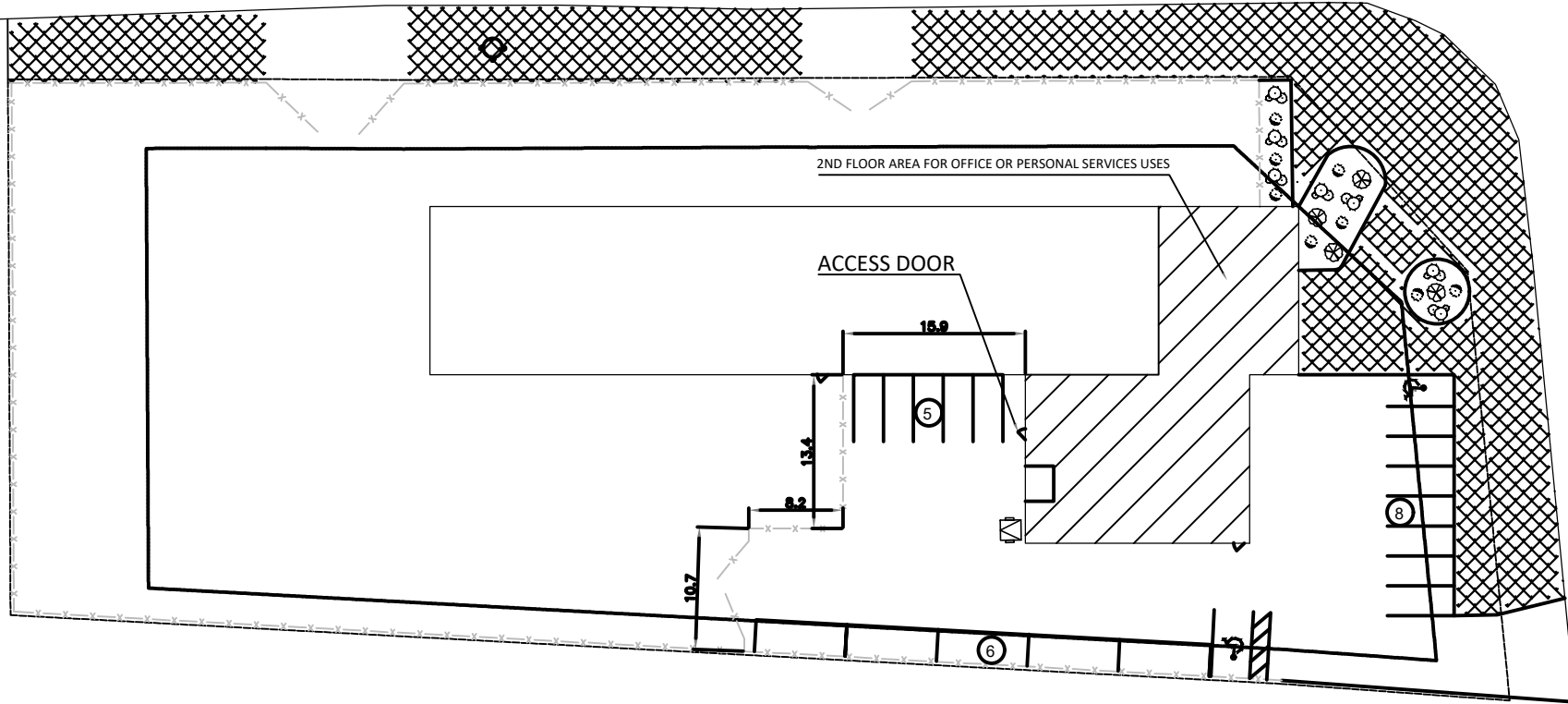
CONCEPTUAL
NOT FOR CONSTRUCTION

PROPOSED SITE PLAN - FIRST FLOOR



FOURTH LINE E








GREAT NORTHERN ROAD



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- NO PLANNED CHANGES TO EXTERIOR OR LANDSCAPING, EXCEPT MOVING FENCE FOR NEW PARKING.

LEGEND

	GRASS
	LANDSCAPING/PLANTS
	REFUSE CONTAINER
	CHAIN LINKED FENCE
	SETBACK LINES
	PROPERTY LINES
	FIRE HYDRANT

EXISTING BUILDING AREA	1410m ²
EXISTING FLOOR AREA	1838m ²
FRONT/SIDE SETBACK	6m
INTERIOR SIDE SETBACK	3m
REAR SETBACK	12m
ZONING	HIGHWAY (HZ) ZONE
PROPOSED USE	PERSONAL SERVICES & OFFICE USES
PROPOSED AREA	450m ²

CONCEPTUAL
NOT FOR CONSTRUCTION

PROPOSED SITE PLAN - SECOND FLOOR

March 25, 2026

Peter Tonazzo
Director of Planning
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: 1281 Great Northern Rd – Application No. #A-5-26-Z

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. has no concerns with the proposed rezoning application. However, if the electrical service requirements increase, please contact PUC Engineering early in the planning/design process to commence the electrical service upgrade process.
- The Public Utilities Commission of the City of Sault Ste. Marie has no concerns with the proposed rezoning application. However, an Application for General Water Service may be required for submission to PUC for the proposed building changes. Please contact PUC Engineering early in the design process.

Yours truly,
PUC SERVICES INC.



Mitchell Paradis, P.Eng.
Senior Manager, Engineering

MP*km

Nicholas Cicchini

From: Frank Bentrovato
Sent: Wednesday, March 25, 2026 8:06 PM
To: Samir Thapa
Subject: RE: Request for Comments – A-5-26-Z – 1281 Great Northern Road

Hello Samir,

The Building Divisions comments are the following.

1. Adding additional uses to the building/site may result in a change-of-use and/or additional suites to the building which would require approval and a building permit from the City Building Division.
2. Additional uses and/or suites will be reviewed on a case by case basis by the Building Division for compliance with the Ontario Building Code and applicable laws.
3. Our system shows permit 0028282 from 2003 to erect a 48 x 48 addition to existing shop is still open. The owner should reach out to the Area Building Inspector in order to get that permit record finalized.

Sincerely;

Frank Bentrovato, MAATO, CBCO, BCIN
Coordinator Plans Examination
Public Works & Engineering Services
705.759.2750 f.bentrovato@cityssm.on.ca

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



Nicholas Cicchini

From: Melanie Borowicz-Sibenik
Sent: Monday, March 23, 2026 2:27 PM
To: Jeffrey King; Jenna Ricard
Cc: Orsalina Naccarato; Erika Peters
Subject: RE: Request for Comments – A-5-26-Z – 1281 Great Northern Road

Hi Jeff – I have had the chance to review. The drawing (Site Plan) shows structures/landscaping that I'm not sure if it is located on City Property or solely on the Applicant's property. The legend codes (line) is difficult to determine if there is anything proposed outside of their property. And the plan also states that it is not a legal survey. I would ask Building/Planning to confirm if everything is on the Applicant's property, and if not, then a Licence Agreement request would be necessary for anything proposed on City Property.

Thanks Melanie

Melanie Borowicz-Sibenik

Assistant City Solicitor/Senior Litigation Counsel
Legal Department
705.759.5403 m.borowiczsibenik@cityssm.on.ca

CITY OF SAULT STE. MARIE

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



SUBJECT
PROPERTY

618

1324

1325

FOURTH

GREAT NORTHERN

1281

1292

1284

1268

1275

1245

1236

Application A-5-26-Z: Aerial Image

Property Information




Planning & Enterprise Services

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

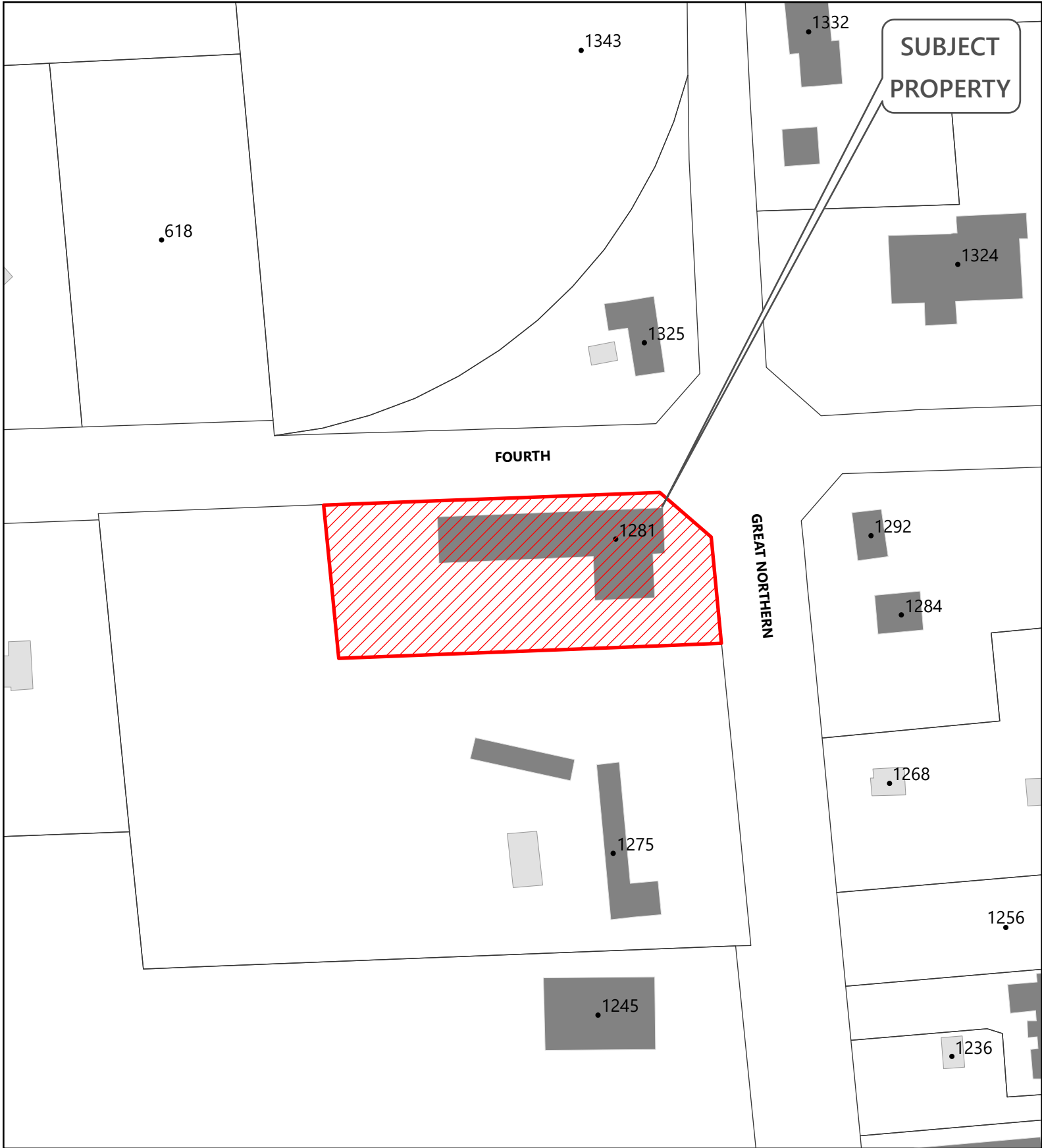
 Subject Property

 Parcel

Civic Address: 1281 Great Northern Rd.
Roll No: 030085061000000
Map No: 126/1-141
Date Created: March 23, 2026

0 25 50 m 

This map is for general reference only.
Orthophoto: 2022



**SUBJECT
PROPERTY**

.618

.1343

.1332

.1324

.1325

FOURTH

GREAT NORTHERN

.1281

.1292

.1284

.1275

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.1256

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.1236


Application A-5-26-Z: Subject Property

Property Information



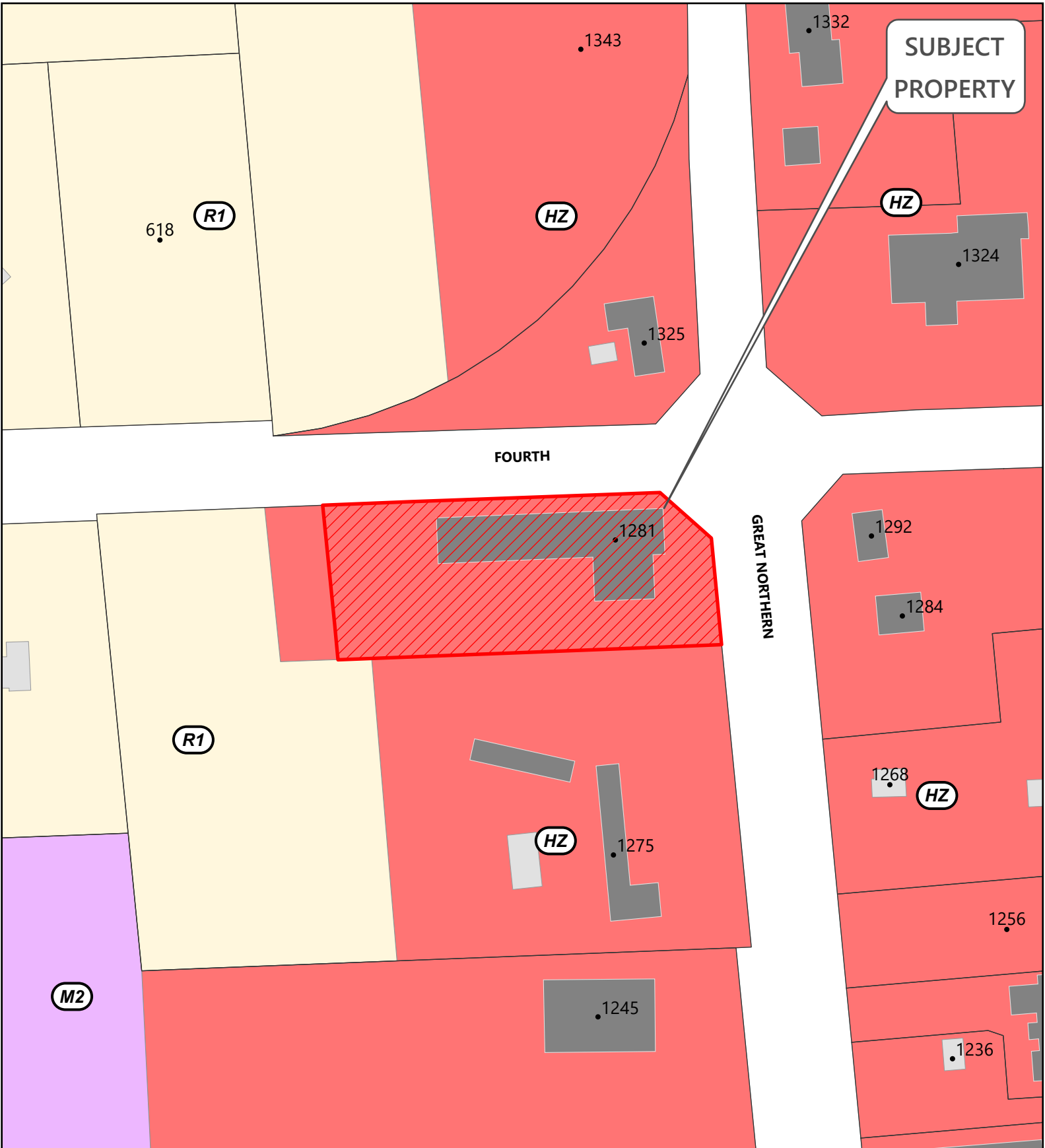
Planning & Enterprise Services

Community Development & Enterprise Services
 City of Sault Ste. Marie
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
 saultstearie.ca | (705) 759-5368 | planning@cityssm.on.ca

-  Subject Property
-  Parcel

Civic Address: 1281 Great Northern Rd.
 Roll No: 030085061000000
 Map No: 126/1-141
 Date Created: March 23, 2026





Application A-5-26-Z: Existing Zoning

Property Information

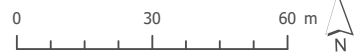


Planning & Enterprise Services

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 City of Sault Ste. Marie
 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		R6 - Mobile Home Residential Zone
	C4 - General Commercial Zone		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		RP - Rural Precambrian Uplands Zone
	M3 - Heavy Industrial Zone		REX - Rural Aggregate Extraction Zone
	R1 - Estate Residential Zone		AIR - Airport Zone
	R2 - Single Detached Residential Zone		Named Use - Commercial Dock

Civic Address: 1281 Great Northern Rd.
 Roll No: 030085061000000
 Map No: 126/1-141
 Date Created: March 23, 2026



This map is for general reference only. 1:1,675



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

1281 Great Northern Road
Application No.: A-5-26-Z
Applicant: Onofrio's Inc. (c/o John Onofrio)

Date: Monday, April 13, 2026
Time: 5:00 PM

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

PURPOSE

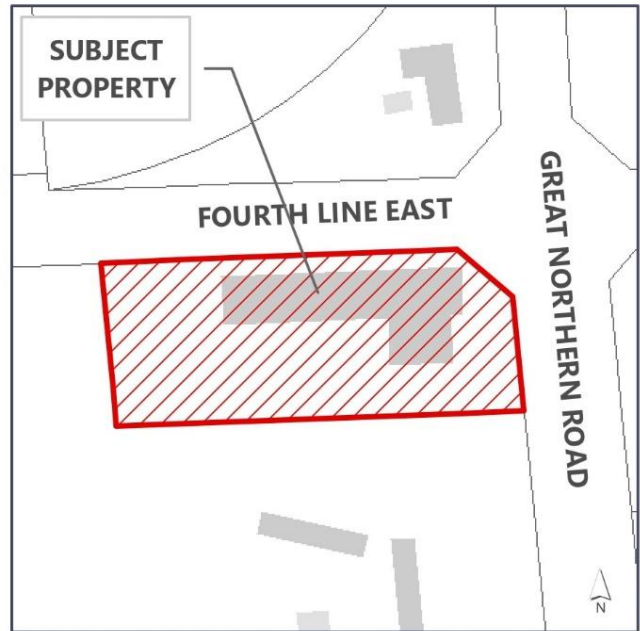
The application proposes to rezone the subject property to allow a broader range of permitted uses and provide greater flexibility over time. The additional uses requested include office uses, personal service uses, and certain subcontractor shop uses.

The current development plan is to establish a nurse practitioner office on the ground floor of the existing building. The rezoning would also allow other approved uses in the future, but those uses are not proposed for immediate development at this time.

PROPOSED CHANGE

Rezoning the subject property from Highway Zone with a special exception (HZ.S160) to Highway Zone with an amended special exception (HZ.S160 Amended) to permit, in addition to those uses already permitted in the HZ Zone, the following:

1. Office uses and/or personal service uses, to a maximum combined gross floor area of 700 m².
2. An electrician's shop, exterior siding and window contractor's shop, flooring shop, heating and cooling contractor's shop, and plumber's shop.



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, April 13, 2026, 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 or 705-759-5388 to register as a presenter. Registered presenters will be provided with instructions as to how to attend 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 Friday, April 10, 2026, as part of City Council's Agenda. Please contact Nicholas Cicchini at 705.759.5375 or 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, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to n.cicchini@cityssm.on.ca with your name, address, and application file number on or before Monday, April 13, 2026.

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

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

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

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

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

NOTICE OF APPLICATION AND PUBLIC MEETING

Date: April 13, 2026
Time: 5:00 p.m.

Civic Centre, Council Chambers
99 Foster Drive

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on **Monday, April 13, 2026**, 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>

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SUBJECT PROPERTY

Address: 1281 Great Northern Road
Application: A-5-26-Z
Applicant: Onofrio's Inc. (c/o John Onofrio)

PURPOSE

The application proposes to rezone the subject property to allow a broader range of permitted uses and provide greater flexibility over time. The additional uses requested include office uses, personal service uses, and certain subcontractor shop uses.

The current development plan is to establish a nurse practitioner office on the ground floor of the existing building. The rezoning would also allow other approved uses in the future, but those uses are not proposed for immediate development at this time.



PROPOSED CHANGE

Rezone the subject property from Highway Zone with a special exception (HZ.S160) to Highway Zone with an amended special exception (HZ.S160 Amended) to permit, in addition to those uses already permitted in the HZ Zone, the following:

1. Office uses and/or personal service uses, to a maximum combined gross floor area of 700 m².
2. An electrician's shop, exterior siding and window contractor's shop, flooring shop, heating and cooling contractor's shop, and plumber's shop.

HAVE YOUR SAY

Input on the proposed applications are welcome and encouraged. You can provide input by speaking at the public meeting or by making a written submission.

MORE INFORMATION

The applications may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available for review on **Friday, April 10, 2026**, during regular office hours in the Planning Division. Inquiries should be directed to Nicholas Cicchini, Planning Division, at 705.759.5375 or n.cicchini@cityssm.on.ca. Please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Nicholas Cicchini, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mailed to n.cicchini@cityssm.on.ca with your name, address and application file number on or before **Monday, April 13, 2026**.

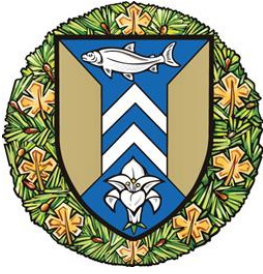
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If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal 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.



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

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-02-26-OP (OPA 259): Rural Estate Subdivisions

PURPOSE

The purpose of this report is to propose Official Plan Amendments to create a policy framework to permit rural estate residential subdivisions in a controlled and limited manner.

PROPOSED CHANGE

The applicant, the City of Sault Ste. Marie, wishes to amend the Rural Residential Growth, and Rural Area policies of the Official Plan to establish a new policy framework to permit rural estate residential subdivisions.

Under the proposed policies, rural estate residential subdivisions served by private well and septic would only be permitted where they have first been considered through a Rural Subdivision Intake Window and determined to satisfy the City's evaluation criteria.

The amendment would also establish an annual lot quota, limit the share of the quota that may be taken up by any one application, and provide for the preparation of an Intake Window Guideline to address matters such as submission requirements, evaluation criteria, timing, and approval expiry.

Proposed Official Plan Amendment No. 259 is attached as Appendix A to this report.

Subject Property:

The Application applies to all lands within the Rural Land Use Designation, as shown on Schedule C of the Official Plan.

BACKGROUND

At its October 14, 2025 meeting, under Agenda Item 7.15, Council received an update from staff on ongoing policy work that included consideration of a new Rural Estate Residential Policy Framework.

ANALYSIS

Since 1996, the Official Plan (OP) has prohibited rural estate residential subdivisions. Since that time, only a very limited number of new rural estate subdivisions have received draft approval, each requiring an Official Plan Amendment as part of the approval process. The last rural estate subdivision was approved in 2009.

The moratorium was the result of a variety of factors, most prominent:

- Provincial policy direction historically emphasized limiting rural residential growth. Earlier Provincial policy frameworks placed significant emphasis on restricting rural residential development. This was reflected in 2010, when the Province appealed a local Official Plan Amendment that would have enabled a five-lot severance, arguing that it would contribute to sprawl and did not represent appropriate planning. Although the appeal was ultimately dismissed due to its late filing, it still illustrates the Provincial policy approach at that time.
- A stagnant and declining local population, with relatively high residential vacancy rates, and the general view that strong policies were required to focus all new residential development to urban areas. This approach was later amended to permit limited rural severances.
- A significant surplus of vacant rural lots in draft approved and registered rural estate residential subdivisions. In recent years, a large proportion of these lots have been developed, reducing the availability of such lots.

In light of changing growth conditions, it is appropriate to review the current moratorium on rural estate residential subdivisions. The City has experienced renewed population growth, housing demand has increased, and a large share of previously vacant rural estate subdivision lots have gradually been absorbed, with very limited new rural estate lot supply added since the mid-1990's. Staff are recommending that limited rural estate residential subdivisions be permitted through a carefully controlled framework.

Based on building permit data, approximately 16% of new dwelling units constructed since 2011 have been in the rural area, with 84% occurring in the urban area. More recently, since 2021, the rural share has declined to approximately 10.5%. Severance activity has also remained modest, averaging approximately 4.6 rural lots created per year over the past decade. These trends suggest that rural housing demand exists, but that it remains a relatively small and stable component of the City's overall market for new dwellings. There are approximately 182 developable vacant lots in the rural area, including approximately 79 lots within existing rural estate subdivisions. However, only a small proportion of these lots are actively listed for sale, and some may remain undeveloped due to site-specific constraints such as unsuitable soils, topography and other servicing challenges. As a result, the nominal rural lot inventory may overstate the amount of truly available and market-ready rural supply.

The current supply of rural lots has generally been through consent, where new lots are created on existing rural roads, which may have significant traffic volumes and the resulting 'strip development' lacks the neighbourhood feel one can find in a rural estate subdivision. Therefore, demand exists for rural estate lots that are within a plan of subdivision.

At the same time, rural estate subdivisions must be reviewed cautiously. Although they generally rely on private wells and septic systems, they still generate municipal service demands, including road maintenance, snowplowing, waste collection, and emergency response. Because rural development occurs at lower densities and over greater distances, these services are typically more costly to provide on a per-unit basis than in urban areas. Rural estate subdivisions may also compete with the City's broader urban growth objectives by drawing population and investment away from serviced urban areas. For these reasons, staff are recommending a managed framework that permits rural estate subdivisions on a limited and policy-controlled basis. The overall policy objective is to allow a modest amount of rural estate subdivision development while ensuring that rural lot creation remains limited, strategically located, and consistent with land use planning principles.

Proposed Approval Framework

Stage 1 – Preliminary Screening Intake Window and Evaluation

Prospective developers would be invited to submit a high-level concept package outlining the proposed layout and general design of a potential rural estate subdivision. Pre-consultation with City staff and relevant agencies would continue to be available in the same manner as for other development applications.

Submissions would be assessed against published scoring criteria and an annual lot quota. Detailed technical reports that are costly and time consuming to prepare would not be required at this stage. The purpose of Stage 1 is to evaluate preliminary suitability and relative merit before applicants incur the full cost of preparing a complete Draft Plan approval (Section 51 of the Planning Act) application.

The Stage 1 intake window would be evaluated in 2 steps:

Stage 1A: Evaluation of Must Pass Criteria

The 'must pass' criteria are used to screen out proposals that are fundamentally inappropriate in principle, conflict with higher-order planning policy, exceed the lot quota requirements, or undermine longer-term municipal objectives such as future urban growth or infrastructure planning. The must pass criteria will relate to the following matters:

- i. Lot Quota – If a subdivision is beyond the lot quota requirements, as discussed later in this report, it does not proceed. As previously mentioned,

through pre-consultation, projects can be refined and scoped to meet the annual lot quota restrictions.

- ii. Location Based – There will be a number of must pass criteria that relate to the location of the proposed subdivision. For example, rural estate subdivisions are not permitted in Primary Aggregate Resource Areas or the Precambrian Uplands Area. In addition, it is contemplated not to permit rural estate subdivisions within Secondary Aggregate Resource Areas and the Rural Land Reserve, which have not yet been implemented, however staff intend to present them to Council for consideration following further staff review and public consultation.

Stage 1B: Evaluation of General Scoring Criteria

Proposals that satisfy the ‘must pass’ criteria are then evaluated against general scoring criteria as noted in the in the table below:

1B. Evaluation of General Scoring Criteria		
Criteria Stream	Evaluation Considerations	Scoring
Land Use Compatibility	Adequate separation from incompatible or potentially noxious land uses, such as industrial uses, aggregate operations, livestock facilities, railways, and other major facilities.	0 to 5
Natural Heritage	Avoids or on a preliminary basis can minimize impacts to natural heritage features and adjacent lands, including wetlands, fish habitat, significant wildlife habitat, woodlands, and related ecological functions.	0 to 5
Natural Hazards	Outside of, or on a preliminary basis can appropriately address, natural and built hazards such as floodplains, steep slopes, unstable land, mining hazards, and other physical constraints.	0 to 5
Subdivision Layout	The subdivision is laid out in an efficient manner that maximizes the overall parcel fabric and minimizes excess linear infrastructure (i.e. roads).	0 to 5
Overall Policy Alignment	Supports orderly rural development, avoids fragmented strip development, and does not undermine the City’s broader urban-first growth strategy. Demonstrates consistency with the Provincial Planning Statement, conformity with the Growth Plan for Northern Ontario, and the Official Plan.	0 to 5
Scoring Legend		
Score	Description	
0	Unacceptable. Proposal does not advance.	

1	Major revisions or additional studies required.
2	Significant mitigation required.
3	Meets minimum expectations.
4	Strong.
5	Excellent.

In order to pass Stage 1B, a proposal must achieve a score of at least 3 in order to be evaluated against any other proposal that may be part of the same intake.

As previously noted, the pre-consultation process will be available and staff will assist prospective applicants by providing various information associated with the general scoring criteria, such as the location of natural heritage features (i.e. wetlands), hazards (i.e. flood plains), etc., which will help inform development decisions on preliminary designs. It is also important to reiterate that the evaluation is intended to implement a quota-based system that is not first-come, first-serve. It is anticipated that in some years there may be no subdivision applications, or only one application. In such cases, a proposal would only need to satisfy the must-pass criteria and achieve the minimum scoring threshold.

Stage 2 – Complete Draft Plan of Subdivision/Condominium Application

Proposals selected through Stage 1 would be invited to prepare and submit a complete application for draft plan of subdivision or condominium approval, including all required technical studies. Advancing to this stage means that the proposal has been identified as appropriate to proceed to detailed review through the formal Planning Act process.

If a complete application is not submitted within 12 months of the Stage 2 invitation, the eligibility would lapse and the applicant would be required to re-apply through Stage 1 at the next scheduled intake window. This is intended to prevent the annual lot quota from being tied up by inactive proposals. Limited extensions may be granted where the delay is minor or where legitimate reasons are demonstrated.

Advancing to Stage 2 indicates that staff are generally supportive of the proposal in principle, subject to the findings of the required technical studies and Council approval, as with other Planning Act applications. During Stage 2, technical studies may identify constraints that cannot be adequately mitigated, such as unstable slopes, poor subsurface conditions, inadequate well supply, or other site-specific limitations that render a development unsupportable. Those risks are borne by applicants as part of normal development due diligence.

Where a proposal does not advance beyond the Stage 1 preliminary screening and intake window process, a draft plan of subdivision application, including all

technical studies required for completeness, may still be submitted to the City. However, as such an application would not conform with the Official Plan's intake window requirements, a concurrent Official Plan Amendment application would also be required. Staff would not recommend approval of such applications.

Appendix B illustrates the approvals process through a flow chart.

Lot Quota

The OP policy framework proposes a lot quota to limit rural estate subdivision development to no more than 10% of the rolling five-year average of urban housing starts. This approach is intended to support the City's urban-first growth strategy while still allowing a modest level of rural residential choice.

Recognizing pent-up demand during the initial implementation period, staff are recommending that the quota be doubled during the first year. Based on current trends, the rolling five-year average of urban residential housing starts is 202 dwelling units. The default lot quota would therefore be 20 lots per year. During the first year of implementation, that cap would be doubled to 40 lots. The OP policy will allow for some flexibility, if for example, the quota is 20 lots and 2 eligible subdivisions total 24 lots, staff are able to recommend draft plan approval without amending the Official Plan. At this time, staff are not recommending that unused quota be carried forward to future years. However, the extent of any unused quota will be monitored and may help inform future decisions regarding minor deviations or adjustments to the annual lot quota.

The 10% quota reflects current rural development patterns while helping to prevent the creation of a large surplus of vacant rural subdivision lots. It also ensures that rural estate subdivision supply remains proportionate to the strength of urban development activity and does not undermine the City's broader urban-first growth framework.

To avoid a single proposal from taking up the full annual lot quota where there are multiple eligible applications, a per-application allotment of 40% is proposed in any year with two or more eligible submissions. For example, where the annual quota is 20 lots, no single application would receive more than 8 lots in that year if multiple eligible proposals are competing for allocation. If only one eligible proposal is submitted, the per-application allotment would not apply, and the full annual allocation could be assigned to that proposal. Larger subdivisions exceeding the annual lot quota or per-application allotment would be expected to proceed in phases, with lots beyond the annual allocation requiring consideration through future intake windows. This would allow later phases to be compared with other proposals submitted in subsequent years. Much like the overall lot quota, flexibility has been built into the per-application allotment policies, to ensure fairness and allow minor adjustments without the need for an Official Plan Amendment.

Once implemented, staff will continue to monitor rural residential building and severance activity, vacant draft-approved lots, and registered but undeveloped lots, and may recommend adjustments to the framework over time as warranted. Approvals for draft plans of subdivision would also be subject to expiry periods so that approved supply is brought forward in a timely manner rather than remaining dormant. Staff are recommending a three-year expiry period, whereby phases of draft approved plans must be registered within 3 years. This is consistent with Bill 185, *Cutting Red Tape to Build More Homes Act, 2024*, which requires municipalities to adopt “use it or lose it” clauses for new plans of subdivision and condominium approvals, and which also applies retroactively to certain approvals issued prior to 1995.

Housing Starts as the Basis for the Rural Lot Quota

The lot quota is proposed to be tied to urban development activity. That activity can be measured through building permits, housing starts, or final occupancy, each of which reflects a different stage in the development process. While building permits are a useful early indicator of development activity, they do not confirm that construction has actually started. Housing starts provide a stronger basis for the rural estate subdivision lot quota because they reflect projects that have advanced beyond approval and into active construction. This makes housing starts a more reliable indicator of actual development commitment, while also aligning more closely with broader housing supply monitoring practices used by higher levels of government. The measure of housing starts will also capture conversions within existing buildings, such as the creation of a basement apartment within a single detached dwelling.

COMMENTS

Conformity with the Official Plan

The proposed Rural Estate Subdivision policy requires textual amendments to the Official Plan, including revisions to Section 4.9 (Rural Area) and Section 4.9.1 (Rural Estate Residential Subdivisions) to incorporate the new Framework, as well as policy deletions that currently prohibit rural estate subdivisions.

The policies align with the Official Plan’s objective of maintaining an adequate supply of residential land to meet long-term housing needs.

The framework policies support the Official Plan’s objectives with respect to protecting natural heritage features, hazard lands, groundwater, and a growth management strategy that is focused on financially sustainable and urban-focused growth.

Therefore, the proposed policy framework and OP amendments, as discussed throughout this report, conform to other parts of the City’s Official Plan.

Conformity with the Provincial Planning Statement 2024 (PPS)

The proposed policy framework conforms to the Provincial Planning Statement (PPS) 2024, particularly Policies 2.6 (Rural Areas), 2.3.2 (Settlement Area Expansions), 4.1 and 4.2 (Natural Heritage & Water), and 5.1 (Hazards). The PPS permits limited rural residential development where it fits the rural context and does not redirect growth away from settlement areas.

Consistent with Policy 2.6.1, these subdivisions maintain rural character through larger lot sizes, private servicing, and needing to respond to natural features, and are appropriately located outside the Urban Settlement Area, ensuring settlement areas remain the primary focus of housing and servicing investment.

The proposed servicing requirements conform with Policy 3.6, which permits rural development on private wells and septic systems where they can be demonstrated to function safely and sustainably over the long term. Minimum lot sizes, as prescribed in the Zoning By-law, help ensure that lots are capable of supporting private servicing and avoid the need for municipal water or sanitary sewer extensions, thereby supporting financial sustainability.

The proposed locational criteria of rural estate subdivisions avoids impacts on the agricultural system (PPS Policies 2.3.2(1)(c–f)), as they are not within specialty crop areas or prime agricultural lands. Minimum Distance Separation (MDS) is applied as required under Policy 2.3.2(1)(e) to ensure compatibility with nearby agricultural operations. Subdivisions are also directed away from natural hazards and significant natural heritage features, consistent with Policies 4.1, 4.2, and 5.1, ensuring environmental features, water resources, and hazard lands are protected.

Overall, the City's approach to Rural Estate Subdivisions supports orderly, limited, and context-appropriate rural growth that aligns with PPS direction by maintaining rural character, avoiding agricultural and environmental impacts, relying on sustainable private servicing, and ensuring that the Urban Settlement Area continues to accommodate the majority of residential and serviced growth.

Therefore, both the expansion of the urban settlement area, and permitting limited rural estate subdivisions, conform to the PPS.

Conformity with the Growth Plan for Northern Ontario 2011 (GPNO)

The rural estate policy framework conforms to the Growth Plan, which recognizes the continued importance of Northern Ontario's rural and resource-based areas while emphasizing that the majority of new growth should occur in serviced urban centres. The City's Rural Estate Subdivision policies limit rural residential development to low-density, large-lot formats that maintain rural character, rely on long-term private servicing, and avoid costly or premature municipal infrastructure extensions. This approach supports the Growth Plan's direction to ensure rural

development is environmentally responsible, financially sustainable, and compatible with surrounding rural and agricultural uses, without undermining the growth, servicing, and economic development objectives of the City's urban area.

Therefore, these initiatives conform to the GPNO.

CONSULTATION

The rural estate subdivision framework was initially considered as part of a broader rural growth management policy review, which also included proposed policy directions respecting Urban Settlement Area boundary expansions, Locally Significant Agricultural Areas (LSAA), and Secondary Mineral Aggregate Resource Areas (SMAR). A separate report recommending approval of a number of Urban Settlement Area boundary adjustments appears elsewhere on Council's agenda.

An initial open house was held in January 2026. Notice was provided by direct mail to all property owners within the LSAA, SMAR, and USA study areas. Given the broad geographic scope of these policy areas, approximately 1,170 direct mail notices were issued. Notice of the open house was also provided through social media, newspaper advertising, and email circulation to some industry representatives.

While there was significant interest in the other growth management policies, there were very few comments received relating to the proposed rural estate residential subdivision policy framework. As expected, there are a small number of developers that welcome the ability to potentially develop a rural estate subdivision, although there is some concern related to the restrictions that the proposed lot quota will create.

Up to the drafting of this report, one email was received, which is attached to this report. Mr. Porier does not support permitting rural estate subdivisions, for a number of reasons, including inefficient low-density development, the inability to densify within rural residential subdivisions, the fragmentation of rural parcel fabric and impacts to agricultural uses.

Planning staff recognize Mr. Porier's concerns, and the proposed framework aims to either eliminate or minimize such concerns. The lot quota is directly tied to urban residential housing starts, thereby ensuring that in any one-year, rural estate approvals do not exceed 10% of urban housing starts. Additional evaluation criteria aim to reward developments that are the most efficiently designed, with special regard for inefficient road patterns. It is also important to note that current OP policies and Zoning provisions permit, as a matter of right, up to 2 dwelling units in the Estate Residential (R1) and Rural Area (RA) Zones, albeit such intensification opportunities and resulting densities are lower than that of an urban lot. With regards to lot fragmentation and impacts on agriculture, there are existing OP policies, proposed evaluation criteria and future recommended policy changes

aimed at managing such issues. For example, there are existing policies requiring all new sensitive use development (including rural estate residences) to adhere to the Ontario Ministry of Agriculture, Food and Rural Affairs' (OMAFRA) Minimum Distance Separation (MDS) Guidelines, which require specific setbacks from existing livestock facilities. In addition, the MDS framework includes setbacks from vacant parcels that may have agricultural potential. The setback formulas are based upon the tillable acreage of the vacant parcel.

The proposed Urban Settlement Area Expansions (USA) will result in including lands within the USA that have urban development potential within the next 25-years, thereby protecting such lands from low density rural development.

Additionally, staff will be bringing forward a policy framework aimed at identifying and protecting a 'Rural Land Reserve (RLR)' and a 'Secondary Mineral Aggregate Resource Area (SMAR)'. The proposed RLR is located in the west end of the community and identified as having intact parcels, and a cluster of agricultural uses. The SMAR area is generally located in the northern portion of the community, south of the Primary Mineral Aggregate Resource Area. As presently contemplated, rural residential severances and subdivisions would be prohibited in both areas. In addition, the RLR is contemplated as an area where future urban growth, including employment uses, could occur, thereby protecting these lands for long-term urban growth beyond the next 25-years.

Public notice of the Council meeting was posted on the city website, and placed as an advertisement in the Sault Star on March 21, 2026.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for detailed technical review and comment. No major concerns were raised.

FINANCIAL IMPLICATIONS

Approval of the proposed Official Plan amendment will not result in any immediate incremental change to municipal finances. The amendment is policy-level in nature and does not, in itself, approve any rural estate subdivision or authorize the construction of new municipal infrastructure. Any future financial implications would arise only through subsequent draft plan of subdivision and related Planning Act applications, at which time detailed technical review and conditions of approval would be considered through the development process.

Because rural estate subdivisions are intended to rely on private wells and septic systems, the amendment is not expected to create direct municipal obligations for water or sanitary sewer extensions. However, over time, approved rural estate subdivisions may contribute to additional municipal service demands, including road maintenance, snowplowing, waste collection, and emergency response. The

proposed quota, phasing, and intake evaluation framework are intended to limit these long-term fiscal impacts by ensuring that rural estate subdivision development remains modest in scale and carefully managed.

STRATEGIC PLAN / POLICY IMPACT

The proposed rural estate residential subdivision framework supports the City's strategic and policy objectives by replacing a blanket prohibition with a more structured and transparent growth management approach. It provides a limited policy pathway for rural residential development while maintaining an urban-first framework, reinforcing that rural estate subdivisions are to remain modest in scale, carefully evaluated, and phased in a manner consistent with broader land use, servicing, and fiscal objectives.

Limiting the scale of rural estate subdivision development and tying approvals to a managed quota and evaluation process, helps reduce the risk of uncoordinated and dispersed rural growth patterns. In this respect, the framework supports a more deliberate approach to growth management, which is generally more consistent with long-term environmental and fiscal sustainability than open-ended rural expansion.

SUMMARY

This report recommends amendments to the Official Plan to permit limited rural estate residential subdivisions through a structured intake, evaluation, and phasing framework. The proposed changes are intended to replace the current blanket prohibition with a more controlled and transparent policy approach.

The amendment is not intended to make rural estate subdivisions a primary form of growth or to allow open-ended rural development. Instead, it establishes a managed framework that keeps rural estate subdivision development limited in scale, tied to annual lot quotas, and subject to comparative evaluation and detailed technical review.

The proposed framework supports the City's broader growth management objectives by providing a modest rural subdivision housing option while reinforcing an urban-first approach to development and reducing the risk of scattered rural lot creation.

Approval of the amendment would not, in itself, approve any subdivision, as future proposals would still require further review and approval through the Planning Act process.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated April 13, 2026 concerning Application A-02-26-OP (OPA 259) be received and that Council approve Official Plan Amendment 259 as set out in Appendix A;

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

Respectfully submitted,

Jonathan Kircal, RPP

Intermediate Planner

705.759.6227

j.kircal@cityssm.on.ca

**AMENDMENT NO. 259 (Rural Estate Subdivisions)
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

The purpose of this Official Plan Amendment is to:

- Permit rural estate residential subdivisions in a controlled manner.
- Establish a structured and transparent policy framework that permits rural estate residential subdivisions only through a Rural Subdivision Intake Window.
- Replace the existing prohibition-based approach to rural estate residential subdivisions with a controlled, merit-based system that manages the timing, scale, and location of such development in a manner that is consistent with the City's urban growth strategy, rural character, servicing considerations, environmental constraints, and broader land use compatibility considerations.

LOCATION

The Rural Estate Subdivision policy (T-172) applies to all lands within the Rural Area Land Use Designation on Schedule C (Land Use) of the Official Plan.

BASIS

Council has identified the need to:

- Accommodate limited rural estate residential development in a structured, transparent, and fiscally responsible manner;
- Address demand for rural estate lots while directing such growth only to locations that are appropriate based on land use planning, servicing, and compatibility considerations;
- Avoid scattered, ad hoc rural lot creation patterns that fragment rural lands and undermine comprehensive planning; and
- Ensure that rural estate residential development does not undermine the City's urban growth strategy, long-term servicing objectives, or the orderly management of rural lands.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

The Official Plan for the City of Sault Ste. Marie is hereby amended as follows:

**(T-171) Amendment to Part VI (Physical Development – Built Environment),
Section 2.3 (Land Use)**

The subsection titled “Rural Residential Growth” is hereby repealed in its entirety.

**(T-172) Amendment to Part VI (Physical Development – Built Environment),
Section 2.3.6 (Rural Area)**

The following new Policies are added to existing Policy RA.11 (implemented through OPA’s 167 & 203):

1. Rural Estate Residential Subdivisions

Introduction

Rural Estate Residential Subdivisions, which are characterized as residential subdivisions with individual on-site well and septic services, are not permitted unless approved through the Rural Subdivision Intake Window.

Policies

1.1 Quota and Allocation

In order to ensure that rural estate residential subdivisions remain limited and reflective of the overall growth of the community, the following lot quotas apply:

- a. In any given year, the number of lots approved shall not exceed 10% of the rolling five-year average of urban housing starts.
 - i. Despite the provision above, minor deviations from the annual lot quota may be permitted, without an amendment to this plan, where it can be demonstrated that the deviation is numerically minor.
- b. No single application may contain more than 40% of the annual lot quota unless it is the only eligible application or in combination with all other eligible applications, the total lot quota is not exceeded.
- c. Shared applications, adjacent proposals, or integrated designs may be treated as one application for the purposes of the quota.
- d. For the first year following adoption of Policy 1.1 above, the annual lot quota will be doubled to 20%, after which, the quota will remain at 10%.

1.2 Preliminary Screening Intake Window

The Rural Subdivision Intake Window is intended to manage the timing, scale, and location of rural estate residential development in a manner that is orderly, transparent, and consistent with the City’s urban growth strategy, servicing capacity, rural character, and broader land use planning objectives.

The Intake Window is intended to evaluate concept proposals collectively and comparatively in order to determine which proposals, if any, are appropriate to advance to a formal Draft Plan of Subdivision application.

Only proposals that have been approved through the Preliminary Screening Intake Window shall be eligible to proceed to a formal Draft Plan of Subdivision application under this Plan.

Applicants shall submit a concept package sufficient for preliminary evaluation. Concept plans are reviewed collectively and concurrently during the intake window based on screening criteria addressing:

- a. Conformity to Provincial and Municipal policies and plans,
- b. Preliminary environmental constraints,
- c. Land use compatibility, including impacts to nearby noxious uses such as industrial uses and agricultural uses,
- d. Servicing feasibility,
- e. Appropriateness of proposed lot sizes and configuration, and a layout that minimizes excess linear infrastructure and associated servicing and maintenance,
- f. Whether the proposal represents an orderly and contiguous form of rural development and avoids scattered or premature fragmentation of rural lands,
- g. Cumulative impacts relative to all other submissions within the Intake Window, and
- h. Any other matters identified in the applicable Intake Window Guideline.

1.3 Expiry of Draft Approved Rural Estate Residential Plans of Subdivision and Condominium

- a. Every draft approved plan of subdivision or condominium, or any phase thereof, shall expire three years from the date of draft approval if the plan or phase has not been registered.
- b. A request to extend draft approval must be submitted prior to the expiry date. Any extension request shall be subject to review by the Planning Director and may be approved, approved with modifications, or denied. Extensions may be granted where the applicant demonstrates:
 - i. Substantial progress on fulfilling conditions (e.g. engineering design, subdivision agreement);
 - ii. Continued conformity with the Provincial Planning Statement, the Official Plan, the Zoning By-law, and current municipal engineering standards, and
- c. No combination of the original draft approval period and any extension or extensions shall result in a total approval period exceeding nine years without an amendment to this Plan.
- d. Where Draft Approval has lapsed, Council may consider a request to deem it not to have lapsed, subject to the statutory tests under s.51(33.1) of the *Planning Act*.

1.4 Rural Estate Residential Subdivision Intake Window Guideline

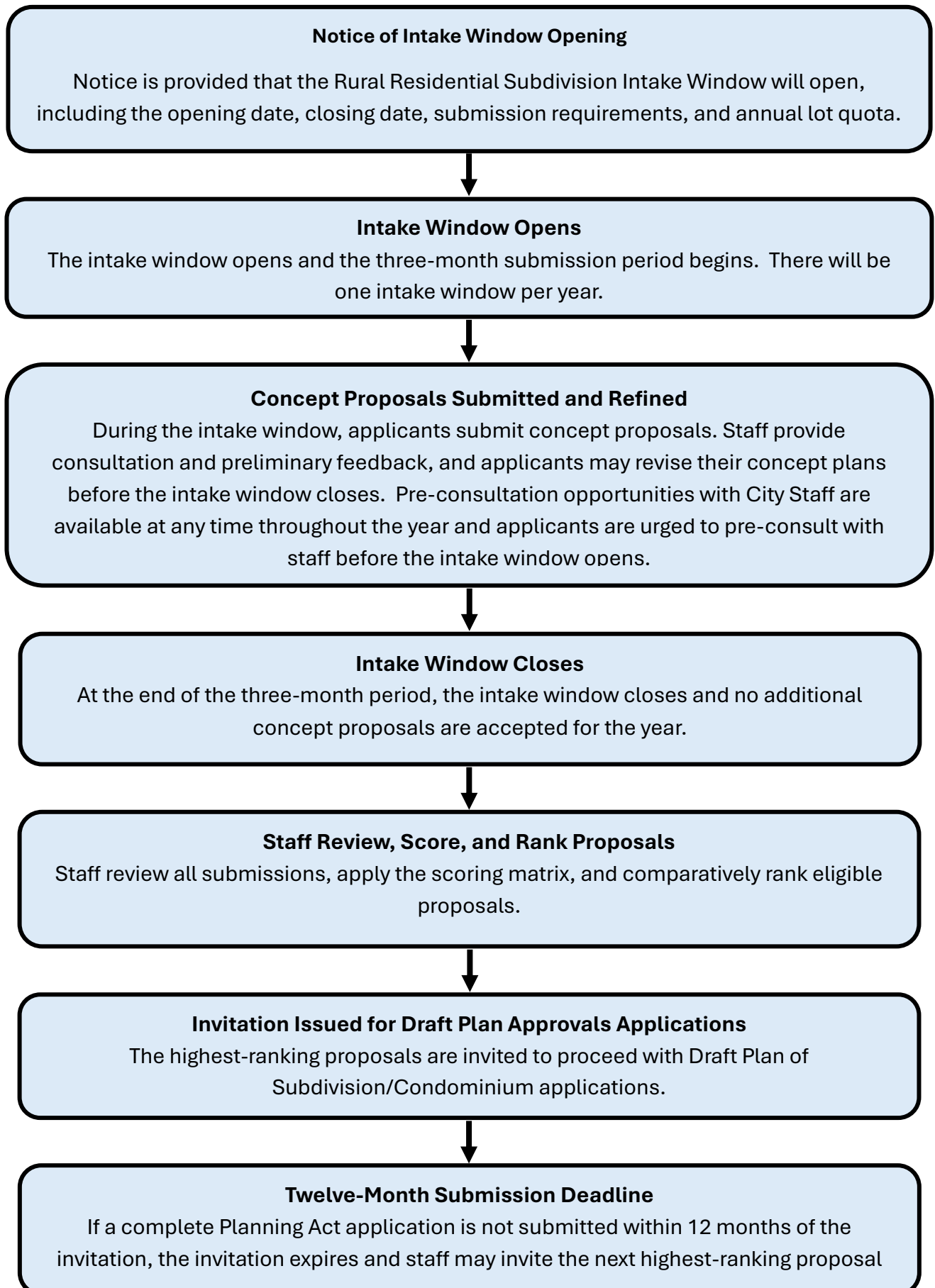
A Rural Estate Residential Subdivision Intake Window Guideline will be prepared and maintained by the City to provide additional direction respecting the administration of the Intake Window process, including but not limited to:

- a. Timing of intake windows,
- b. Submission requirements,
- c. Application content and supporting materials,
- d. Evaluation criteria,
- e. Annual rural estate residential subdivision lot quota calculations, and
- f. Expiry timeframes for Intake Window approvals.

INTERPRETATION

The policies of the Official Plan, as amended from time to time, shall apply to this Amendment. The Director of Planning may maintain and update administrative procedures, submission requirements, and evaluation methodology associated with the Rural Estate Residential Subdivision Intake Window Guideline without amendment to this Plan, provided that such updates remain consistent with the policy framework of this Amendment.

Rural Subdivision Approvals Process



From: Martin Poirier [REDACTED]
Sent: Saturday, March 21, 2026 10:09 PM
To: Jonathan Kircal <j.kircal@cityssm.on.ca>
Subject: comment on rural estate subdivision framework

Hi,

Thank you for giving residents the opportunity to comment.

I do not support A-2-26-OP. Allowing rural residential subdivisions on wells and septic systems again is, in my opinion, a mistake for the long-term future of the City.

First, this type of development is extremely expensive to service. Long roads, snow removal, emergency services, school transportation, all of it costs a lot, and the tax revenue from large rural lots does not come close to covering those costs. We would be committing ourselves to a financially inefficient pattern for decades.

Second, once these lots are created, they cannot be densified. Wells and septic systems make future intensification almost impossible. If the City ever wants to grow in a smart and efficient way, it needs land that can support proper infrastructure. Rural estate lots remove that option permanently.

Third, these subdivisions destroy agricultural potential. Fragmentation is the real threat. A few houses scattered in the countryside can make far more land unusable than what is actually severed. Setback distances, pesticide restrictions, noise, dust, smells, agriculture and rural residential simply do not mix well.

And what do we gain from this? Rural estate subdivisions usually turn into monocultures of fertilized lawns that damage soil, contaminate water tables, and destroy biodiversity. They are expensive for the City, bad for agriculture, and offer very little benefit in return.

If the City truly wants to protect agriculture and plan responsibly, the best approach is to avoid this type of development altogether. Keep the existing ban.

Merci,

Martin Poirier

365 Maki road, Sault-Sainte-Marie

NOTICE OF APPLICATION AND PUBLIC MEETING

Date: April 13, 2026

Civic Centre, Council Chambers

Time: 5:00 p.m.

99 Foster Drive

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, April 13, 2026 at 5:00 p.m. to consider two Official Plan Amendments (under section 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, 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 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.

ADDRESS: AREA-WIDE

Application: A-2-26 / OPA 259 (Rural Estate Subdivision Framework)

Applicant: The Corporation of the City of Sault Ste. Marie

Purpose

The purpose of Official Plan Amendment No. 259 is to introduce a new policy framework to allow Rural Estate Residential Subdivisions in a controlled and limited manner within the Rural Area Land Use designation. The amendment would replace the current prohibition-based approach with a structured Rural Subdivision Intake Window process, through which proposals would be reviewed together using consistent evaluation criteria. The framework is intended to ensure that rural estate subdivision development is considered in a transparent, merit-based manner that takes into account growth management, servicing feasibility, environmental constraints, land use compatibility, and the protection of rural land resources.

Proposed Change

The proposed amendment would modify the Rural Residential Growth, and Rural Area policies of the Official Plan to establish a new Rural Estate Residential Subdivision framework. Under the proposed policies, rural estate residential subdivisions served by private well and septic would only be permitted where they have first been considered through a Rural Subdivision Intake Window and determined to satisfy the City's evaluation criteria. The amendment would also establish an annual lot quota, limit the share of the quota that may be taken up by any one application, and provide for the preparation of an Intake Window Guideline to address matters such as submission requirements, evaluation criteria, timing, and approval expiry. The full Official Plan Amendment No. 259 may be viewed on the City webpage: saultstemarie.ca/OP_Amendment or by contacting the Planner on file.

ADDRESS: AREA-WIDE

Application: A-3-26 / OPA 260 (Urban Settlement Area Boundary Changes)

Applicant: The Corporation of the City of Sault Ste. Marie

Purpose

The purpose of Official Plan Amendment No. 260 is to revise the Urban Settlement Area boundary in eight locations to better reflect existing development patterns and to identify lands that may be appropriate for urban development over the long term.

In some cases, the proposed changes recognize lands that are already partially developed, serviced, or function as logical extensions of the existing urban area. In other cases, the changes are intended to ensure that the City has a modest supply of additional land available to accommodate future housing, employment, and other urban development needs in locations that can be efficiently integrated with the existing settlement area.

In total, the amendment would add approximately 279 hectares (691 acres) of land to the Urban Settlement Area.

Proposed Change

The proposed amendment would revise Schedule C (Land Use) of the Official Plan by changing the Urban Settlement Area boundary in eight locations. These changes are proposed to recognize logical boundary adjustments, reflect existing development conditions, improve long-term land use continuity, and identify lands with potential for future urban development.

Inclusion within the Urban Settlement Area does not by itself approve development or extend municipal services, but it does identify the land as being within the area where urban uses may be considered through future planning and infrastructure processes.

The full text of Official Plan Amendment No. 260 and its associated map changes may be viewed on the City webpage: saultstemarie.ca/OP_Amendment or by contacting the Planner on file.

HAVE YOUR SAY

Input on the proposed Official Plan amendments is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on **Thursday, April 9, 2026** and in person on **Friday, April 10, 2026**, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Jonathan Kircal, Planning Division, at 705.759.6227 or j.kircal@cityssm.on.ca please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Monday, April 13, 2026**.

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

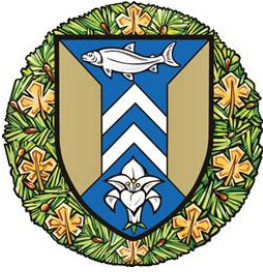
LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

Pursuant to Section 17 and 22 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 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.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 13, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jonathan Kircal, Intermediate Planner
DEPARTMENT: Community Development and Enterprise Services
RE: A-03-26-OP (OPA 260): Urban Settlement Area Boundary Change

PURPOSE

The purpose of this report is to obtain Council approval for Official Plan Amendment No. 260 which proposes revisions to the Urban Settlement Area boundary in eight locations to better reflect existing development patterns, recognize logical settlement area expansions, and identify lands for future urban development. The amendment would add approximately 279 hectares (691 acres) to the Urban Settlement Area.

PROPOSED CHANGE

The proposed amendment would revise Schedule C (Land Use) of the Official Plan by changing the Urban Settlement Area boundary in eight locations. These changes are proposed to recognize logical boundary adjustments, reflect existing development conditions, improve long-term land use continuity, and identify lands with potential for future urban development.

Inclusion within the Urban Settlement Area does not by itself approve development or extend municipal services, but it does identify the land as being within the area where urban uses may be considered through future planning and infrastructure processes.

The full text of Official Plan Amendment No. 260 and its associated map changes is attached as Appendix A to this report.

Subject Property:

This application proposes area-based amendments in eight locations that are identified in the attached Appendix A.

BACKGROUND

The City has been undertaking growth management work to ensure that its Official Plan continues to respond to changing population trends, land supply needs, and long-term planning considerations.

At its October 14, 2025 meeting, under Agenda Item 7.15, Council received an update from staff on ongoing policy work, including a review of the Urban Settlement Area boundary.

An open house was held in January 2026 to present these policy areas to the public, followed by a second open house in April 2026 focused specifically on the proposed Urban Settlement Area boundary changes. While some of the broader policy matters remain under review, staff are now proceeding with the proposed Urban Settlement Area amendments.

ANALYSIS

Context

Sault Ste. Marie has experienced a notable shift in recent years from long-term population decline to renewed growth. The City's population declined from approximately 77,000 in the early 2000s to 74,311 in 2018, before increasing to 81,182 in 2025. While this recent growth is real, it has been driven largely by migration rather than natural increase, meaning that long-term population outcomes will depend heavily on the City's ability to retain and attract residents. The recent increase in young adult residents (ages 20 to 34) and working-age residents (ages 20 to 64), together with continued population aging, is also creating demand for a broader range of housing options.

Recent population growth, together with changing housing, commercial and employment needs, and continued demographic aging, supports the need for the City to regularly review whether its long-term urban boundary remains appropriate. Several of the proposed amendments are technical or structural in nature, including adjustments that better align the boundary with roads, watercourses, utility corridors, existing lot fabric, and areas already urban in character or function.

Relationship Between the Urban Settlement Area and the Service Line

It is important to distinguish the Urban Settlement Area boundary from the Service Line. The Urban Settlement Area identifies the area where urban development is intended to occur over time, while the Service Line generally reflects the area where municipal water and sewer services are currently available and is used primarily for taxation purposes. Properties within the Service Line are generally subject to an urban tax rate, while properties outside it are generally subject to a lower rural tax rate.

As a result, the two boundaries do not always align. In some cases, the Service Line extends beyond the Urban Settlement Area due to historic service extensions. In other cases, the Urban Settlement Area extends beyond the Service Line because lands are intended for long-term urban development but have not yet been serviced or developed.

Therefore, inclusion of lands within the Urban Settlement Area does not, in itself, place them within the Service Line or urban tax base. Any future amendment to the Service Line would need to be considered separately.

Service Line amendments are more appropriately considered when municipal servicing plans are already established or when development pressures have advanced to a point where such a change is justified.

Planning Rationale for the Proposed Expansion

The proposed expansion areas were identified by Planning staff through a review of the existing Urban Settlement Area boundary. In doing so, staff considered factors such as adjacency to the existing boundary, the use of recognizable physical features, existing development patterns, long-term planning flexibility, and future servicing potential. While the City's population remains below historic peak levels, recent estimates indicate renewed growth. However, population growth is not the only reason for the proposed Urban Settlement Area boundary changes.

In many cases, the proposed changes improve the location of the urban edge by following more logical and discernable features such as roads, utility corridors, and flood channels. Examples include the areas at Second Line and the Bennett West Davignon Channel, the east side of Old Goulais Bay Road, and Old Garden River Road.

In other cases, the proposed changes better reflect existing development patterns in areas that are already urban in nature or function, such as Peoples Road and Tallack Boulevard. In certain locations, they also help preserve future planning options in strategic areas by helping ensure that development near major transportation corridors or activity areas occurs in an urban form, rather than being precluded by rural development patterns. Examples include the areas at Trunk Road and Fournier Road, and Great Northern Road and Third Line.

Not all of the expansions are intended to create new greenfield development opportunities. Great Northern Road and Fourth Line, and the Rossmore area expansions, reflect a mix of considerations and also present some of the more significant longer-term greenfield development potential due to their larger lot fabric. On this basis, the proposed total expansions include approximately 126 gross hectares of land with longer-term development potential. At a high level, this could conceptually represent development potential of approximately 3,000 dwelling units in a townhouse-oriented configuration, or approximately 1,100 dwelling units in a more compact single-detached neighbourhood form.

Servicing and Implementation

Servicing feasibility has been screened at a high level in consultation with the Public Utilities Commission and City Engineering. Detailed confirmation of servicing feasibility and any required upgrades would be addressed through future

planning and development applications, with associated costs generally borne by the applicant.

This amendment represents a long-term planning direction. Full implementation of urban services within these areas will depend on future development proposals or in other cases, the city may proactively expand the Service Line. However proactive Service Line expansion is not part of this exercise. In practice, major development proposals would be expected to proceed as urban development and connect to municipal water and sanitary sewer services. In some instances, smaller-scale or incremental forms of development may continue to rely on private servicing where appropriate and where municipal servicing is not feasible, subject to case-by-case review.

Eight Urban Settlement Area boundary amendments are proposed, as shown on the amended Schedule C - Land Use. In total, the amendment adds approximately 279 hectares (691 acres) to the Urban Settlement Area.

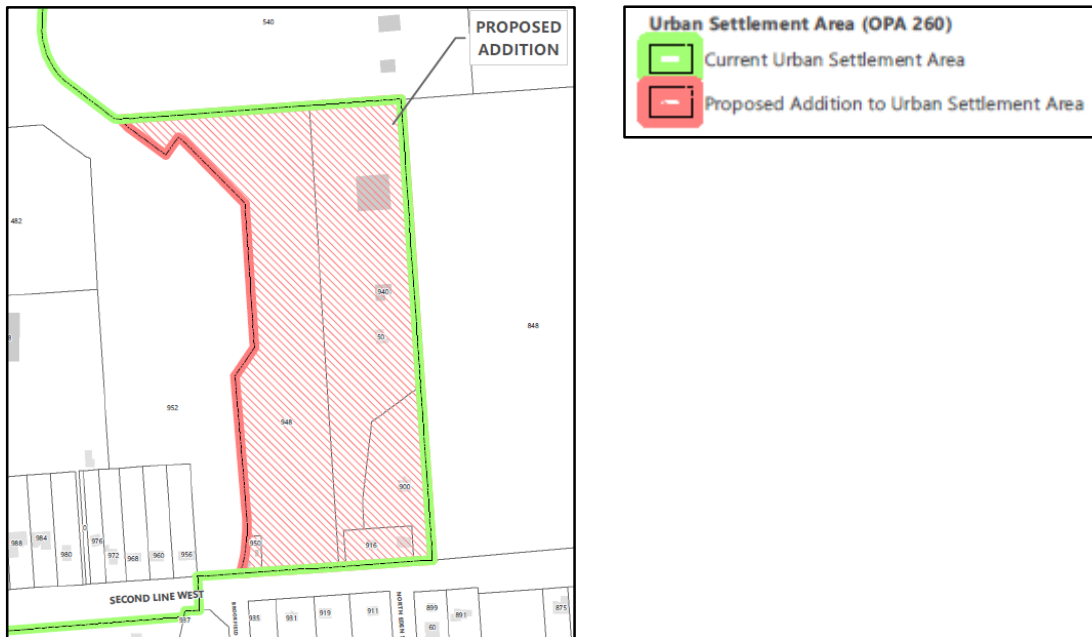
A map of these areas is attached to this report as Appendix A.

From east to west:

Adjustment 1: Second Line West and Bennett-West Davignon Channel (+ 6 hectares)

This adjustment is primarily technical in nature. The current Urban Settlement Area boundary follows the common lot line between 848 and 940 Second Line West, both of which are owned and occupied by a large contractor's yard. The proposed boundary change would align the boundary with the Bennett-West Davignon Flood Control Channel, which provides a clearer edge for urban development than the existing lot line.

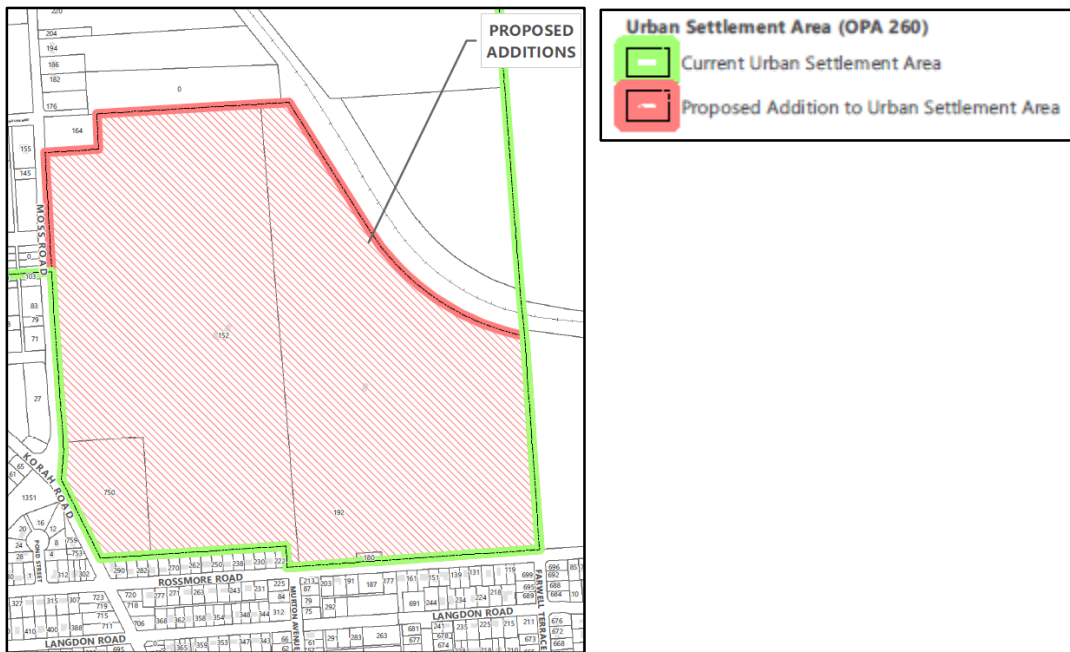
It is noted that any future urban, serviced development would likely need to obtain water service from either the A-Patch area to the east or the existing subdivision to the south, as the watermain beneath Second Line West cannot be readily connected to.



Adjustment 2: Garson's Farm and Rossmore Road (+ 51 hectares)

This amendment proposes to add the former Garson's Farm property to the Urban Settlement Area. The lands are already largely surrounded by urban uses, with existing residential development to the south and west, the Elliott Sports Complex to the east, and the Peoples Road industrial area to the northeast. A rail line forms a north lot line of the property.

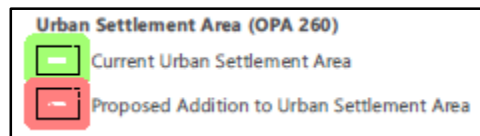
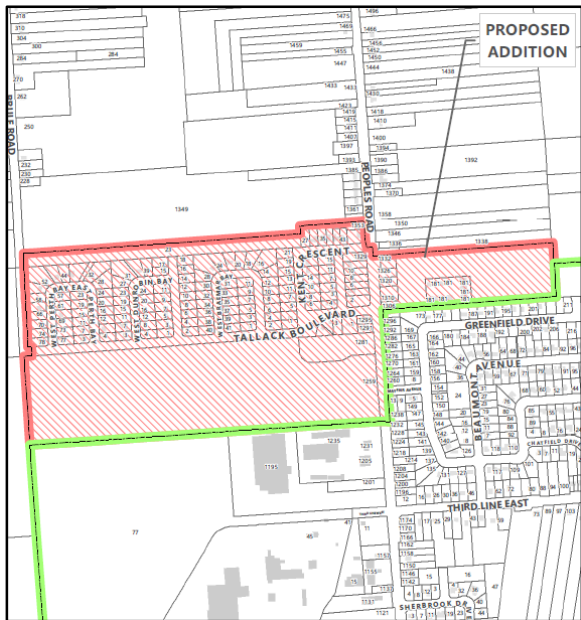
Given this context, the area represents a logical location for long-term urban growth. It is in close proximity to the Second Line West commercial corridor, the Peoples Road industrial area, and the Elliott Sports Complex. The lands are currently used for small-scale agricultural purposes, which may continue unless and until future development proposals come forward through the appropriate Planning Act approval processes.



Adjustment 3: Peoples Road and Tallack Boulevard (+39 hectares)

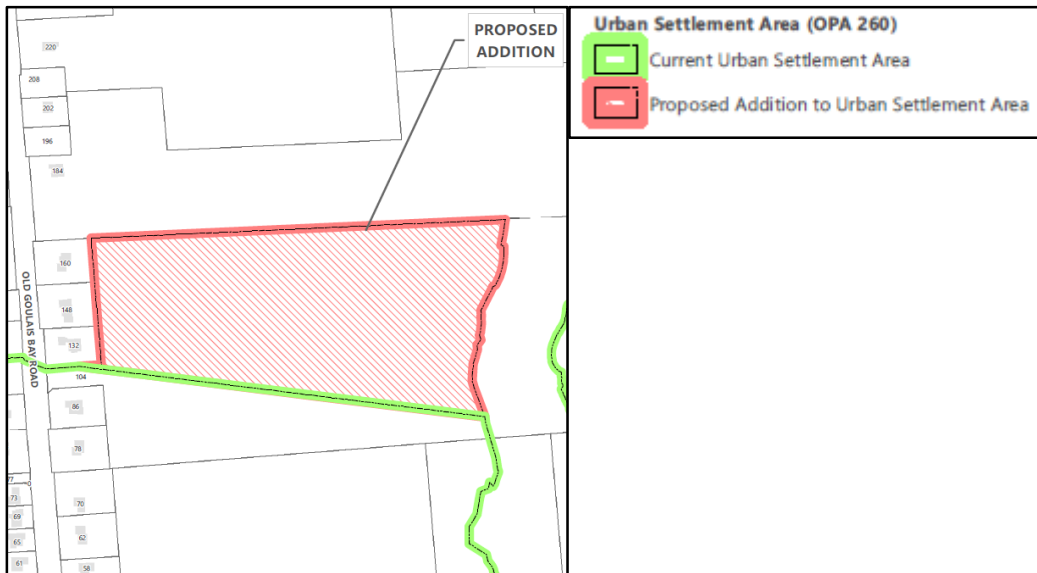
Approximately half of this area has already developed as an urban residential neighbourhood, including lands zoned R2 and R3.

The vacant lands may ultimately develop for residential or industrial purposes. In either case, appropriate buffering and other land use compatibility measures would be required to address the interface between residential and industrial uses.



Adjustment 4: Third Line East and Old Goulais Bay Road (+7 hectares)

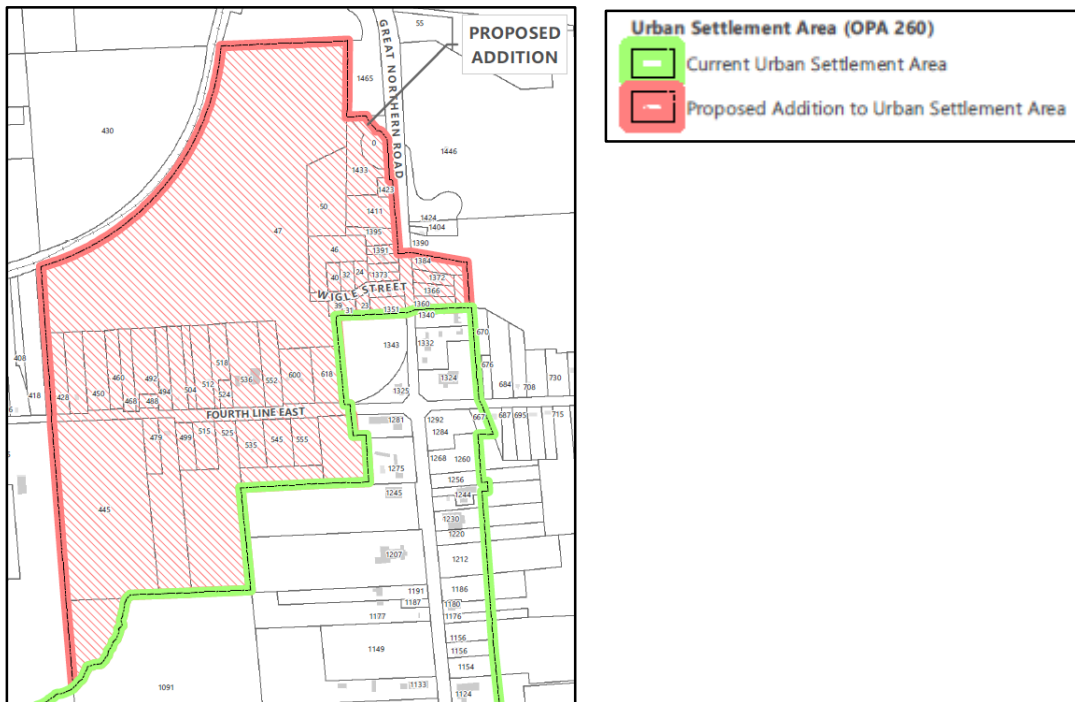
The current Urban Settlement Area boundary bisects a property. The boundary follows the west side of a significant ravine and then runs diagonally to include only a very small portion of 104 Old Goulais Bay Road. This portion is too small to support development at an efficient or meaningful scale. It is therefore proposed to expand the Urban Settlement Area slightly northward to include the entirety of 104 Old Goulais Bay Road rather than only a small fragment. The utility corridor on the adjacent property to the north serves as a clear boundary for urban development.



Adjustment 5: Fourth Line and Great Northern Road Area (+ 68 hectares)

This amendment proposes to add the former Maplewood Golf Course lands to the Urban Settlement Area. The proposed boundary adjustment recognizes that urban development has expanded northward along Great Northern Road over the past decades and that these lands are contiguous with the existing urban area, making them a logical location for long-term urban growth.

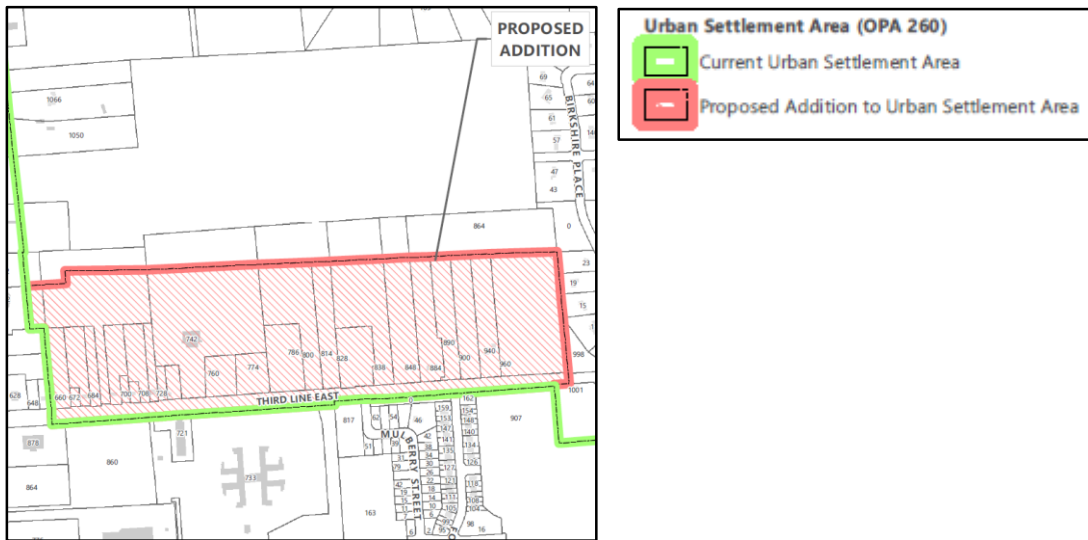
The adjustment also establishes a clear northern limit to urban expansion in this area, terminating at identifiable physical features including the Root River channel and associated steep slopes, the Canadian National Railway, and Great Northern Road (Highway 17), which together create a strong physical edge and servicing constraint.



Adjustment 6: Third Line, just east of Great Northern Road (+34 hectares)

This amendment proposes to expand the Urban Settlement Area to include lands located along Third Line East, between Great Northern Road and Berkshire Place.

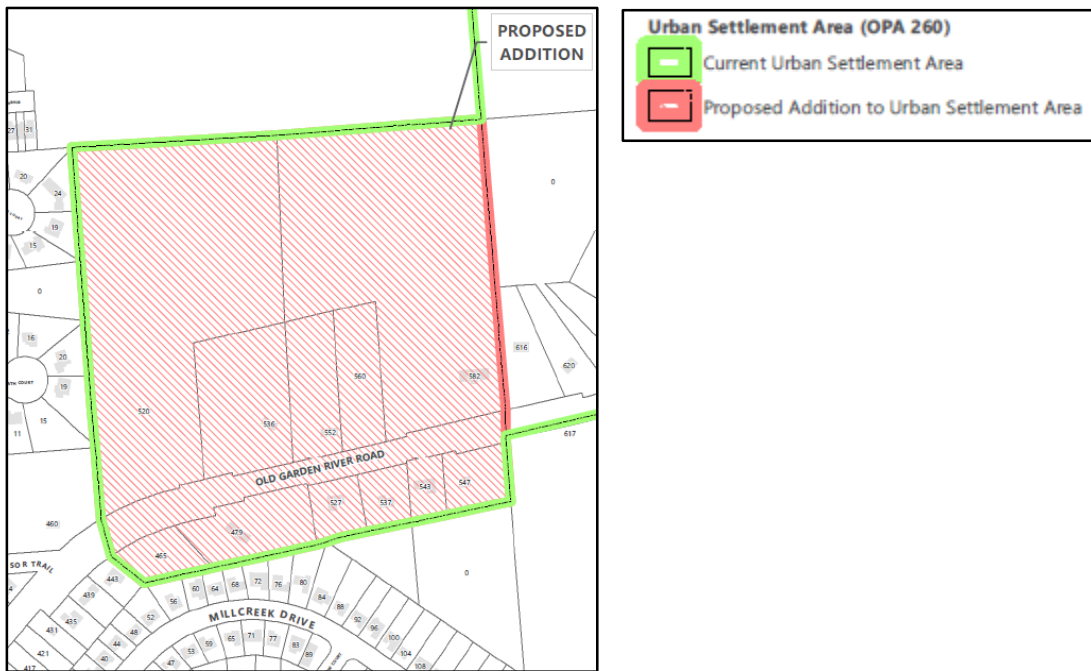
The area is adjacent to a major transportation and commercial corridor and institutional cluster that includes the Sault Area Hospital and nursing/retirement centres. Inclusion within the Urban Settlement Area would provide greater opportunity over time for uses that support or complement the nearby institutional and employment cluster and that benefit from exposure to a major transportation corridor. The proposed boundary change also reflects the broader pattern of urban growth extending northward along Great Northern Road.



Adjustment 7: Old Garden River Road Area (+ 16 hectares)

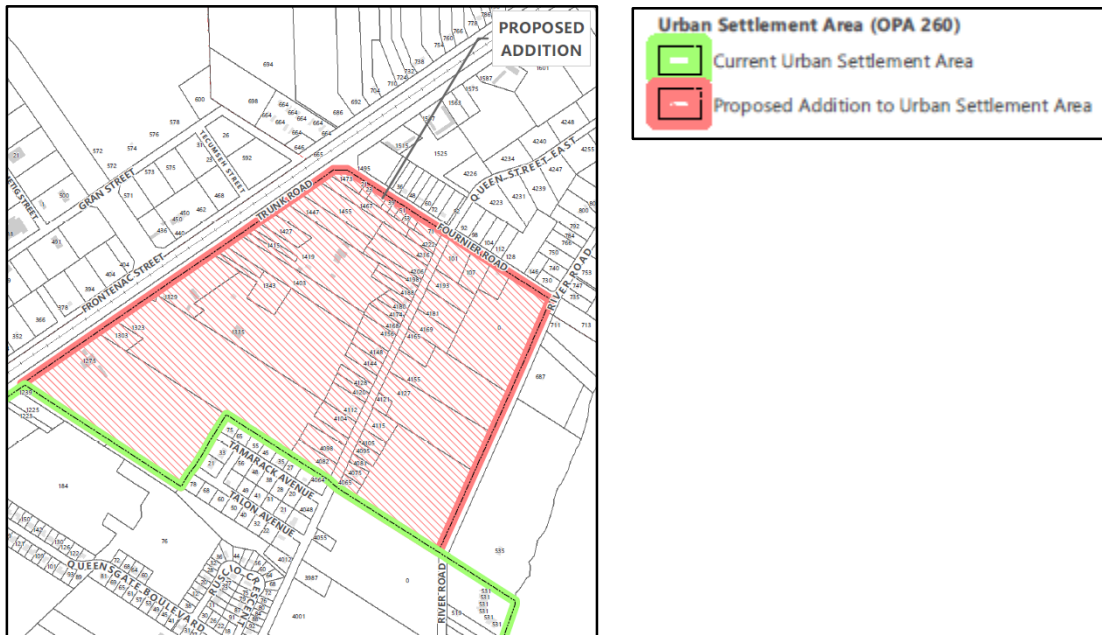
This boundary change is intended to 'straighten out' the existing Urban Settlement Area boundary by closing a small gap and creating a clearer boundary edge.

The area proposed to be included in the Urban Settlement Area is currently surrounded on three sides by the existing boundary. The lands are in close proximity to major commercial and activity hubs, including Sault Area Hospital and the Great Northern Road commercial corridor. Minimum Distance Separation and land use compatibility considerations in relation to the Strathclair Horse Farm have been reviewed and are not anticipated to preclude future urban residential development.



Adjustment 8: Queen Street East/Trunk Road West towards Fournier Road (Add 57 ha)

This area is located adjacent to a major transportation corridor (Trunk/Highway 17). Inclusion within the Urban Settlement Area would better preserve long-term opportunities for uses that support the commercial and light industrial corridor along Trunk Road.



COMMENTS

Conformity with Official Plan

The proposed Urban Settlement Area expansion supports the intent of the Official Plan’s residential, housing, and employment policies by helping maintain the City’s long-term ability to accommodate a full range of urban land uses and housing opportunities in appropriate locations.

Several of the proposed boundary changes recognize lands that are already urban in character or function, while others improve the delineation and continuity of the long-term edge of the urban boundary. Together, these changes help ensure that the Land Use Schedule better reflects existing conditions and preserves appropriate opportunities for future urban development where such development may be feasible and appropriate over time.

Conformity with Provincial Planning Statement 2024

Under Section 2.3.2 (Settlement Areas) of the Provincial Planning Statement, 2024, municipalities are to support intensification, redevelopment, and the efficient expansion of settlement areas where justified by demonstrated need, servicing feasibility, and long-term growth planning.

Unlike its policy predecessor that was replaced in 2024, the PPS now allows boundary expansions outside of lengthy Municipal Comprehensive Review processes. The intent of this change was to expedite housing development by reducing timelines and lower evaluation standards to support the Province's mandate of building at least 1.5 million homes by 2031. Albeit, not all proposed expansion areas are solely intended to accommodate housing.

The proposed Urban Settlement Area (USA) expansions meet the criteria under Provincial Planning Statement (PPS) 2024, Section 2.3.2, which guides when and how settlement areas may be expanded, more specifically:

- a) The proposed Urban Settlement Area amendments are justified by the City's broader growth management and land use planning review. The amendments are not based solely on a need for new greenfield residential lands. Several of the proposed changes recognize lands that are already developed or already urban in function, while others establish clearer and more defensible long-term boundary edges using roads, watercourses, utility corridors, and other physical features. In addition, certain areas preserve longer-term opportunities for urban residential, employment, commercial, or mixed-use development in locations contiguous to the existing urban area and potentially serviceable over time. Taken together, these factors demonstrate the appropriateness of the proposed boundary changes.
- b) Sufficient capacity in existing or planned infrastructure and public service facilities:
All proposed expansion areas are adjacent to existing urban areas and therefore, are also adjacent to existing or planned municipal water, sewer, transportation, and stormwater systems. Public service facilities, including schools, parks, major commercial areas, the hospital, and transit corridor infrastructure are already in proximity. Servicing extensions are feasible.
- c) Specialty crop areas:
There are no specialty crop areas in Sault Ste. Marie, and therefore, none of the lands proposed for inclusion in the USA are identified as specialty crop areas.
- d) Avoidance of prime agricultural areas
The proposed expansions do not occur within prime agricultural areas. While some lands proposed for inclusion in the Urban Settlement Area are currently used for agricultural or rural purposes, such as portions of Garson's Farm, they are located within areas influenced by existing or emerging urban development and do not form part of a larger prime agricultural area.

This conclusion is supported by the City's recent staff-conducted LEAR (Land Evaluation and Area Review) study, which determined that, based on soil capability, climate conditions, and the degree of lot fragmentation, no prime agricultural areas exist within the city. The study also confirmed that the lands proposed for inclusion in the Urban Settlement Area do not form part of a significant agricultural system.

- e) Minimum Distance Separation (MDS)
Staff reviewed potential MDS implications, including proximity to the Strathclair Horse Farm. No MDS conflicts were identified that would prevent future urban residential development, or that could place undue burden on existing agricultural functions.
- f) Agricultural system impacts
Because the areas are not part of an '*agricultural system*', and do not fragment or remove prime agricultural land, impacts are minimal to non-existent.
- g) Phased, orderly progression of development
The boundary adjustments create logical, contiguous extensions of the existing urban structure and reinforce compact, efficient, and service-oriented growth patterns. Much of the expansions "square off" irregular edges, avoid leapfrogging, and align with physical constraints such as the Root River valley and railway corridor. This represents orderly, phased progression.

Therefore, the Urban Settlement Area expansion conforms to the PPS.

Conformity with Growth Plan for Northern Ontario 2011

The proposed Urban Settlement Area boundary expansions are consistent with the Growth Plan for Northern Ontario's direction (GPNO) to focus population and growth within strategically located, serviced urban centres. The Growth Plan encourages communities to build compact, efficient settlement patterns, optimize infrastructure investment, and support housing choice in areas with access to employment, institutions, and public service facilities.

Therefore, this application conforms to the GPNO.

CONSULTATION

The Urban Settlement Area expansions were initially part of a broader rural growth management policy review, which also included proposed policy directions on Locally Significant Agricultural Areas (LSAA), Secondary Mineral Aggregate Resource Areas (SMAR), and permitting rural estate residential subdivisions on a limited basis.

An initial open house was held in January 2026. Notice was provided by direct mail to all property owners (1,170) within the LSAA, SMAR, and USA study areas. Notice of the open house was also provided through social media, newspaper advertising, and email circulation to some industry representatives.

A second open house was held on April 1, 2026. The format was a drop-in session, followed by a formal presentation and question and answer period. This second open house was focused specifically on the Urban Settlement Area expansions. It also included one additional proposed expansion area, being the Trunk Road / Queen Street extension area. Notice for this second open house was again provided through direct mail to affected property owners (293). Approximately 40 people attended.

The direct mail notices for both open houses included a link to the project webpage, shapethesault.ca/OpenHouse, which provided open house and Council meeting dates, information on how to join the email notification list for project updates, and staff contact information.

Public notice of Council meeting was posted on the city website, and placed as an advertisement in the Sault Star on March 21, 2026.

Comments Specific to Adjustment 8: Queen Street East/Trunk Road West towards Fournier

With respect to the proposed Urban Settlement Area expansions, Planning staff received comments from property owners in the Trunk Road / Queen Street area, primarily regarding the timing of potential municipal water service extensions, particularly along Queen Street.

Property owners expressed concerns with existing private wells and interest in future connection to municipal water services. Staff advised that any extension of municipal water or sewer infrastructure would likely be incremental and largely dependent on private development occurring in a manner that supports the cost of extending services. Therefore, inclusion within the Urban Settlement Area does not itself guarantee immediate access to municipal services, and the feasibility and cost of connection would generally become more significant with distance from existing infrastructure.

Comments Specific to Adjustment 5: Fourth Line and Great Northern Road Area

Comments received regarding this adjustment were primarily related to the future development potential of the former Maplewood Golf Course lands. Concerns raised by nearby property owners generally related to whether the proposed boundary change was being advanced in response to landowner interest, the potential for future drainage, source water, or private well impacts, the cost of any new or upgraded infrastructure required to support development, and the possibility of future property tax implications.

Staff further advised that the Urban Settlement Area amendment is a long-range land use planning exercise and does not involve detailed engineering or technical review of a specific development proposal. At this stage, staff consider matters such as land use context, continuity with other urban areas, preliminary servicing potential, and major environmental or topographical features at a high level. Detailed matters such as drainage, groundwater impacts, servicing design, and other off-site effects would be addressed only if and when a future Planning Act application is submitted. An application would therefore be required to submit the necessary technical studies and demonstrate that the proposed development would not result in off-site impacts.

With respect to infrastructure, staff advised that infrastructure to support development are generally the responsibility of the developer and would typically be secured through a development agreement, subdivision agreement, financial guarantee, or similar mechanism. This may include on-site infrastructure and, where required, mitigation of downstream impacts caused by the development. Such matters would be determined through the review of an actual development proposal rather than through the Urban Settlement Area amendment itself.

With respect to taxation, staff advised that inclusion within the Urban Settlement Area does not itself place lands within the Service Line/urban tax base trigger. Any future amendment to the Service Line would need to be considered separately, having regard to servicing availability, development activity, connectivity, phasing, and taxation implications. While future installation of municipal services along a road frontage may provide a basis to consider a corresponding Urban Service Line amendment, such changes would occur separately and incrementally rather than automatically through this amendment.

Overall, the principal concern raised by area residents was that the proposed boundary change would open the door to future development. Staff note that this is, in part, the intent of the amendment, as the proposed expansion areas have been identified as appropriate for potential future urban development from a long-term planning perspective. However, no specific development is being approved through this amendment. Any future proposal would still be subject to the full range of Planning Act approvals and would need to demonstrate good land use planning, servicing feasibility, and the absence of unacceptable off-site impacts.

Property Tax Classification Questions

Staff advised that inclusion within the Urban Settlement Area does not itself change property tax classification. Property tax classification is tied to the Service Line, which is a separate boundary used primarily for taxation purposes and generally reflects where municipal water and sewer services are available.

Where municipal services are extended along a road frontage, that may provide a basis to consider a corresponding amendment to the Service Line for affected

properties. However, any such change would be considered separately, having regard to servicing availability, connectivity, phasing, and technical considerations. Amendments to the Service Line would be expected to occur incrementally and in response to actual servicing and development conditions rather than automatically through this amendment.

Purpose and Broader Benefit

One individual at the open house broadly questioned the purpose of the proposed Urban Settlement Area expansions, noting that many landowners may not see a direct benefit. Land use planning decisions are based on broader public-interest, growth management, and land use considerations, rather than on whether every property owner receives an immediate or direct benefit. At the same time, potential land use impacts must be identified and assessed to ensure that future development proceeds in an appropriate manner and does not result in unacceptable impacts on surrounding properties or quality of life.

The purpose of the Urban Settlement Area review and proposed expansions is to improve boundary edges where they are currently irregular, recognize areas that already exhibit urban development patterns and functions, and identify lands that may be appropriate for future urban development over the long term. In some cases, the proposed boundary adjustments also recognize that certain lands, due to their proximity to major transportation corridors, employment areas, and other strategic activity nodes, are more appropriately planned for future urban forms of development rather than lower-intensity rural uses.

Questions on Connection to Municipal Services and Existing Property Use

Existing homes and businesses may continue to rely on private well and septic systems as established uses. However, if a proposed change in use or redevelopment requires a Planning Act application, such as a rezoning, the City may require connection to municipal water and sewer services where appropriate and feasible as part of the approval process. Similarly, any new lot creation within the Urban Settlement Area would generally be expected to be municipally serviced.

Application Circulation

As part of the application review, this proposal was circulated to City divisions and external agencies for technical review and comment. No major concerns were raised. Specific comments from PUC and Public Works include:

PUC:

PUC advised that it has no objection to the proposed amendments, but noted that servicing these areas may require future watermain extensions or other system upgrades. PUC further noted that the need for such works, and responsibility for associated costs, would be determined through the development review process.

Public Works:

Public Works supports growth, while noting that additional development may result in expanded municipal infrastructure, such as roads and sewers, which could create added long-term maintenance obligations and costs for the City.

Planning staff note that inclusion within the Urban Settlement Area does not in itself create immediate servicing or infrastructure obligations. Any future roads, watermain extensions, sewer works, or related upgrades would be evaluated through subsequent development applications, technical review, and any required agreements (e.g. site plan control or subdivisions), including determination of cost responsibility. Developers would generally be expected to fund and construct the infrastructure to support their proposals. Where such infrastructure is later assumed by the City, there may be longer-term municipal maintenance implications.

FINANCIAL IMPLICATIONS

Approval of the proposed Official Plan amendments will not result in any immediate incremental change to municipal finances.

The amendments are policy-level in nature and do not, themselves, approve the construction of new municipal infrastructure. Any future financial implications associated with roads, watermains, sewer extensions, or other services would be considered through subsequent development applications, technical review, and future capital budgeting processes. Where new municipal infrastructure is required to support development, developers would be required to fund or construct such works through the development process.

If and when infrastructure is transferred to and assumed by the City, there may be longer-term operating, maintenance, and lifecycle cost implications. At the same time, future development may contribute additional municipal assessment and other service-related revenues, which may help offset a portion of those longer-term costs.

STRATEGIC PLAN / POLICY IMPACT

The proposed Urban Settlement Area amendment supports the City's strategic and policy objectives related to orderly growth management, housing choice, and long-range infrastructure planning. The proposed Urban Settlement Area amendments are not primarily climate change measures, but they do support a more orderly and efficient urban growth pattern over the long term. This can help facilitate more coordinated servicing and transportation patterns that are generally more sustainable than dispersed development.

SUMMARY

This report recommends targeted amendments to the Urban Settlement Area boundary of the City's Official Plan. The proposed changes are intended to improve boundary edges by better aligning the Urban Settlement Area with

recognizable physical features, reflecting areas that are already urban in nature or function, and preserving longer-term planning options in strategic locations.

The amendment is not driven solely by population growth, nor is it intended to function primarily as a broad greenfield development opportunity. Instead, it represents a targeted review of the existing boundary based on current conditions and longer-term planning considerations.

The proposed amendments support the City's broader growth management objectives by establishing a long-term urban structure and preserving appropriate opportunities for housing, commercial, employment, and institutional uses in well-located areas.

Inclusion within the Urban Settlement Area does not, in itself, approve development, extend municipal services, or change property tax classification. The underlying official plan designation and zoning remain as is.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated April 13, 2026 concerning rezoning Application A-03-26-OP (OPA 260): Urban Settlement Area Boundary Change be received and that Council approve Official Plan Amendment No. 260 (A-3-26) respecting the Urban Settlement Area Boundary expansion as set out in Appendix A.

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

Respectfully submitted,

Jonathan Kircal
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**AMENDMENT NO. 260 (Urban Settlement Area)
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

The purpose of this Official Plan Amendment is to revise the boundaries of the Urban Settlement Area in eight locations to reflect appropriate long-term growth potential, servicing considerations, land capability, and development patterns.

In total, this amendment adds approximately 279 hectares (691 acres) to the Urban Settlement Area.

LOCATION

This amendment applies to the areas identified on amended Land Use - Schedule C.

BASIS

This amendment is justified based on:

- The Provincial Planning Statement (PPS) direction to plan for efficient, contiguous, and serviceable development.
- The City's background land needs work informed consideration of long-term urban land supply, housing needs, and the location of lands that may be appropriate for future urban development
- Opportunities to incorporate lands that are already partially developed, serviced, or serve as logical extensions of existing neighbourhoods.
- The desire to improve land use continuity and reduce long-term municipal servicing inefficiencies.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

Land Use Schedule C of the Official Plan for the City of Sault Ste. Marie is hereby amended as follows:

The Urban Settlement Area boundary is modified in the eight locations described below and illustrated on amended Schedule C – Land Use:

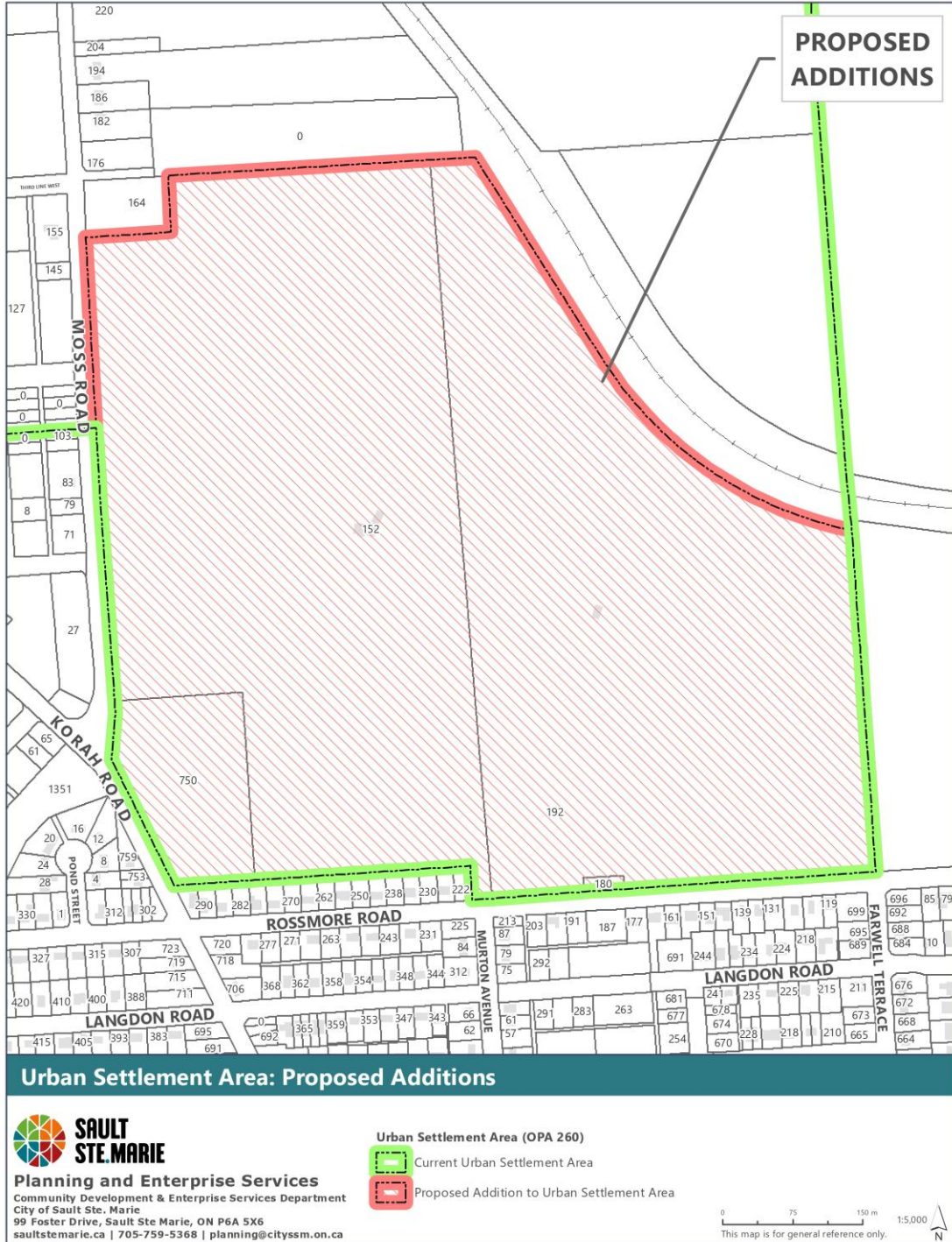
**USA Amendment 1: Second Line West and Bennett–West Davignon Channel
(Add 6 ha)**

The USA is expanded to include lands occupied by an existing contractor's yard, correcting a mapping anomaly that split the site. The boundary is adjusted eastward to follow the Bennett–West Davignon Flood Control Channel.

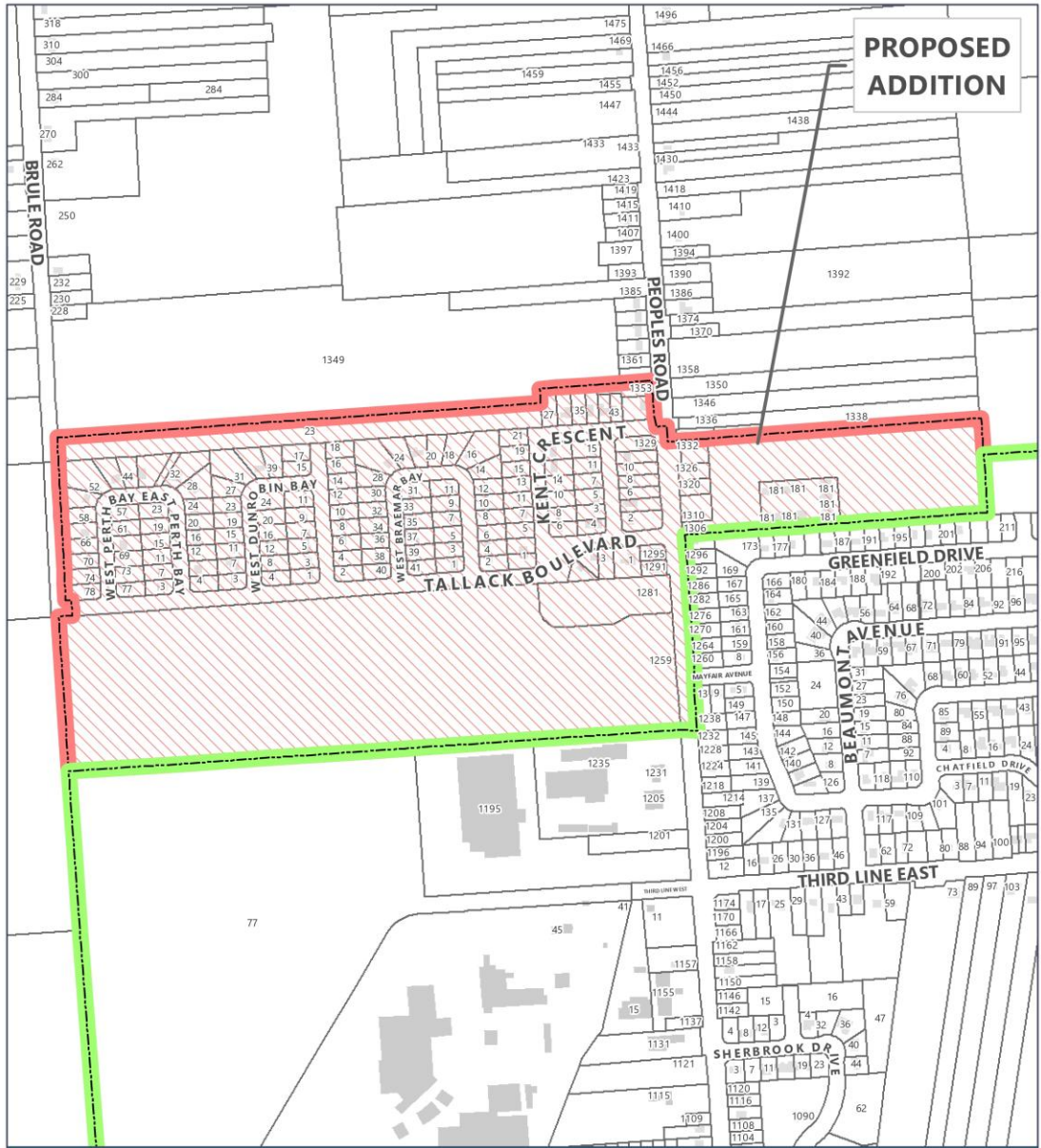


USA Amendment 2: Garson's Farm / Rossmore Road (Add 51 ha)

The USA is expanded to include lands surrounded by urban development on three sides and adjacent to the Elliott Sports Complex and Peoples Road industrial area.



USA Amendment 3: Peoples Road and Tallack Boulevard (Add 39 ha)
 The USA is expanded to include the former Canadian Martyrs School property, the existing Green Acres Subdivision (already serviced), and 1281 Peoples Road.



Urban Settlement Area: Proposed Addition

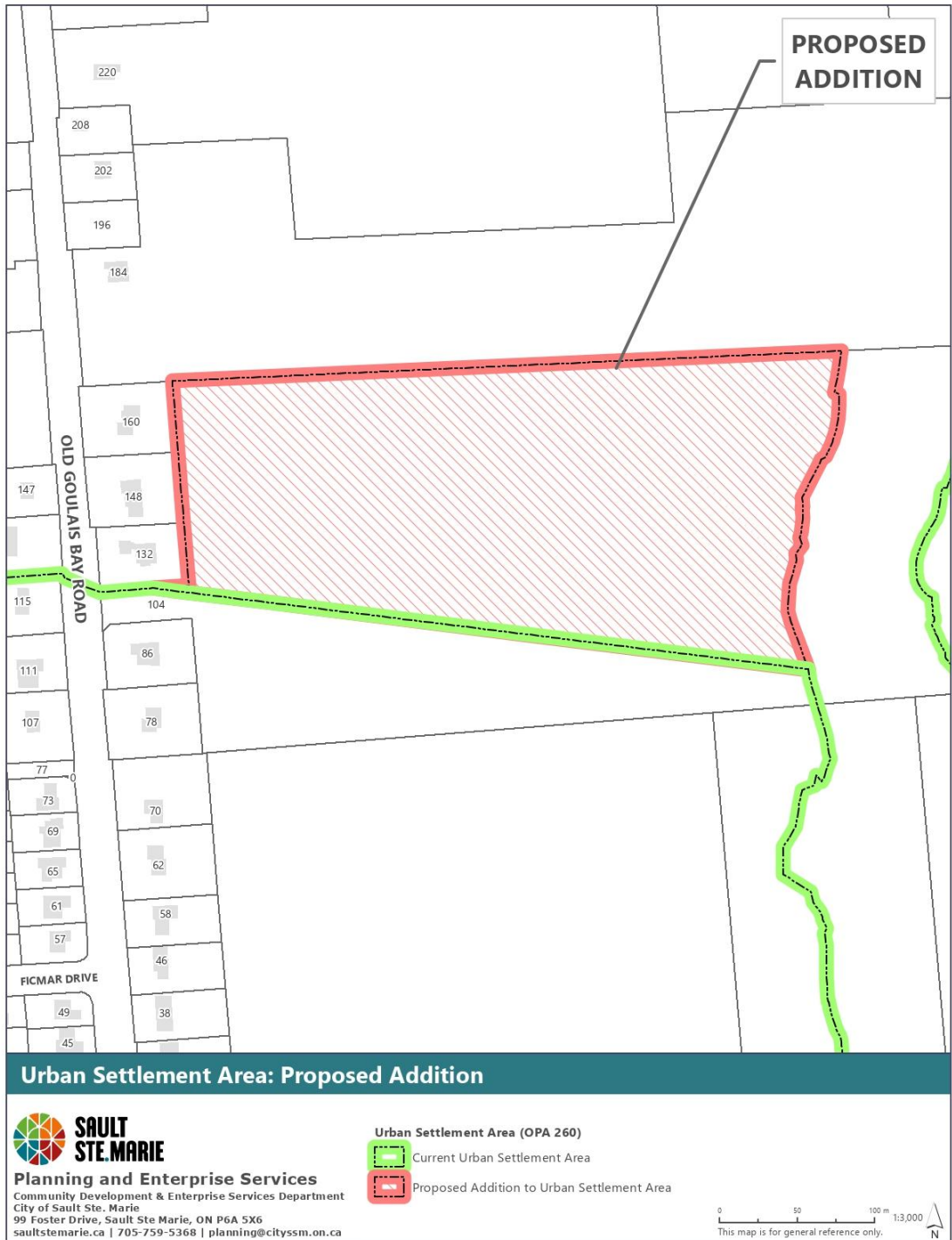


SAULT STE. MARIE
Planning and Enterprise Services
 Community Development & Enterprise Services Department
 City of Sault Ste. Marie
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- Urban Settlement Area (OPA 260)
- Current Urban Settlement Area
- Proposed Addition to Urban Settlement Area

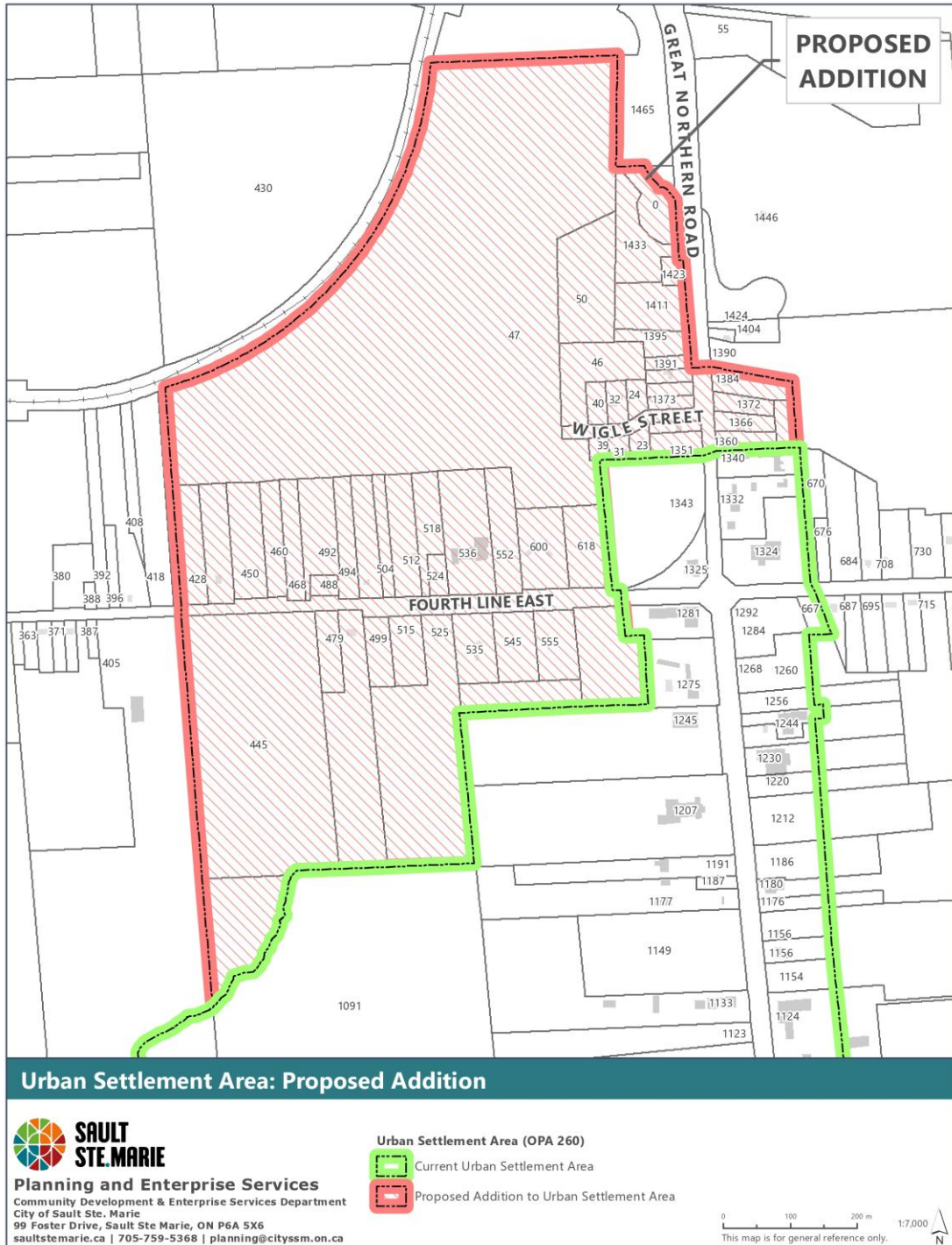


USA Amendment 4: Third Line East and Old Goulais Bay Road (Add 7 ha)
 The USA boundary is expanded to continue towards the north lot line. The utility corridor towards the north and the ravine towards the east are logical boundaries.

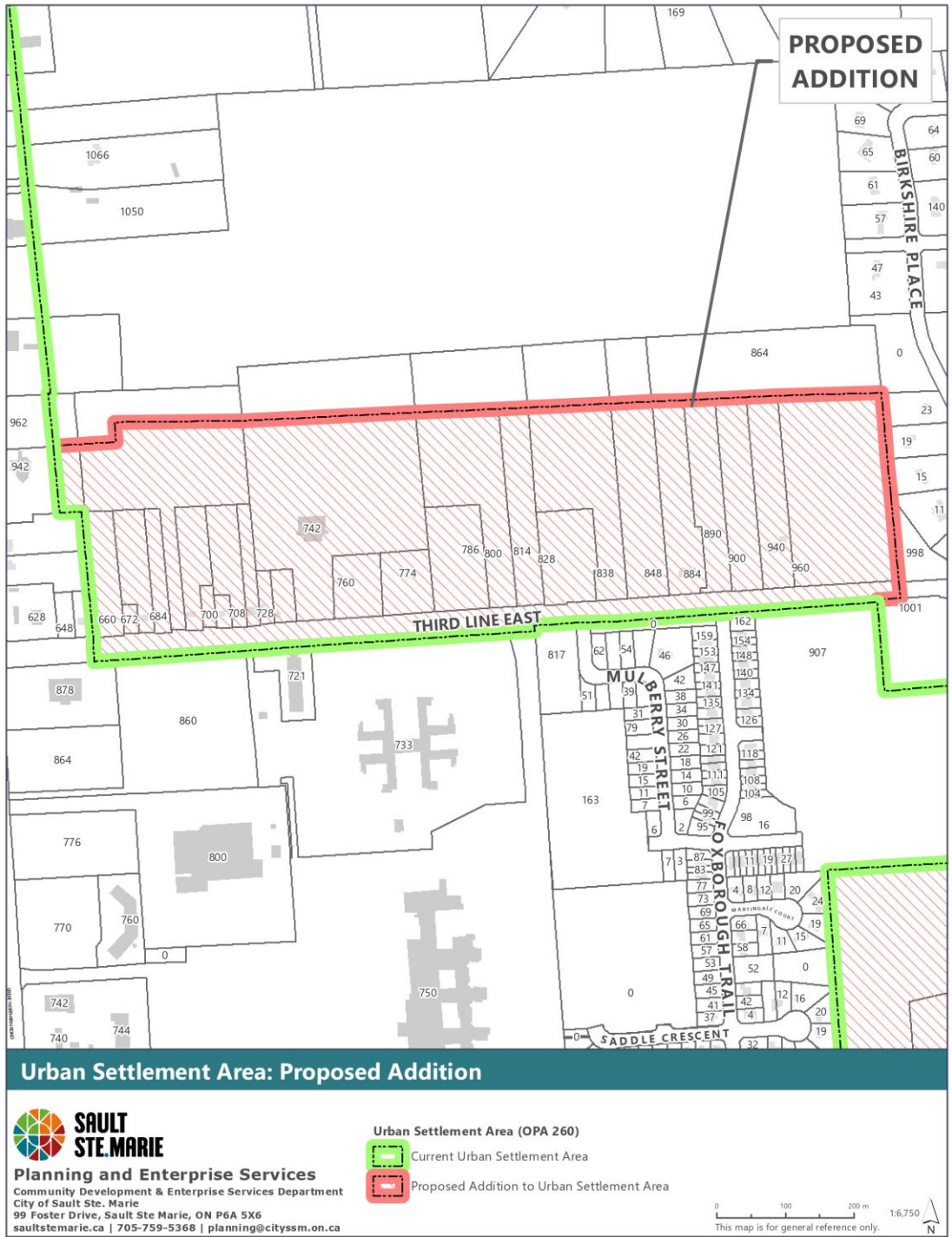


USA Amendment 5: Fourth Line and Great Northern Road Area (Add 68 hectares)

The USA is expanded to include lands generally bounded by the Root River and Canadian National Railway tracks to the north, Great Northern Road to the East, and the powerline corridor to the west.



USA Amendment 6: Third Line East of Great Northern Road (Add 34 ha)
 The USA is expanded to include lands between Great Northern Road and the hydro corridor west of Birkshire Place.



USA Amendment 7: Old Garden River Road Area (Add 16 ha)

The USA is expanded to include Rural-designated lands generally located east of Old Garden River Road and surrounded on three sides by the existing USA.



USA Amendment 8: Queen Street East and Fournier Road (Add 57 ha)

The eastern edge of the Urban Settlement Area has experienced ongoing urban development and development interest. It is proposed to extend the Urban Settlement Area boundary eastward toward Fournier Road in order to establish a logical long-term settlement boundary and identify additional lands that may be appropriate for future urban development.



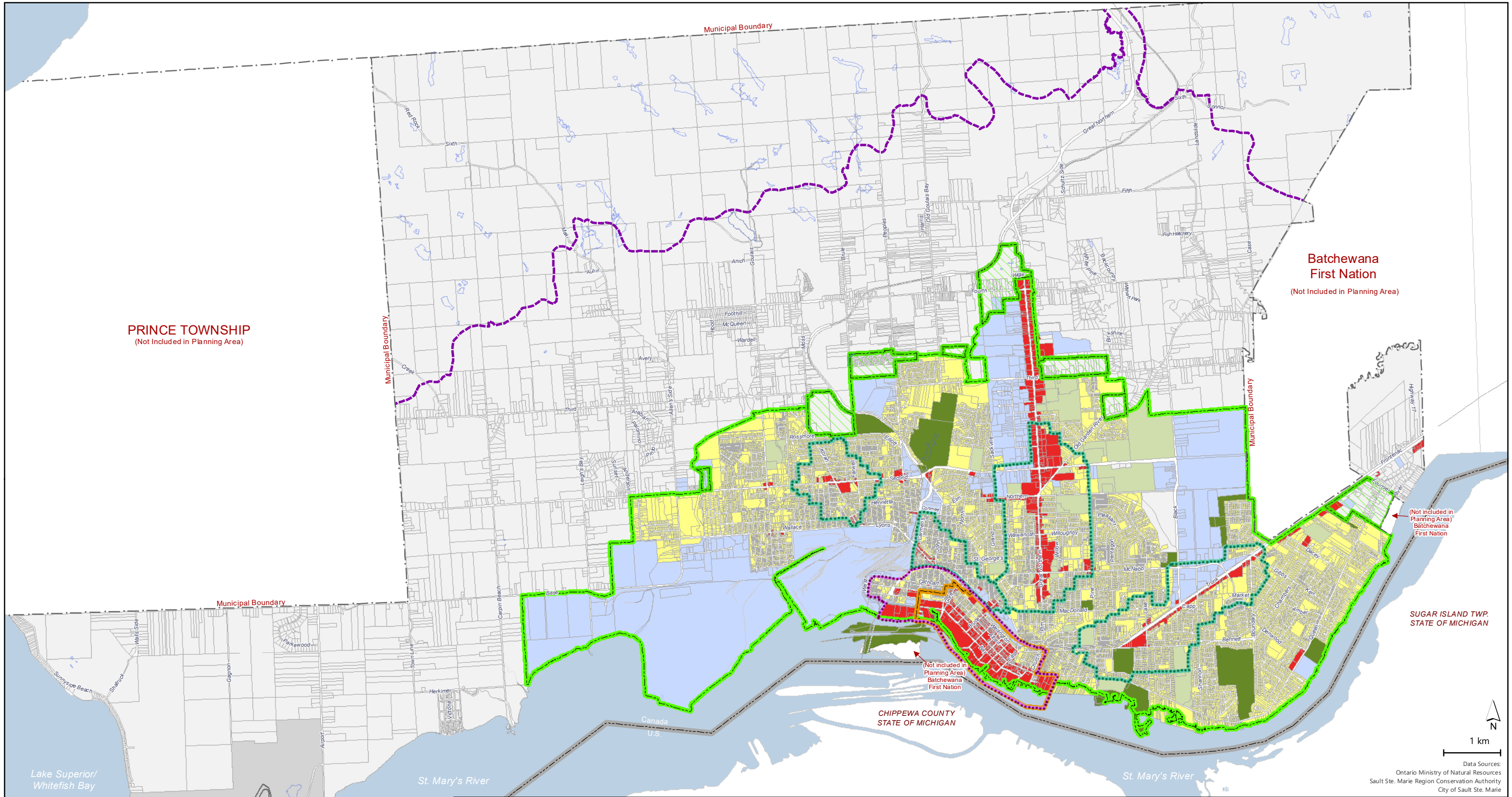
INTERPRETATION

The boundaries shown on Schedule C shall be interpreted in accordance with the Official Plan.

SCHEDULES

The following schedules form part of this Amendment:

- Schedule C (Amended) Land Use



OPA '260' City of Sault Ste. Marie: OP Schedule 'C' - Land Use



Planning & Enterprise Services
 Community Development & Enterprise Services Department
 City of Sault Ste. Marie
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Shield Line
- Current Urban Settlement Area
- Proposed Addition to Urban Settlement Area
- Downtown (OPA 121)
- Strategic Development Area - First Neighbourhoods (OPA 252)
- Strategic Development Area - Other (OPA 252)

Scale: 1 km
 Data Sources:
 Ontario Ministry of Natural Resources
 Sault Ste. Marie Region Conservation Authority
 City of Sault Ste. Marie

January 21, 2026

Peter Tonazzo
Director of Planning
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Email: s.thapa@cityssm.on.ca

Dear Peter:

Re: Area-Wide (Urban Settlement Area Expansion) – Application No. #A-3-26 OP260

With regards to the above referenced rezoning application, please refer to the below comments:

- PUC Distribution Inc. has no comments.
- The Public Utilities Commission of the City of Sault Ste. Marie has no concerns, however, additional system upgrades or watermain extensions may be required to service these proposed areas. Any costs associated with waterworks upgrades will be reviewed during the development process along with determining who is responsible for these costs.

We would also like to take the opportunity to request that the developer(s) reach out to us early in the planning stages with respect to electrical or water servicing for any development.

Yours truly,
PUC SERVICES INC.



Matthew Ritchie, P.Eng.
Senior Water Engineer

MR*km

Jonathan Kircal

To: Amanda Cipriano
Subject: RE: Request for Comment : A-3-26 OPA 260

From: Amanda Cipriano <a.cipriano@cityssm.on.ca>
Sent: Friday, December 19, 2025 4:27 PM
To: Samir Thapa <s.thapa@cityssm.on.ca>
Cc: Dan Perri <d.perri@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Jerry Tulloch <j.tulloch@cityssm.on.ca>
Subject: FW: Request for Comment : A-3-26 OPA 260

PW supports growth with the understanding that increased City infrastructure such as lane km's of roads, sewers, etc. may result in additional maintenance responsibilities and costs in the future.

NOTICE OF APPLICATION AND PUBLIC MEETING

Date: April 13, 2026

Civic Centre, Council Chambers

Time: 5:00 p.m.

99 Foster Drive

TAKE NOTICE THAT the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, April 13, 2026 at 5:00 p.m. to consider two Official Plan Amendments (under section 17 and 22 of the Planning Act, R.S.O. 1990, c. P.13, 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 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.

ADDRESS: AREA-WIDE

Application: A-2-26 / OPA 259 (Rural Estate Subdivision Framework)

Applicant: The Corporation of the City of Sault Ste. Marie

Purpose

The purpose of Official Plan Amendment No. 259 is to introduce a new policy framework to allow Rural Estate Residential Subdivisions in a controlled and limited manner within the Rural Area Land Use designation. The amendment would replace the current prohibition-based approach with a structured Rural Subdivision Intake Window process, through which proposals would be reviewed together using consistent evaluation criteria. The framework is intended to ensure that rural estate subdivision development is considered in a transparent, merit-based manner that takes into account growth management, servicing feasibility, environmental constraints, land use compatibility, and the protection of rural land resources.

Proposed Change

The proposed amendment would modify the Rural Residential Growth, and Rural Area policies of the Official Plan to establish a new Rural Estate Residential Subdivision framework. Under the proposed policies, rural estate residential subdivisions served by private well and septic would only be permitted where they have first been considered through a Rural Subdivision Intake Window and determined to satisfy the City's evaluation criteria. The amendment would also establish an annual lot quota, limit the share of the quota that may be taken up by any one application, and provide for the preparation of an Intake Window Guideline to address matters such as submission requirements, evaluation criteria, timing, and approval expiry. The full Official Plan Amendment No. 259 may be viewed on the City webpage: saultstemarie.ca/OP_Amendment or by contacting the Planner on file.

ADDRESS: AREA-WIDE

Application: A-3-26 / OPA 260 (Urban Settlement Area Boundary Changes)

Applicant: The Corporation of the City of Sault Ste. Marie

Purpose

The purpose of Official Plan Amendment No. 260 is to revise the Urban Settlement Area boundary in eight locations to better reflect existing development patterns and to identify lands that may be appropriate for urban development over the long term.

In some cases, the proposed changes recognize lands that are already partially developed, serviced, or function as logical extensions of the existing urban area. In other cases, the changes are intended to ensure that the City has a modest supply of additional land available to accommodate future housing, employment, and other urban development needs in locations that can be efficiently integrated with the existing settlement area.

In total, the amendment would add approximately 279 hectares (691 acres) of land to the Urban Settlement Area.

Proposed Change

The proposed amendment would revise Schedule C (Land Use) of the Official Plan by changing the Urban Settlement Area boundary in eight locations. These changes are proposed to recognize logical boundary adjustments, reflect existing development conditions, improve long-term land use continuity, and identify lands with potential for future urban development.

Inclusion within the Urban Settlement Area does not by itself approve development or extend municipal services, but it does identify the land as being within the area where urban uses may be considered through future planning and infrastructure processes.

The full text of Official Plan Amendment No. 260 and its associated map changes may be viewed on the City webpage: saultstemarie.ca/OP_Amendment or by contacting the Planner on file.

HAVE YOUR SAY

Input on the proposed Official Plan amendments is welcomed and encouraged. You can provide input by making a written submission or by making a public presentation.

MORE INFORMATION

The application may be reviewed in the Planning Division, Level 5, Civic Centre, 99 Foster Drive. The Report of the Planning Division will be available as part of the Council Agenda on the City's website at 4:30 p.m. on **Thursday, April 9, 2026** and in person on **Friday, April 10, 2026**, during regular office hours in the Planning Division. Digital and physical copies of the report are available upon request. Inquiries should be directed to Jonathan Kircal, Planning Division, at 705.759.6227 or j.kircal@cityssm.on.ca please refer to the application file number.

WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, Planning Division, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to j.kircal@cityssm.on.ca with your name, address and application file number on or before **Monday, April 13, 2026**.

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

LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

Pursuant to Section 17 and 22 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 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.

Dear Mr. Kircal,

We are writing as a group of property owners and residents on Fourth Line East in Sault Ste. Marie, Ontario to formally and strongly oppose the proposed Urban Settlement Area expansion affecting our community.

After reviewing the proposal and accompanying mapping, we have serious and unresolved concerns—most critically regarding the risk to the groundwater aquifer that supplies our private wells.

The lands identified for development, particularly the open and lighter areas to the north of Fourth Line East, appear to function as a groundwater recharge zone. This area is essential to maintaining both the quality and quantity of water available to our homes. Any disruption to this recharge system poses a direct threat to our access to safe, reliable drinking water.

We are deeply concerned that introducing urban development into this area will:

1. Significantly reduce groundwater recharge due to increased hard surfaces such as roads, roofs, and driveways
2. Introduce contaminants—including road salt, fuel, construction runoff, and lawn chemicals—into the aquifer
3. Increase demand on groundwater resources if development occurs before full municipal servicing is in place
4. Create a long-term and potentially irreversible risk to the safety and sustainability of our well water

For our households, this is not an abstract planning issue—it is a matter of protecting a fundamental necessity: clean drinking water. Any compromise to the aquifer would have immediate and lasting consequences for our health, our properties, and our ability to remain in our homes.

Beyond the critical groundwater issue, we also strongly object to the broader impacts of this proposal, including:

1. The likelihood of substantial property tax increases without corresponding and immediate benefits
2. The potential for costly and possibly mandatory future connections to municipal water and sewer services
3. The loss of the rural character, privacy, and quality of life that define our neighbourhood
4. Increased traffic, safety concerns, noise, and prolonged construction disruption
5. Development pressure that may force long-standing residents to sell or relocate

We are also concerned that this expansion appears premature. It is unclear why expansion into environmentally sensitive and established residential areas is being considered when questions remain about capacity and development within existing urban boundaries.

Given the seriousness of these concerns, we respectfully but firmly request that the City:

1. Halt or significantly reconsider the proposed expansion into the Fourth Line East area
2. Conduct comprehensive, independent hydrogeological studies focused specifically on the identified recharge zone before any planning decisions proceed
3. Provide clear assurances that existing residents will not bear unreasonable financial burdens or be forced into infrastructure changes
4. Engage in meaningful consultation with affected residents prior to advancing this proposal further

We have attended the recent open house and have already raised our concerns and formally expressed our objection to this proposal, including a request that the proposed expansion into the Fourth Line East area be halted. We expect that the protection of existing residents, their water supply, and the environmental integrity of this area will be treated as a priority.

We request to be kept informed of all future developments, studies, and decisions related to this proposal.

Sincerely,
Residents of Fourth Line East

Sincerely,

Printed Name: Rick + Mary James

Home Address: [REDACTED]

Email Address: [REDACTED]

Signature: Mary James

Date: April 8/26

Printed Name: Eva Hoch-Blevins

Home Address: [REDACTED]

Email Address: [REDACTED]

Signature: Eva Hoch-Blevins

Date: April 9/26

Printed Name: Jasmine Perra + Giancarlo Perra

Home Address: [REDACTED]

Email Address: [REDACTED]

Signature: Jasmine Perra

Date: April 9, 2026

Printed Name: DAN + RUTH KERNAGHAN

Home Address: [REDACTED]

Email Address: [REDACTED]

Signature: Ruth Kernaghan

Date: APR 9/26



April 13, 2026

VIA Email: j.kircal@cityssm.on.ca

Jonathan Kircal, RPP
Planner
Planning & Enterprise Services
City of Sault Ste. Marie

RE: OPA 260 - Proposed Urban Settlement Area Expansion (Fourth Line East Area)

Sault Ste Marie Region Conservation Authority (SSMRCA) Comments:

The subject circulation, which proposes an addition to the urban settlement area northward beyond Fourth Line East and west of Great Northern Road as circulated, has been reviewed with respect to Ontario Regulation 41/24: Prohibited Activities, Exemptions and Permits under the Conservation Authorities Act, R.S.O. 1990, c.27; **and** the Sault Ste. Marie Region Source Protection Plan, prepared under the Clean Water Act, 2006.

Based on current mapping, the subject lands are **located within a regulated area** as defined by O. Reg. 41/24 (i.e., floodplain, erosion hazard, dynamic beach, wetland, or associated allowances). SSMRCA has no concerns or objections to this proposal as described in the circulation.

The subject lands are identified as located within a Significant Groundwater Recharge Area (SGRA), a Wellhead Protection Area – WHPA-D (25-year time of travel), and a Highly Vulnerable Aquifer (HVA) with a vulnerability score of 6 under the applicable Source Protection Plan developed pursuant to the Clean Water Act, 2006. The circulated proposal **does not introduce or expand activities identified as significant drinking water threats** under Source Protection Plan policies.

Accordingly, the Sault Ste. Marie Region Source Protection Authority has no concerns or objections, provided that no activities involving the storage, handling, or application of substances **identified as significant drinking water threats** are proposed or established within the subject area. See below for additional details:





Under the Clean Water Act framework, the above vulnerability designations are used to identify where activities may pose a risk to municipal drinking water sources, specifically municipal wells.

1. A HVA vulnerability score of 6 represents moderate vulnerability and does not automatically trigger prohibitions or restrictions unless a proposed activity is classified as a “**significant drinking water threat**” under the SSM Source Protection Plan. WHPA-D (25-year) areas represent the outer capture zone of a municipal well and are generally subject to lower policy intensity than WHPA-A, B, or C zones.
2. SGRAs and HVAs primarily function as screening tools; policies apply only where prescribed activities meet threat thresholds defined by provincial Tables of Drinking Water Threats.
3. Water quantity concerns regarding individual or group private wells (e.g., wells running dry) are not regulated through the Clean Water Act framework.
4. While SGRAs are important hydrologically, their presence alone does not indicate (vulnerability or susceptibility) where any development will cause the private wells to fail.
5. There is currently no site-specific hydrogeological analysis demonstrating that the proposed expansion would measurably reduce groundwater supply within subject area.
6. There are existing regulatory mechanisms to manage contamination risk, but private well vulnerability remains site-specific.
7. The servicing strategy for any proposed development expansion must be clearly defined before groundwater quantity impacts can be assessed.
8. Expansion decisions must be supported by hydrogeological technical studies demonstrating no unacceptable risk to water resources.

If you require further information or clarification, please contact our office,

Kind regards,

Gerard Lavoie

(he/him/his)

GIS Applications Specialist / DWSP Program Manager / Risk Management Inspector

Sault Ste. Marie Region Conservation Authority

1100 Fifth Line East, Sault Ste. Marie ON P6A 6J8

GLavoie@ssmrca.ca

Phone 705-946-8530 ext. 1004

DVLP_COR_COA_OPA260_FourthLineEast_20260413.docx



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-35

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and SOYA (Save Our Young Adults) From Drug Abuse for the management of the Etienne Brulé Community Garden.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and SOYA (Save Our Young Adults) from Drug Abuse, a copy of which is attached as Schedule "A" hereto. This Agreement is for the management of the Etienne Brulé Community Garden.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

LICENCE TO OCCUPY

THIS LICENCE made in duplicate this 13th day of April, 2026.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG ABUSE

(hereinafter referred to as the "SOYA
Licencee")

WHEREAS the Algoma District School Board (ADSB) is the registered owner of the lands and premises municipally known as 241 Albert Street West, legally described in PIN 31576-0001 ("Subject Property") as shown on the map attached and marked as Schedule "A".

AND WHEREAS the City and ADSB entered into a Licence to Occupy Agreement dated July 18, 2016 whereby the ADSB granted the City permission to occupy a portion of the Subject Property to create a Playground, Orchard/Community Garden, Sugar bush, Basketball Court and a section of the Hub Trail pursuant to the terms and conditions as set out in the Licence Agreement appended as Appendix 1 hereto;

AND WHEREAS the City and ADSB entered into an Extension Agreement dated June 8, 2021 for a period of one (1) year commencing July 1, 2021 and ending July 1, 2022 and which Extension Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions;

AND WHEREAS the City and the SOYA Licencee entered into a Licence to Occupy Agreement dated June 23, 2025 for a period of one (1) year commencing June 25, 2025 and ending May 31, 2026 whereby the City granted the SOYA Licencee permission to occupy and the Community Garden on the Subject Property, which Licence to Occupy Agreement may be renewed and renegotiated on notice provided by the SOYA Licencee and which Licence to Occupy Agreement was consented to by the ADSB;

AND WHEREAS the SOYA Licencee has provided the City with notice of its intention to renew the Licence to Occupy Agreement to operate the Community Garden at the Subject Property on behalf of the City and the City is agreeable to same, and further ADSB has also provided their consent which is attached as Appendix 2.

SCHEDULE "A"



SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the Subject Property for the purposes of operating the Community Garden.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the Subject Property described in this Licence. These obligations are the Licencee's.
3. **Term**

The Term of this Licence shall commence on the 1st day of May, 2026, and shall be for a period of three (3) years terminating on May 31, 2029. The parties acknowledge that its existing and current Licence to Occupy Agreement has a term that ends on May 26, 2026. Given the desire to amend the location of the Community Garden, the parties agree that this Licence to Occupy Agreement shall take effect on May 1, 2026 and the existing Licence to Occupy Agreement shall terminate on May 1, 2026.

This Agreement may be renewed on a yearly basis from May 1, 2029 to April 30, 2030 and thereafter, if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence. A renewal of this Licence is further conditional on the renewal of the Licence between the City and ADSB. The parties acknowledge and agree that this Licence shall automatically terminate if the Licence between the City and ADSB terminates.

The City or the Licencee may also cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the City of Sault Ste. Marie
Legal Department, Level 4
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

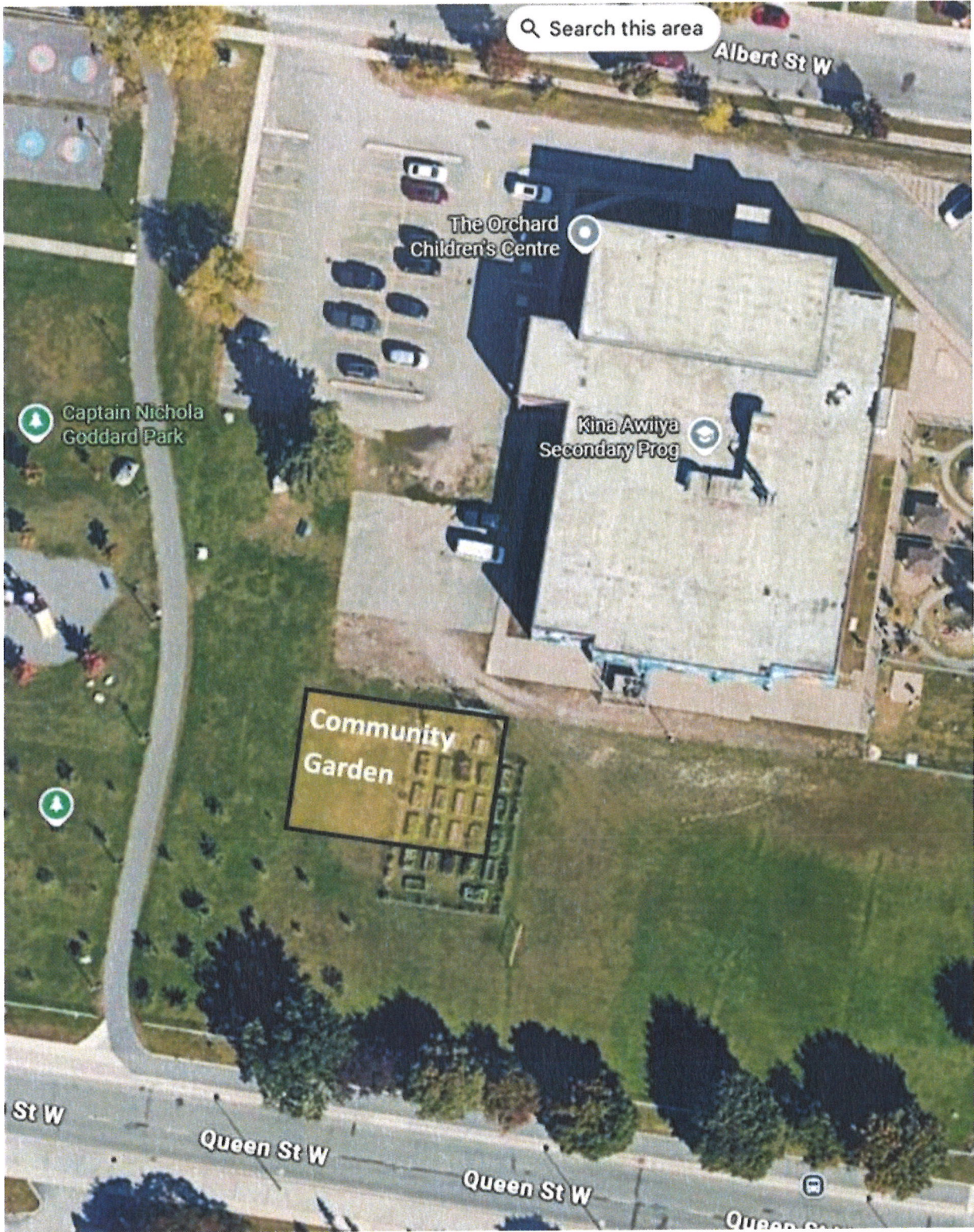
SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG
ABUSE
179 Gore Street
Sault Ste. Marie ON P6A 1M2

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's operation of the Community Garden covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Community Garden not been so installed, used, maintained, occupied or been removed by the Licencee.
6. The Licencee will not use or permit the use of the Subject Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the Subject Property.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of Two Million (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days' written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. If the City, ADSB or any utility requires access to the Subject Property for any purpose such as but not limited to access to any infrastructure in the area of the Subject Property, the Licencee shall provide the access so required, and the City, ADSB and utility shall not be responsible for restoring the Subject Property to its condition prior to such access. However, the City, ADSB or any utility shall leave the Subject Property in as neat and tidy a condition as possible following such access.
9. During calendar year 2026 of the Term, the Licencee shall rebuild the twenty-two (22) Community Garden beds that have reached the end of their lifespan and shall rearrange the Community Garden layout in accordance with Schedule "C" attached, all at the Licencee's sole cost and expense and to the satisfaction of the City.
10. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation and/or removal of the Community Garden and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the Community Garden and will save harmless and fully indemnify the City from and against all

losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.

12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Community Garden.
13. On termination of this Licence, if requested by the City, the Licencee shall forthwith remove the Community Garden from the Subject Property at the Licencee's sole risk and expense and leave the Subject Property in a condition satisfactory to the City; provided that if the Licencee's Community Garden is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.
14. The Licencee consents to the registration of this Licence on title to the Subject Property if desired by the City and/or the ADSB. The Licencee shall be responsible for the costs of the said registration of this Licence.
15. The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of One (\$1.00) Dollar for the Licence hereby granted.

SCHEDULE "C"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-37

ZONING: A by-law to amend the City of Sault Ste. Marie Zoning By-law 2005-150 for the purpose of clarifying technical language and improving implementation.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 34 of *The Planning Act, 2001*, R. S. O. 1990, c. P. 13 and amendments thereto **ENACTS** as follows:

AMENDMENTS TO ZONING BY-LAW 2005-150

Zoning By-law 2005-150 is amended as follows:

1. SECTION 1 – PERMITTED USES DEFINED

Subsection 1.25 Contractor Yards

Subsection 1.25 Contractor Yards is amended by removing the following:

“Establishments primarily engaged in activities generally needed in the construction of buildings and structures. The activities performed may include new construction, additions, alterations, maintenance, and repairs. Such uses may include the following or similar uses;

- Foundation, structure, and building exterior contractors
- Building equipment contractors (electrical, plumbing, heating/cooling)
- Building finishing contractors
- Landscaping contractors
- Other speciality contractors

Exclusion: Contractors’ yards supporting heavy and civil engineering construction.”

And replaced with the following:

“Establishments primarily engaged in activities generally needed in the development and/or maintenance of properties, buildings, and structures. The activities performed may include new construction, additions, alterations, maintenance, and repairs. Such uses may include the following or similar uses;

- Foundation, Structure, and Building Exterior Contractors
- Building Equipment Contractors (Electrical, Plumbing, Heating/Cooling)
- Building Finishing Contractors
- Landscaping Contractors
- Property Maintenance Contractors
- Other Speciality Contractors

Exclusion: Contractors’ yards supporting heavy and civil engineering construction.”

Section 1.78. Salvage Yards and Recycling Centres

Section 1.78. Salvage Yard and Recycling Centres is amended by removing the following:

“1.78. Salvage Yards and Recycling Centres

Establishments primarily engaged in wrecking, disassembling, repairing, sorting, and/or reselling of second-hand goods. Including the following or similar goods;

- Motor vehicles, parts, and tires
- Wastepaper
- Bottles
- Lumber and building materials
- Any scrap material or recycling operation.”

And replaced with the following:

“1.78. Salvage Yards, Recycling Centres, and Waste Transfer Facilities

Establishments primarily engaged in wrecking, disassembling, repairing, sorting, processing, and/or reselling second-hand goods and scrap materials, and may also include the receiving, consolidation, temporary storage, and transfer of waste and recyclable materials to another facility for processing or disposal. Including the following or similar goods;

- Motor vehicles, parts, and tires
- Scrap metal
- Wastepaper and cardboard
- Glass and plastic containers
- Lumber and building materials
- Other scrap materials and source separated recyclables.

Salvage Yards, Recycling Centres, and Waste Transfer Facilities are subject to the removal of a *Holding Provision*.”

Under Section 1.78 add Subsection **“1.78.1 Removal of Holding Provision**

Requirements for the removal of the Holding Provision include the following:

- Site Plan – showing all exterior details of the development including but not limited to building, stationary, and mobile equipment locations, any buffering measures, access, parking, storage etc.
- Land Use Compatibility Study – with special regard for MECP’s D-Series Guidelines and NPC300, as they relate to off-site impacts to nearby sensitive receptors.
- Operational Plan – with special regard for how waste will be handled, stored, removed, and transferred prior to disposal or

processing. Fluids removal must occur on an impermeable surface with adequate catchment to mitigate against any spills. Fluids must be stored in appropriate tanks with secondary catchment and shielding.

- Public Consultation – to obtain public insight into the proposed development. The aforementioned plans and study should be submitted and reviewed by city staff prior to the public information session. Where the sale of city land is involved, public consultation shall occur prior to purchase. The City will provide mailing labels, and the mailing radius will be determined based upon the Land Use Compatibility Study.”

2. SECTION 2 – DEFINITIONS

Section 2.9 The Downtown {2009-5}

Remove and delete Section 2.9 in its entirety being the following:

“The boundaries of Downtown Sault Ste. Marie are described as all properties bounded by or with frontage on:

The North By:

- Wellington Street, including those properties on Bruce Street south of Huron Central Railway

The East By:

- Church Street
- Queen Street East
- The easterly property line of the hospital lands

The West By:

- North Street
- Cathcart Street
- Andrew Street
- Albert Street West
- Huron Street
- The former St. Mary’s Paper property

**Note: The Downtown, as it applies to Section 5 – Parking Requirements, is subject to a Notwithstanding Clause in Section 5.10”*

Section 2.48. Urban Settlement Area {2024-48}

Under Section 2.48 add Subsection “**2.48.1 Strategic Development Areas (SDAs)**”

Strategic Development Areas (SDAs) are specific lands within the *Urban Settlement Area* identified to accommodate a significant portion of future growth, through development, redevelopment, and intensification. The five (5) SDAs are shown on Schedule “C” to the City’s Official Plan, as amended and include:

1. *First Neighbourhoods SDA* – Generally consisting of the Downtown Area, extending south to the water, north to the rail line, east to the former Sault Area Hospital site, and west to West Street.
2. *Steelton SDA* – Generally centred around the Steelton Area.
3. *Great Northern Road SDA* – Generally centred around Great Northern Road, extending south to MacDonald Avenue, north to Terrance Avenue, west to Reid Street and east to Pine Street.
4. *West End SDA* – Generally centred around the Second Line West and Korah Road intersection, extending south to Wallace Terrace, north to Langdon Road, east to Moody Street and west to Nichol Avenue.
5. *East End SDA* – Generally centred around Trunk Road, extending north to McNabb Street, south to Queen Street, west to Upton Road, and east to Gibb Street.”

3. SECTION 4 – GENERAL PROVISIONS FOR ALL ZONES

Section 4.8. Sight Triangle Requirements for Buildings and Structures

Subsection 4.8.1. Sight Triangle Regulations {2010-74} is amended by removing the following:

“On a *corner lot*, no building, structure, or fence shall be erected, and no landscaping, hedge, shrubs or foliage shall be allowed to grow beyond a height of greater than **0.75m** above *established grade*, within a distance of **9m** from the intersecting *lot lines*, or projections thereof, that abut a street intersection. In *The Downtown*, The Traditional Commercial Zone, or where there is a *fully signalized street intersection*, the site triangle is reduced to **5m** from any intersecting *lot lines*, or projections thereof, which abut a street intersection.”

And replaced with the following:

“On a *corner lot*, no building, structure, or fence shall be erected, and no landscaping, hedge, shrubs or foliage shall be allowed to grow beyond a height of greater than **0.75m** above *established grade*, within a distance of **9m** from the intersecting *lot lines*, or projects thereof, that abut a street intersection. In the *First Neighbourhoods SDA*, The Traditional Commercial Zone, or where there is a *fully signalized street intersection*, the site triangle is reduce to **5m** from any intersecting *lot lines*, or projections thereof, which abut a street intersection.”

Section 4.11. Non-Conforming Buildings, Structures, and Lots

Subsection 4.11.9. Front & Exterior Side Yard Landscaping Exemption {2024-04} is amended by removing the following:

“Lots located in the defined “Downtown” are exempt from the regulation that requires 50% of the required front and exterior yard to be landscaped.”

And replaced with the following:

“Lots located in the defined “*First Neighbourhoods SDA*” are exempt from the regulation that requires 50% of the required front and exterior yard to be landscaped.”

Section 4.14. Additional Regulations for All Zones

Remove and delete Subsection 4.14.10. Frontage Requirements When Severing Attached Residential Structures in its entirety being the following:

“Within the R2, R3, R4, and R5 zone, where a series of two or more attached dwellings are proposed to be constructed in a line or a row, with each unit having a shared wall, the minimum frontage requirements will be 8 metres plus any required side yard setback.”

Under Section 4.14. add Subsection “**4.14.13. Site Plan Control for Residential Developments**”

A lot containing or proposed to contain 11 or more dwelling units shall be subject to Site Plan Control.”

Under Section 4.14. add Subsection “**4.14.14. Buildings and Structures Constructed with Metal Roofs**”

Any building or structure constructed with a metal roof or any building or structure with a roof containing a slope of 10/12 or greater, with the slope facing a property boundary and is within 1.0m or less of the said property boundary, shall contain snow guards.”

4. SECTION 5 – PARKING REQUIREMENTS

Section 5.3. Access and Location of Parking Areas and Spaces

Subsection 5.3.3. Location of Parking Spaces {2011-81} is amended by removing the following:

“No parking spaces shall be located;

- a) In a *required or exterior side yard*, including the highway zone and Institutional zone, but excluding all other commercial, industrial, parks, and recreation zones, and Low Density Residential (R3) Zone uses in *the downtown*,
- b) Within an area required for a future road widening as identified in Section 16 of this by-law.”

And replaced with the following:

No parking spaces shall be located;

- a) In a *required or exterior side yard*, including the highway zone and Institutional zone, but excluding all other commercial, industrial, parks, and recreation zones, and Low Density Residential (R3) Zone uses in the *First Neighbourhoods SDA*,
- b) Within an area required for a future road widening as identified in Section 16 of this by-law.”

Section 5.4. Parking Exceptions

Subsection 5.4.2. New Uses in Existing Buildings Located in *The Downtown* or Traditional Commercial Zones is amended by removing the following:

“5.4.2. New Uses in Existing Buildings Located in *The Downtown* or Traditional Commercial Zones

When new use commences in a *legally existing* building located in *the downtown*, or traditional commercial zone (C1), no additional parking is required beyond that already supplied, provided that the building’s *gross floor area* is not increased.”

And replaced with the following:

“5.4.2. New Uses in Existing Buildings Located in the *First Neighbourhoods SDA* or Traditional Commercial Zones

When new use commences in a *legally existing* building located in the *First Neighbourhoods SDA*, or the Traditional Commercial Zone (C1), no additional parking is required beyond that already supplied, provided that the building’s *gross floor area* is not increased.”

Subsection 5.4.3. New Construction in *The Downtown* or Traditional Commercial Zones is amended by removing the following:

“5.4.3. New Construction in *The Downtown* or Traditional Commercial Zones

When a building located in *the downtown*, or Traditional Commercial Zone (C1) is demolished or the gross floor area of a existing building is increased, the new building, or addition, need only supply the number of parking spaces that existed prior to construction, plus the required parking as set out in Section 5.7, which shall only be applied to the additional or expanded *gross floor area*.”

And replaced with the following:

“5.4.3. New Construction in the *First Neighbourhoods SDA* or Traditional Commercial Zones

When a building located in the *First Neighbourhoods SDA*, or Traditional Commercial Zone (C1) is demolished or the gross floor area of a existing building is increased, the new building, or addition, need only supply the number of parking spaces that existed prior to construction, plus the required parking as set out in Section 5.7, which shall only be applied to the additional or expanded *gross floor area*.”

Section 5.7. Minimum Parking Requirements for All Permitted Uses {2025-139}

Amend *Table 9: Minimum Parking Requirements for All Permitted Uses* as follows:

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Residential Structure	No requirement for the first 4 dwelling units then 0.5 spaces per dwelling unit thereafter	0.75 spaces per dwelling unit	1 space per dwelling unit
Accommodation Services {2009-5}	0.75 spaces per guest room plus .75 spaces per employee on the largest shift	0.75 spaces per guest room plus .75 spaces per employee on the largest shift	1 space per guest room plus 1 space per employee on the largest shift
Agriculture Uses	No parking required for main use	No parking required for main use	No parking required for main use

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Amusement and Fitness Facilities	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Amusement Parks	6 spaces/activity or attraction	7.5 spaces/activity or attraction	8 spaces/activity or attraction
Animal Pens and Cages	No parking required for main use	No parking required for main use	No parking required for main use
Arts, Culture, and Heritage Uses	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Assembly Facilities {2014-6}	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Athletic Fields	No parking required for main use	No parking required for main use	No parking required for main use
Auto Body Repair Establishments	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Bakeries	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.6 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Bandstands	No parking required for main use	No parking required for main use	No parking required for main use
Bed and Breakfasts	0.6 spaces per guest room plus +	0.75 spaces per guest room plus +	0.8 spaces per guest room plus +

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	required parking for residence	required parking for residence	required parking for residence
Bingo Halls	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Bowling Greens	No parking required for main use	No parking required for main use	No parking required for main use
Broadcasting	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Building, Hardware, and Garden Supply Store	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Bulk Storage of Fossil Fuels	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Campgrounds	No parking required for main use	No parking required for main use	No parking required for main use
Care Facilities	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Casinos	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Catering Establishments	No minimum parking for the first	2.1 spaces per 100m ² for the first	2.8 spaces per 100m ² for the first

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	1000m ² + 0.75 space per 200m ² thereafter	1000m ² + 0.8 space per 200m ² thereafter
Cemeteries and Crematoriums	No parking required for main use	No parking required for main use	No parking required for main use
Colleges	0.6 spaces per 2 employees + 0.6 spaces per 10 students with full time enrollment	0.75 spaces per 2 employees + 0.75 spaces per 10 students with full time enrollment	0.8 spaces per 2 employees + 0.8 spaces per 10 students with full time enrollment
Computer and Electronics Manufacture and Repair	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Conservation Area	No parking required for main use	No parking required for main use	No parking required for main use
Contractors Yards	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Convenience Stores	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Day Care Facilities	No minimum parking for the first	2.1 spaces per 100m ² for the first	2.8 spaces per 100m ² for the first

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	1000m ² + 0.75 space per 200m ² thereafter	1000m ² + 0.8 space per 200m ² thereafter
Dry Cleaning and Laundry Plants	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Elementary Schools	0.6 spaces per classroom	0.75 spaces per classroom	1 space per classroom
Emergency Response Centres	No parking required for main use	No parking required for main use	No parking required for main use
Food Services (Exclusions: Bakeries and Take-out Establishments)	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Food Services as an <i>Accessory Use</i> (Less than 25% of main building <i>Gross Floor Area</i>)	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 spaces per person max. building capacity
Fruit and Vegetable Stand	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Fuel Sales {2014-6}	No parking required for fuel sales uses	No parking required for fuel sales uses	No parking required for fuel sales uses
Funeral Service Establishments	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Furniture Store	No minimum parking for the first 450m ² , Gross Floor	2.1 spaces per 100m ² for the first 1000m ² + 0.75	2.8 spaces per 100m ² for the first 1000m ² + 0.8

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	Area, 2.1 spaces per 100m ² for the first 1000m ² + .6 spaces per 200m ² thereafter	space per 200m ² thereafter	space per 200m ² thereafter
Golf Course	No parking required for main use	No parking required for main use	No parking required for main use
Greenhouse and Botanical Gardens	No parking required for main use	No parking required for main use	No parking required for main use
Group Home	No minimum parking for the first 450m ² , Gross Floor Area, 1.8 spaces per 100m ² of gross floor area thereafter	1.8 spaces per 100m ²	2.4 spaces per 100m ²
Group Residence	No minimum parking for the first 450m ² , Gross Floor Area, 1.8 spaces per 100m ² of gross floor area thereafter	1.8 spaces per 100m ²	2.4 spaces per 100m ²
Heavy Equipment Sales, Repair and Maintenance Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Hospices	No minimum parking for the first 450m ² , Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter	1.2 spaces per 100m ²	1.6 spaces per 100m ²
Hospitals	No minimum parking for the first 450m ² , Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter	1.2 spaces per 100m ²	1.6 spaces per 100m ²

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Ice Rinks	0.06 spaces per person max. building capacity	0.075 spaces per person max. building capacity	.08 per person max. building capacity
Industrial Plazas	No minimum parking for the first 450m ² , Gross Floor Area, 1.2 spaces per 100m ² of gross floor area thereafter	1.2 spaces per 100m ²	1.6 spaces per 100m ²
Information and Technology Services (Including Call Centres)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Manufacturing	0.06 spaces per employee on the largest shift	0.075 spaces per employee on the largest shift	.08 spaces per employee on the largest shift
Marinas, Boat Launching Ramp, Wharves	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.6 space per docking slip	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.8 space per docking slip	12 spaces per launch ramp with minimum dimensions of 11m by 4m + 0.8 space per docking slip
Medical Centres	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Motion Picture and Sound Recording Studios	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	1 spaces per employee on the largest shift
Motor Vehicle Equipment Rental and Leasing	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 1 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Motor Vehicle Sales and Parts Dealers	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 1 space per 200m ² thereafter
Movie Theatres	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Nursing and Residential Care Facilities {2011-81}	0.6 spaces per 2 beds	0.75 spaces per 2 beds	0.8 spaces per 2 beds
Office Uses	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Open Pit Aggregate Extraction	No parking required for main use	No parking required for main use	No parking required for main use
Parks and Playgrounds	No parking required for main use	No parking required for main use	No parking required for main use
Personal Services (Exclusion: Funeral Service Establishments)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Personal Storage	No parking required for main use	No parking required for main use	No parking required for main use
Pet Care Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Pits and Quarries	No parking required for main use	No parking required for main use	No parking required for main use
Places of Worship {2014-6} Where <i>Assembly Facilities</i> are accessory to a <i>Place of Worship</i> , the greater of the two parking requirements between the <i>Assembly Facility</i> and the place of worship shall be applied, rather than an aggregate	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Power Centres {2012-158}	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Printing and Related Support Activities	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Professional, Scientific, and Technical Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Publishing Industries	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
Rail Yards Related to Railway Uses	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Reload Centres for Logs and Pulpwood	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Rental and Leasing Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Repair and Maintenance Services	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	2.1 spaces per 100m ² for the first 1000m ² + 0.75 space per 200m ² thereafter	2.8 spaces per 100m ² for the first 1000m ² + 0.8 space per 200m ² thereafter
Retail Trade	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Road Transportation and Warehousing	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Rooming Houses	0.03 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Salvage Yards and Recycling Centres	0.6 spaces per employee on the largest shift	0.75 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift
Secondary Schools	3 spaces per classroom	3 spaces per classroom	4 spaces per classroom
Shopping Centres	No minimum parking for the first	2.1 spaces per 100m ²	2.8 spaces per 100m ²

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter		
Skateboard Park	No parking required for main use	No parking required for main use	No parking required for main use
Sports Stadiums	0.12 spaces per person max. building capacity	0.075 spaces per person max. building capacity	0.08 per person max. building capacity
Strip Plaza	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Take-out Facilities that are not part of a restaurant	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
Tennis, Squash, and Racquet Ball Courts	No parking required for main use	No parking required for main use	No parking required for main use
Tourism Uses (Exclusions: Marinas and Amusement Parks)	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces per 100m ² of gross floor area thereafter	2.1 spaces per 100m ²	2.8 spaces per 100m ²
University	0.6 spaces per 2 employees + 0.6 spaces per 10 students with full time enrollment	0.75 spaces per 2 employees + 0.75 spaces per 10 students with full time enrollment	0.8 spaces per 2 employees + 0.8 spaces per 10 students with full time enrollment
Utilities	No parking required for main use	No parking required for main use	No parking required for main use
Veterinary Clinic	No minimum parking for the first 450m ² , Gross Floor Area, 2.1 spaces	2.1 spaces per 100m ² for the first 1000m ² + 0.75	2.8 spaces per 100m ² for the first 1000m ² + 0.8

Permitted Uses	Strategic Development Area - First Neighbourhoods (Downtown)	Strategic Development Areas - Other	Remainder of City
	per 100m ² for the first 1000m ² + 0.6 spaces per 200m ² thereafter	space per 200m ² thereafter	space per 200m ² thereafter
Warehousing, Wholesaling, and Distribution Centres	0.6 spaces per employee on the largest shift	0.6 spaces per employee on the largest shift	0.8 spaces per employee on the largest shift

Section 5.10. Interpretation of “The Downtown” {2025-139}

Remove and delete Section 5.10 in its entirety being the following:

“Notwithstanding the definition of *The Downtown* found in Section 2.9, for the purposes of Section 5 – Parking Regulations, ‘Downtown’ shall refer to *Strategic Development Area – First Neighbourhoods*.”

5. SECTION 7 – FENCE REGULATIONS

Section 7.3. Sightline Setbacks for Fences

Subsection 7.3.1. Sightline Setbacks from Public Street Intersections amended by removing following:

“On a corner lot, a fence shall be erected, no hedge, shrubs, or foliage shall be allowed to grow beyond a height of greater than 0.75m above established grade, within a distance of 9m from the intersecting lot lines, or projections thereof, that abut a street intersection, except in *The Downtown*, the traditional commercial zone, or where there is a fully signalized street intersection, the defined site triangle is reduced to 5m from any intersecting property lines, or projections thereof, that abut a street intersection.”

And replaced with the following:

“On a corner lot, a fence shall be erected, no hedge, shrubs, or foliage shall be allowed to grow beyond a height of greater than 0.75m above established grade, within a distance of 9m from the intersecting lot lines, or projections thereof, that abut a street intersection, except in the *First Neighbourhoods SDA*, the traditional commercial zone, or where there is a fully signalized street intersection, the defined site triangle is reduced to 5m from any intersecting property lines, or

projections thereof, that about a street intersection.”

6. SECTION 8 – GENERAL PROVISIONS IN ALL RURAL ZONES

Section 8.2. Additional General Provisions for All Rural Zones

Subsection 8.2.2. Existing Lots Lacking the Required Frontage or Area is amended by removing the following:

“c) Where a lot has an area of less than 0.5ha, a residential dwelling may be built to the building regulations set out in the Gentle Density Residential Zone (R2).”

And replaced with the following:

“c) Where a lot has an area of less than 0.5ha, a residential dwelling and all Accessory Structures to the dwelling may be constructed in accordance with the building regulations set out in the Gentle Density Residential (R2) Zone.”

7. SECTION 9 – GENERAL PROVISIONS IN ALL RESIDENTIAL ZONES

Section 9.1. Accessory Buildings and Structures

Subsection 9.1.7. All Other Accessory Buildings and Structures is amended by removing the following:

“a) With the exception of garages and carports, all accessory buildings or structures shall be located in the rear yard, {2012-158} except where the lot abuts the water, in which case all accessory buildings may be located in the front yard.”

And replaced with the following:

“a) With the exception of garages and carports, all accessory buildings or structures shall be located within the interior side yard or rear yard. Where a lot abuts Lake Superior or the St. Mary’s River, accessory buildings or structures may also be located within the front yard, in addition to the interior side yard and rear yard.”

Section 9.3. Parking Regulations in All Residential Zones

Remove and delete from Section 9.3. the following:

“Every residentially zoned lot shall provide the required parking space(s) as set out

in Section 5.7. Such required parking shall not located within any *required front and exterior side yard.*”

Section 9.7. Low Density Residential (R3) Zone

Subsection 9.7.2. Low Density Residential (R3) Zone Building Regulations

Amend *Table 19: R3 Zone Building Regulations* as follows:

Standards (Minimum, unless otherwise noted)	1 Storey	2 Storeys	3 Storeys
Lot Area <i>(in the First Neighbourhoods SDA)</i>	460m ² (279m ²)	460m ²	N/A
Frontage <i>(in the First Neighbourhoods SDA)</i>	14m (9m)	18m	23m
Front Yard <i>(in the First Neighbourhoods SDA)</i>	7.5m (7.5m)	7.5m	7.5m
Exterior Side Yard	4m	4.5m	7.5m
Interior Side Yard	1.2m for 1 storey 1.8 for 2 storeys	1.2m for 1 storey, 1.8m for 2 storeys	5m
The Other Interior Side Yard*	3m	3m	5m
Rear Yard (Rear yard setback for a 1-storey bldg)	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Lot Coverage <i>(in the First Neighbourhoods SDA)</i>	40% (60%)	40% (60%)	30% (60%)
Landscaped Open Space	N/A	N/A	N/A
Required Front and Exterior Yard Landscaping <i>(in the First Neighbourhoods SDA)</i>	50% (Legally existing lots in the <i>First</i>	50% (Legally existing lots in the <i>First</i>	50% (Legally existing lots in the <i>First</i>

	<i>Neighbourhoods SDA are exempt from this requirement)</i>	<i>Neighbourhoods SDA are exempt from this requirement)</i>	<i>Neighbourhoods SDA are exempt from this requirement)</i>
Distance from any other building	1 metre	1 metre	1 metre
Minimum Number of Dwelling Units	N/A	N/A	N/A

Section 9.7.3. Additional Low Density Residential (R3) Zone Regulations

Remove and delete Subsection 9.7.3.1. Parking in the Downtown in its entirety being the following:

“Despite any other provisions of this by-law, dwellings zoned R3 and located within *the downtown* need only supply 1 parking space per *dwelling unit*.”

Section 9.8. Medium Density Residential (R4) Zone

Subsection 9.8.2. Medium Density Residential (R4) Zone Building Regulations

Amend *Table 20: R4 Zone Building Regulations* as follows:

Standards (Minimum, unless otherwise noted)	1 Storey	2 Storeys	3 Storeys	4 to 5 or More Storeys
Lot Area <i>(in the First Neighbourhoods SDA)</i>	460m ² (279m ²)	460m ²	N/A	N/A
Frontage <i>(in the First Neighbourhoods SDA)</i>	14m (9m)	18m	23m	23m
Front Yard <i>(in the First Neighbourhoods SDA)</i>	7.5m (7.5m)	7.5m	7.5m	7.5m
Exterior Side Yard	4m	4.5m	7.5m	7.5m
Interior Side Yard	1.2m for 1 storey 1.8 for 2 storeys	1.2m for 1 storey 1.8m for 2 storeys	5m	7.5m
The Other Interior Side Yard*	3m	3m	5m	7.5m
Rear Yard (Rear yard setback for a 1-storey bldg)	10m (1.2m)	10m (1.2m)	10m (1.2m)	10m (1.2m)
Maximum Lot Coverage <i>(in the First Neighbourhoods SDA)</i>	40% (60%)	40% (60%)	30% (60%)	30%

Landscaped Open Space	N/A	N/A	30%	30%
Required Front and Exterior Yard Landscaping (in the <i>First Neighbourhoods SDA</i>)	50% (Legally existing lots in the <i>First Neighbourhoods SDA</i> are exempt from this requirement)	50% (Legally existing lots in the <i>First Neighbourhoods SDA</i> are exempt from this requirement)	50% (Legally existing lots in the <i>First Neighbourhoods SDA</i> are exempt from this requirement)	50%
Distance from any other building	1 metre	1 metre	1 metre	1 metre
Minimum Number of Dwelling Units	2	2	2	2

Section 9.9 High Density Residential (R5) Zone

Subsection 9.9.2. High Density Residential (R5) Zone Building Regulations

Amend *Table 21: R5 Zone Building Regulations* as follows:

Lot Area	N/A
Frontage	30m
Front Yard	7.5m or ½ of building height, whichever is greater
Exterior Side Yard	7.5m or ½ of building height, whichever is greater
Interior Side Yards	4.6m or ½ of building height, whichever is greater
Rear Yard	10m or ½ of building height, whichever is greater
Maximum Building Height	N/A
Maximum Lot Coverage	33%
Landscaped Open Space	33%
Required Front Yard and Required Exterior Yard Landscaping {2024-04}	50% Minimum (Legally existing lots in the <i>First Neighbourhoods SDA</i> are exempt from this requirement)

8. SECTION 11 – INSTITUTIONAL (I) ZONE

Section 11.1. – Permitted Uses

Section 11.1. Permitted Uses is amended by removing the following:

- “*Federal, Provincial, and Municipal Government Public Administration* – maximum gross floor area of 300m² when located outside of *The Downtown.*”

And replaced with the following:

- *“Federal, Provincial, and Municipal Government Public Administration – maximum gross floor area of 300m² when located outside of the First Neighbourhoods SDA.”*

Remove and delete in its entirety the following from Section 11.1. Permitted Uses under One or More Residential Structure:

- *“Lots that are proposed to contain 11 or more dwelling units are subject to Site Plan Control.”*

9. SECTION 13 – COMMERCIAL ZONES

Section 13.1. Traditional Commercial (C1) Zone

Subsection 13.1.1. Permitted Uses is amended by removing the following:

- *“Office Uses - Maximum gross floor area of 300m², does not apply to existing buildings”*

And replaced with the following:

- *“Office Uses – Permitted to a maximum gross floor area of 700m², except where located in the First Neighbourhoods SDA, or proposed to be located in a legally existing building.”*

Remove and delete in its entirety the following from Subsection 13.1.1. Permitted Uses under *Residential Structure* – subject to C1 building regulations:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

Section 13.1.3. Additional Traditional Commercial Zone (C1) Regulations

Under Section 13.1.3. add Subsection **“13.1.3.2. Lands Fronting Gore Street, Wellington Street East, and Korah Road**

Notwithstanding Section 13.1.2. (Table 24), lands zoned Traditional Commercial (C1) that have frontage on street segments identified in Table 1 may comply with the building regulations set out in Table 2:

Table 1: Street Boundaries

Street	Limits
--------	--------

Gore Street	Wellington Street East to Bay Street
Wellington Street East	Carmen's Way to Gore Street
Korah Road	Dovercourt Road to Wallace Terrace

Table 2: Building Regulations

<i>Front Yard</i>	0m
<i>Exterior Side Yard</i>	0m
<i>Interior Side Yard</i>	0m
<i>Abutting a Residential Zone</i>	1.2 for 1 storey, 1.8 for 2 storeys
<i>Rear Yard</i>	0m
<i>Abutting a Residential Zone</i>	10m
<i>Maximum Building Height</i>	3 Storeys"

Section 13.2. Central Commercial (C2) Zone

Remove and delete in its entirety the following from Subsection 13.2.1. Permitted Uses under *Residential Structure – Subject to C2 building regulations*:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

Section 13.3. Commercial Transitional (CT2) Zone

Remove and delete in its entirety the following from Subsection 13.3.1. Permitted Uses under *Residential Structure – Subject to C2 building regulations*:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

Section 13.4. Riverfront (C3) Zone

Remove and delete in its entirety the following from Subsection 13.4.1. Permitted Uses under *Residential Structure – Subject to C3 building regulations*:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

Section 13.5. General Commercial (C4) Zone

Subsection 13.5.1. Permitted Uses is amended by removing the following:

- *“Office Uses (Maximum gross floor area = 300m²)”*

And replaced with the following:

- *“Office Uses – Permitted to a maximum gross floor area of 700m², except where located in the First Neighbourhoods SDA, or proposed to be located*

in a legally existing building.”

Remove and delete in its entirety the following from Subsection 13.5.1. Permitted Uses under *Residential Structure – containing no less than 3 dwelling units*:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

Section 13.6. Shopping Centre (C5) Zone

Remove and delete in its entirety the following from Section 13.6.1. Permitted Uses under *Residential Structure – containing no less than 4 dwelling units*:

- *“Lots that are proposed to have 11 or more dwelling units are subject to Site Plan Control.”*

10. CERTIFICATE OF CONFORMITY

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

11. EFFECTIVE DATE

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-40

TAXES: A by-law to eliminate the vacant and excess land subclass reduction.

Whereas subsection 313(1) of the Municipal Act, 2001 prescribes rules for the reduction of tax rates that would otherwise be levied for municipal purposes for the subclasses prescribed under subsection 8(1) of the Assessment Act (Tax Rate Reduction Rules) including for a subclass for vacant land and a subclass for excess land.

And Whereas paragraph 313(1.3)(a) of the Municipal Act, 2001 authorizes the City to pass a by-law providing that the Tax Rate Reduction Rules do not apply for the subclass for vacant land and for the subclass for excess land.

Now Therefore, The Corporation of the City of Sault Ste. Marie by the Council thereof hereby enacts as follows:

1. Effective for the 2026 taxation year and for each subsequent taxation year, the Tax Rate Reduction Rules do not apply for the subclass for vacant land and for the subclass for excess land.

PASSED in open Council this 13th day of April, 2026.

MAYOR - MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-40 Elimination of Vacant and Excess Land Subclass Reduction.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-41

PROPERTY: A by-law to declare the City owned property legally described as PIN 31545-0370(LT) PT LT 41 PL 129 ST. MARY'S; PT LANE PL 129 ST. MARY'S CLOSED BY T107908 AS IN T377295; SAULT STE. MARIE, being civic 4 Wemyss Street, as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's Access to Land program.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **BY-LAW 2020-25 REPEALED**

By-law 2020-25 is hereby repealed.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-42

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property located at civic 246 Pim Street (Pawelek) being PIN 31536-0150 (LT) PT LT 7 PL 3206 ST. MARY'S AS IN T430876; SAULT STE. MARIE.

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" attached hereto.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie
VENDOR: Richard Andrew Pawelek (or as otherwise directed)
ADDRESS: 246 Pim Street
LEGAL DESCRIPTION: PIN 31536-0150 (LT) PT LT 7 PL 3206 ST. MARY'S AS IN T430876; SAULT STE. MARIE
CONSIDERATION: Three Hundred Twenty Thousand (\$320,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-43

PROPERTY: A by-law to declare the City owned property legally described as PIN 31504-0351 (LT) JEAN AV PL H436 RANKIN LOCATION/TARENTORUS (PARTS 1, 2 & 3, PLAN 1R13288 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176); SAULT STE. MARIE; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 1R-13288 AS IN AL177523; SUBJECT TO AN EASEMENT AS IN AL177528, being civic 193 Anna Street, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

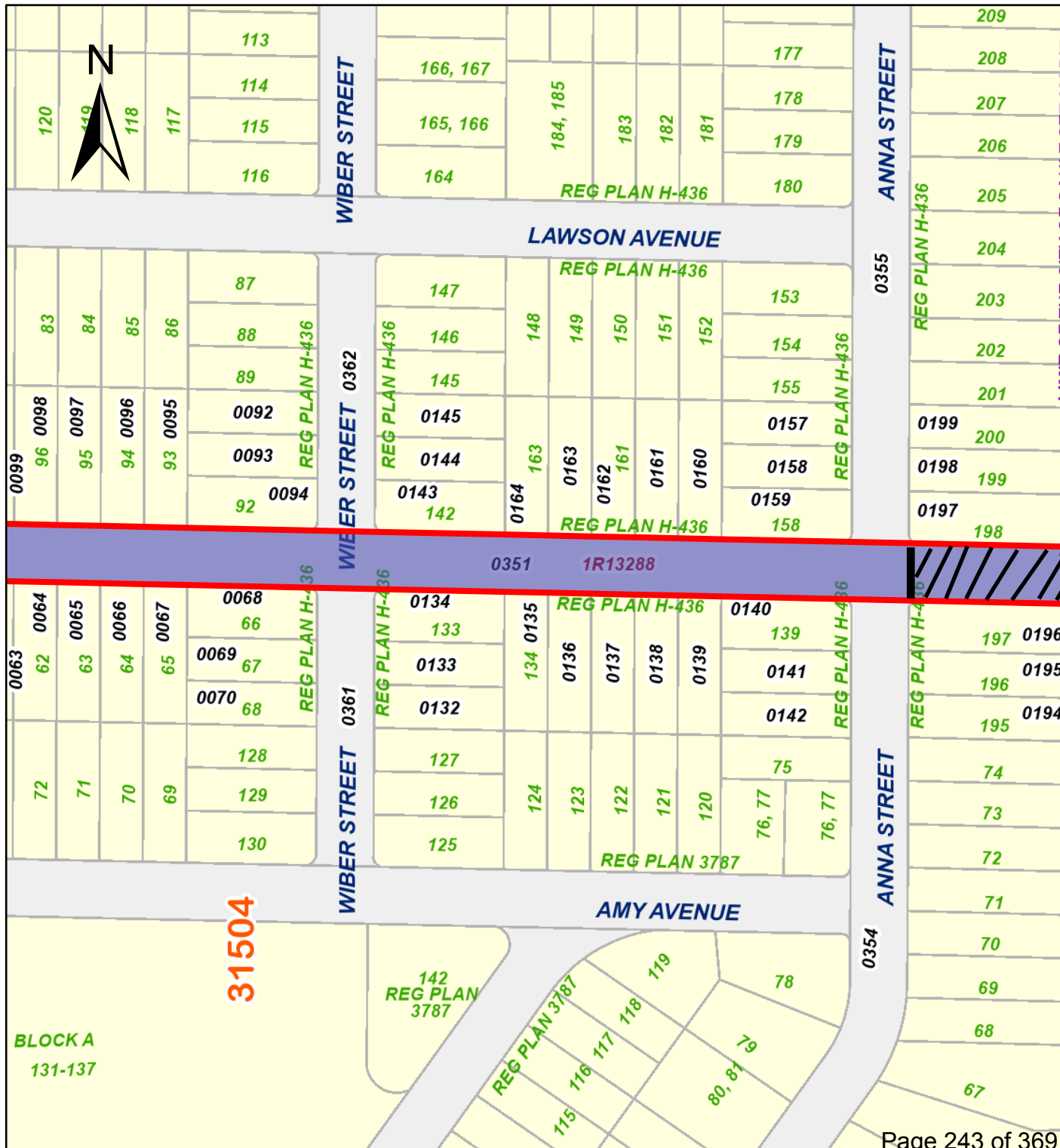
4. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

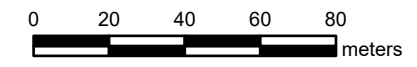
MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



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FOR SDAVEY01

SCALE



PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-44

PROPERTY: A by-law to declare the City owned property legally described as PIN 31504-0349 (LT) COREY AV PLAN H436 (PARTS 1 & 2, PLAN 1R13287 STOPPED-UP & CLOSED BY BYLAW 2017-38 AS IN AL173176) RANKIN LOCATION/TARENTORUS; SAULT STE. MARIE; SUBJECT TO AN EASEMENT AS IN AL177527, being civic 253 Anna Street, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

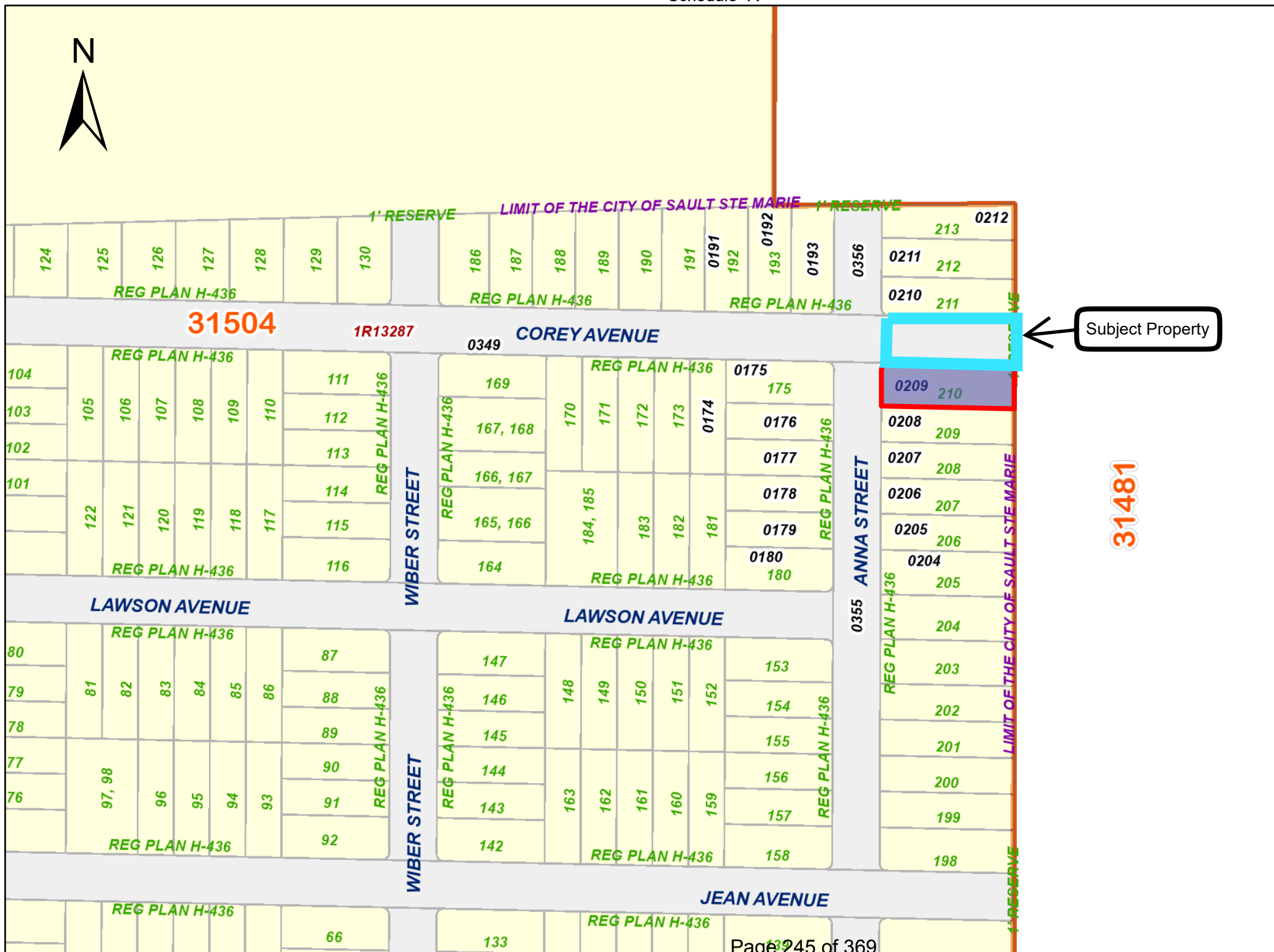
4. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

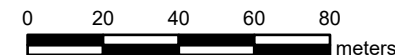
CITY CLERK – RACHEL TYCZINSKI



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SCALE



PROPERTY INDEX MAP

ALGOMA(No. 01)

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPERTY
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE PENDING)
- PROPERTY NUMBER 0449
- BLOCK NUMBER 08050
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS

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FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-45

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Algoma District School Board to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and the Algoma District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Service Agreement

This agreement is made this day of , 2026.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "City")

and

ALGOMA DISTRICT SCHOOL BOARD (the "ADSB")

WHEREAS the ADSB conducts the election of trustees within the unorganized areas (areas without municipal organization), including: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Sault Locality, Central Algoma Locality and North Shore Locality.

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act*, 1996, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the ADSB has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for the ADSB within the unorganized areas, including Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Sault Locality, Central Algoma Locality and North Shore Locality, in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "1" to this Agreement (collectively referred to as the "Services").
2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.
3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for the school board within the unorganized areas, including: Chapleau Locality,

Missanabie, Missarenda Locality, Michipicoten Locality, Sault Locality, Central Algoma Locality and North Shore Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the ADSB for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 15th day of April 2026 and shall conclude on the 30th day of October 2027 (the "Term").
6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the ADSB.

LIMITED LIABILITY AND RELEASE

7. The ADSB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the ADSB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the ADSB or to anyone for whom the ADSB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the ADSB or any of the ADSB's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The ADSB will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the ADSB by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Rachel Tyczinski, City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Lucia Reese, Director
Algoma District School Board
644 Albert Street East
Sault Ste. Marie ON P6A 2K7

GENERAL PROVISIONS

- 10. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.
- 11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- 12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- 13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the day of , 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski
We have authority to bind the Corporation.

ALGOMA DISTRICT SCHOOL BOARD

Per:

Name:
Position:
I have authority to bind the ADSB.

Schedule “1”

**City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization**

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City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1 Definitions

- 1.1 *Act* – means the *Municipal Elections Act, 1996*, as amended.
- 1.2 *Ballot* – means the paper used by an elector to mark their vote or vote(s) for the office of school board trustee and (if applicable) in accordance with section 41 of the Act.
- 1.3 *Ballot Box* – means an apparatus in which marked ballots are received and transferred from the Ballot Return Station to the vault in the City Clerk’s Office and to the Ballot Counting Centre.
- 1.4 *Ballot Return Station* – means the location in which a drop box is located for the collection of return Vote by Mail envelopes. For the purpose of the 2026 Municipal Election, this location shall be the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie.
- 1.5 *Candidate* – means a person who has been nominated under section 33 of the Act.
- 1.6 *Close of Voting* – means the end of voting hours as prescribed in the Act which states that voting locations shall remain open until 8 p.m. on Voting Day. In accordance with the Act, an elector within the voting location at the close of voting is entitled to cast their ballot.
- 1.7 *Election Period* – means the period beginning when the Vote by Mail kits, ballots, and supplies are delivered to City Hall and ends on Voting Day. For the purposes of the 2026 Municipal Election, this period will be from July 2026 to October 26, 2026.
- 1.8 *Elector* – means a person who is entitled to be an elector if they reside in the Algoma District or is the owner or tenant of land, or the spouse of the such owner or tenant; is a Canadian citizen; is at least 18 years old; and is not prohibited from voting under the Act or otherwise by law as specified in section 17 of the Act.
- 1.9 *Returning Officer* – means the City Clerk of the City of Sault Ste. Marie.
- 1.10 *Scrutineer* – means an individual, appointed in writing by a certified Candidate, to represent them during the voting process.
- 1.11 *Vote by Mail Kit* – means the package forwarded to the elector consisting of the following items:
 - Voter Instruction Sheet
 - Ballot (composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Any other necessary material as the City Clerk determines
- 1.12 *Vote by Mail Period* – means the time period in which special Vote by Mail Ballots may be acted upon by Election Officials and Voters. For the 2026 Municipal Election, this time period is Thursday, October 1, 2026– Monday, October 26, 2026 until 8 p.m.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1.13 *Voting Day* – means the day on which the final vote is to be taken in an election. For the purposes of the 2026 Municipal Election, this day is Monday, October 26, 2026.

2 Election Personnel

2.1 The Secretary of the School Board is responsible to conduct elections of members of the board. The Act applies as if the Secretary were the Clerk, the board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Clerk is to establish the procedures and rules as authorized and approved in accordance with the Act, and to interpret the procedures and rules except as varied by a Court.

2.2 The Clerk may appoint in writing a Returning Officer and such other officials as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

2.3 Written appointments and delegation of duties of Deputy Returning Officers (DROs) and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the Act.

2.4 The City Clerk of the City of Sault Ste. Marie is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2026 municipal election in: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Central Algoma Locality, North Shore Locality and Sault Locality.

3 Notices

3.1 Notice of Revision of the Voters List is to be published and posted before the date specified by the Returning Officer. The revision period is from September 1, 2026 to the close of voting on Voting Day, Monday, October 26, 2026 at 8 p.m.

3.2 Notice of Nomination is to be published and posted before Nomination Day. Nomination period will be consistent with municipal elections (May 1, 2026 until August 21, 2026 at 2 p.m.).

4 Ballot Return Station

4.1 The Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6 shall be established as a Ballot Return Station and shall be open as follows:

Monday to Friday from 8:30 a.m. to 4:30 p.m. until Friday, October 23, 2026

Closed Thanksgiving Monday, October 12, 2026

Monday, October 26, 2026 only – 10 a.m. to 8 p.m.

5 Revision of Voters List Procedure

5.1 The period for revisions to the Voters list is from September 1, 2026 until the close of voting on October 26, 2026. An elector, upon application in writing on the

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the Voters List.

- 5.2 Applications to remove another person's name from the Voters List must be made in writing on the appropriate form established by the Clerk.
- 5.3 Revisions to the Voters List will be conducted at the Clerk's Office during regular office hours (Monday to Friday, 8:30 a.m. to 4:30 p.m. except as varied in paragraph 3.1).
- 5.4 Electors added to the Voters List up to September 14, 2026 will receive their Vote by Mail Kit by mail from DataFix.
- 5.5 Electors added to the Voters List from September 14, 2026, to October 26, 2026 may pick up their Vote by Mail Kit at the Ballot Return Station at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- 5.6 Electors may deliver their ballot to the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

6 Vote by Mail Procedure

- 6.1 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on October 26, 2026 at 8 p.m.
- 6.2 The Vote by Mail Kit shall consist of:
 - Voter Instruction Sheet
 - Ballot (Composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Such other material as the Clerk may determine
- 6.3 The Returning Officer, during the week of September 28, 2026, shall cause to be mailed to every elector who had qualified to be on the Voters List by September 14, 2026, a Vote by Mail Kit to the elector's address as shown on the Voters List.
- 6.4 If a qualified elector does not receive a Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending at the Ballot Return Station after October 15, 2026. The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement and a new Vote by Mail Kit will be issued. It shall be noted on the Voters List that the elector/agent was issued a new Vote by Mail Kit.
- 6.5 Upon receipt of the Vote by Mail Kit, the elector shall:
 - complete the ballot
 - place the ballot in the white Ballot Secrecy Envelope and seal the envelope
 - sign the Voter Declaration Form
 - place the Voter Declaration Form along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope

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- seal the yellow envelope.
- 6.6 If an elector requires assistance in voting, they may make their mark (i.e. an "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form.
 - 6.7 The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station. Envelopes mailed in Canada are prepaid.
 - 6.8 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is October 15, 2026 by 4 pm. Following this date, electors are encouraged to deposit their Return Voting Envelope at the Ballot Return Station on or before Monday, October 26, 2026 by 8 pm.
 - 6.9 Election Return Envelopes deposited at the Ballot Return Station until October 26, 2026 by 8 p.m. will be considered as having been mailed.
 - 6.10 Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:
 - 6.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations will be COUNTED
 - 6.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes will be REJECTED.
 - 6.11 Each day as Election Return Envelopes are received, either by mail or at the Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters List by striking through the name of the elector and assigning a number beside the elector's name on both the Voters List and the elector's Declaration Form.
 - 6.12 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued Vote by Mail Kits will be maintained by the Returning Officer. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on October 26, 2026 up to 8 p.m.
 - 6.13 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.
 - 6.14 The sealed inner Ballot Secrecy Envelopes will be sorted according to school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On October 26, 2026, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the Civic Centre, as designated by the Returning Officer.
 - 6.15 Ballots received by the Returning Officer after 8 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

7 Rejection of Ballots

- 7.1 In addition to rejecting cast ballots for violations of the Act, the following conditions will also cause a ballot to be considered rejected if:
- 7.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.
 - 7.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.
 - 7.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.
 - 7.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.
 - 7.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.
- 7.2 In addition to rejecting cast ballots for violations of the Act, the following condition will cause a Ballot to be considered "Used but Unmarked" if, upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains a ballot which has not been marked.

8 Counting Procedures

- 8.1 A meeting room in the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.
- 8.2 The doors to the Ballot Counting Centre will be locked at 8 p.m. on October 26, 2026 and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Ballot Counting Centre after 8 p.m. will not be permitted to return.
- 8.3 The Ballot Counting Centre will be designated as a non-smoking area.
- 8.4 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by an Election Official.
- 8.5 No campaign material will be allowed within the Ballot Counting Centre.
- 8.6 Prior to 8 p.m. on October 26, 2026, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on October 26, 2026, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

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- 8.7 After 8 p.m. on October 26, 2026, the sealed ballot boxes will be opened. Inside each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results taken. Ballot Secrecy Envelopes will already have been sorted according to school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twenty-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.
- 8.8 In the event that a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.
- 8.9 The Deputy Returning Officer and Election Official shall count the ballots in the following order:
 - 8.9.1 English Language Public School Trustee
 - 8.9.2 English Language Separate School Trustee
 - 8.9.3 French Language Public School Trustee
 - 8.9.4 French Language Separate School Trustee
 - 8.9.5 Sault Ste. Marie District Social Service Administration Board
- 8.10 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.
- 8.11 All UNUSED ballots will be placed in the envelope provided with the Ballot Box. The numbers of USED envelopes will be noted on the envelope.
- 8.12 All REJECTED, CANCELLED, and DECLINED ballots will be placed in the envelope provided with the ballot box. The number of REJECTED, CANCELLED, and DECLINED ballots will be noted on the envelope.
- 8.13 After the completion of the count of each counting station, a Statement of Results for that ward/school board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count.
- 8.14 The original Statement of Results will be provided to the Election Official for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by ward/school board in a secure place under the control of the Returning Officer.
- 8.15 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

9 Tabulation of Results

- 9.1 Tabulation of the Statements of Results will be conducted at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

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- 9.2 Tabulation of results for each elected position will be calculated and posted as the information is received from the Ballot Counting Centre.
- 9.3 The initial results will be unofficial.
- 9.4 As the duplicate copy of the Statement of Results from each bundle of votes counted is recorded, these results will be entered and once certified by the Returning Officer, will be the official results.

10 Security of the Ballot Prior to Voting

- 10.1 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.
- 10.2 DataFix will mail a ballot to each person identified on the Revised Voters List as of September 14, 2026 and the number of ballots used will be forwarded to the Returning Officer.
- 10.3 The Returning Officer will receive additional ballots for each school board from DataFix in order to mail ballots after September 14, 2026.
- 10.4 The number of ballots distributed by the Returning Officer to eligible electors after September 28, 2026 will be recorded.
- 10.5 If the Returning Officer runs out of ballots printed by DataFix, as many ballots as deemed necessary may be photocopied. The Returning Officer shall initial the back of such ballots. The number of ballots copied and initialled will be recorded.

11 Security of the Ballot During and After the Vote

- 11.1 Upon receiving the prepaid yellow Election Return Envelope by mail or from the Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by school board. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packages of twenty-five (25).
- 11.2 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the City Clerk's vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate ballot box shall be maintained on Voting Day at the Ballot Return Station from 10 a.m. to 8 p.m. After 8 p.m. on Voting Day, the Voting Day box shall be sealed and initialled by the Returning Officer or designate and delivered to the Ballot Counting Centre. At the close of voting at 8 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day shall be opened and counted.
- 11.3 The ballot boxes, once sealed, will be transported to the Ballot Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

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11.4 After the count, each bundle of ballots and the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

12 Form of Ballot

12.1 The form of ballot may be a composite ballot.

13 Scrutineers

13.1 Each Candidate may appoint, in writing, scrutineers to be present during the voting, which may take place at the Ballot Return Station and during the counting of ballots at the Ballot Counting Centre. At the Ballot Counting Centre, a scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon submission of their written appointment. Only one scrutineer per candidate may be present at one time at each of the tables.

13.2 All scrutineers must comply with the procedures set out on their Appointment Form.

14 Emergencies

14.1 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements they deem necessary for the conduct of the election.

15 Amendments to this Document

15.1 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security. The Returning Officer's ruling on any interpretation of this document is final.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-46

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Huron Superior Catholic District School Board to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and Huron Superior Catholic District School Board, a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Service Agreement

This agreement is made this day of , 2026.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "City")

and

HURON SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD (the "HSCDSB")

WHEREAS the HSCDSB conducts the election of trustees within the unorganized areas (areas without municipal organization), including: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, North Shore Locality and Sault Locality.

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act*, 1996, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the HSCDSB has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees the HSCDSB within the unorganized areas, including: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, North Shore Locality and Sault Locality in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "1" to this Agreement (collectively referred to as the "Services").
2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.
3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for the HSCDSB within the unorganized areas, including: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, North Shore Locality and Sault Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the HSCDSB for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 15th day of April 2026 and shall conclude on the 30th day of October 2027 (the "Term").
6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the HSCDSB.

LIMITED LIABILITY AND RELEASE

7. The HSCDSB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the HSCDSB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the HSCDSB or to anyone for whom the HSCDSB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the HSCDSB or any of the HSCDSB's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The HSCDSB will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the HSCDSB by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Rachel Tyczinski, City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Fil Lettieri, Director
Huron Superior Catholic District School Board
90 Ontario Avenue

GENERAL PROVISIONS

- 10. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.
- 11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
- 12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
- 13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 15th day of April 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski
We have authority to bind the Corporation.

HURON SUPERIOR CATHOLIC DISTRICT SCHOOL BOARD

Per:

Name:
Position:
I have authority to bind the HSCDSB.

Schedule “1”

**City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization**

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City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1 Definitions

- 1.1 *Act* – means the *Municipal Elections Act, 1996*, as amended.
- 1.2 *Ballot* – means the paper used by an elector to mark their vote or vote(s) for the office of school board trustee and (if applicable) in accordance with section 41 of the Act.
- 1.3 *Ballot Box* – means an apparatus in which marked ballots are received and transferred from the Ballot Return Station to the vault in the City Clerk’s Office and to the Ballot Counting Centre.
- 1.4 *Ballot Return Station* – means the location in which a drop box is located for the collection of return Vote by Mail envelopes. For the purpose of the 2026 Municipal Election, this location shall be the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie.
- 1.5 *Candidate* – means a person who has been nominated under section 33 of the Act.
- 1.6 *Close of Voting* – means the end of voting hours as prescribed in the Act which states that voting locations shall remain open until 8 p.m. on Voting Day. In accordance with the Act, an elector within the voting location at the close of voting is entitled to cast their ballot.
- 1.7 *Election Period* – means the period beginning when the Vote by Mail kits, ballots, and supplies are delivered to City Hall and ends on Voting Day. For the purposes of the 2026 Municipal Election, this period will be from July 2026 to October 26, 2026.
- 1.8 *Elector* – means a person who is entitled to be an elector if they reside in the Algoma District or is the owner or tenant of land, or the spouse of the such owner or tenant; is a Canadian citizen; is at least 18 years old; and is not prohibited from voting under the Act or otherwise by law as specified in section 17 of the Act.
- 1.9 *Returning Officer* – means the City Clerk of the City of Sault Ste. Marie.
- 1.10 *Scrutineer* – means an individual, appointed in writing by a certified Candidate, to represent them during the voting process.
- 1.11 *Vote by Mail Kit* – means the package forwarded to the elector consisting of the following items:
 - Voter Instruction Sheet
 - Ballot (composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Any other necessary material as the City Clerk determines
- 1.12 *Vote by Mail Period* – means the time period in which special Vote by Mail Ballots may be acted upon by Election Officials and Voters. For the 2026 Municipal Election, this time period is Thursday, October 1, 2026– Monday, October 26, 2026 until 8 p.m.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1.13 *Voting Day* – means the day on which the final vote is to be taken in an election. For the purposes of the 2026 Municipal Election, this day is Monday, October 26, 2026.

2 Election Personnel

2.1 The Secretary of the School Board is responsible to conduct elections of members of the board. The Act applies as if the Secretary were the Clerk, the board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Clerk is to establish the procedures and rules as authorized and approved in accordance with the Act, and to interpret the procedures and rules except as varied by a Court.

2.2 The Clerk may appoint in writing a Returning Officer and such other officials as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

2.3 Written appointments and delegation of duties of Deputy Returning Officers (DROs) and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the Act.

2.4 The City Clerk of the City of Sault Ste. Marie is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2026 municipal election in: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Central Algoma Locality, North Shore Locality and Sault Locality.

3 Notices

3.1 Notice of Revision of the Voters List is to be published and posted before the date specified by the Returning Officer. The revision period is from September 1, 2026 to the close of voting on Voting Day, Monday, October 26, 2026 at 8 p.m.

3.2 Notice of Nomination is to be published and posted before Nomination Day. Nomination period will be consistent with municipal elections (May 1, 2026 until August 21, 2026 at 2 p.m.).

4 Ballot Return Station

4.1 The Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6 shall be established as a Ballot Return Station and shall be open as follows:

Monday to Friday from 8:30 a.m. to 4:30 p.m. until Friday, October 23, 2026

Closed Thanksgiving Monday, October 12, 2026

Monday, October 26, 2026 only – 10 a.m. to 8 p.m.

5 Revision of Voters List Procedure

5.1 The period for revisions to the Voters list is from September 1, 2026 until the close of voting on October 26, 2026. An elector, upon application in writing on the

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the Voters List.

- 5.2 Applications to remove another person's name from the Voters List must be made in writing on the appropriate form established by the Clerk.
- 5.3 Revisions to the Voters List will be conducted at the Clerk's Office during regular office hours (Monday to Friday, 8:30 a.m. to 4:30 p.m. except as varied in paragraph 3.1).
- 5.4 Electors added to the Voters List up to September 14, 2026 will receive their Vote by Mail Kit by mail from DataFix.
- 5.5 Electors added to the Voters List from September 14, 2026, to October 26, 2026 may pick up their Vote by Mail Kit at the Ballot Return Station at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- 5.6 Electors may deliver their ballot to the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

6 Vote by Mail Procedure

- 6.1 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on October 26, 2026 at 8 p.m.
- 6.2 The Vote by Mail Kit shall consist of:
 - Voter Instruction Sheet
 - Ballot (Composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Such other material as the Clerk may determine
- 6.3 The Returning Officer, during the week of September 28, 2026, shall cause to be mailed to every elector who had qualified to be on the Voters List by September 14, 2026, a Vote by Mail Kit to the elector's address as shown on the Voters List.
- 6.4 If a qualified elector does not receive a Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending at the Ballot Return Station after October 15, 2026. The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement and a new Vote by Mail Kit will be issued. It shall be noted on the Voters List that the elector/agent was issued a new Vote by Mail Kit.
- 6.5 Upon receipt of the Vote by Mail Kit, the elector shall:
 - complete the ballot
 - place the ballot in the white Ballot Secrecy Envelope and seal the envelope
 - sign the Voter Declaration Form
 - place the Voter Declaration Form along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope

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- seal the yellow envelope.
- 6.6 If an elector requires assistance in voting, they may make their mark (i.e. an "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form.
 - 6.7 The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station. Envelopes mailed in Canada are prepaid.
 - 6.8 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is October 15, 2026 by 4 pm. Following this date, electors are encouraged to deposit their Return Voting Envelope at the Ballot Return Station on or before Monday, October 26, 2026 by 8 pm.
 - 6.9 Election Return Envelopes deposited at the Ballot Return Station until October 26, 2026 by 8 p.m. will be considered as having been mailed.
 - 6.10 Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:
 - 6.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations will be COUNTED
 - 6.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes will be REJECTED.
 - 6.11 Each day as Election Return Envelopes are received, either by mail or at the Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters List by striking through the name of the elector and assigning a number beside the elector's name on both the Voters List and the elector's Declaration Form.
 - 6.12 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued Vote by Mail Kits will be maintained by the Returning Officer. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on October 26, 2026 up to 8 p.m.
 - 6.13 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.
 - 6.14 The sealed inner Ballot Secrecy Envelopes will be sorted according to school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On October 26, 2026, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the Civic Centre, as designated by the Returning Officer.
 - 6.15 Ballots received by the Returning Officer after 8 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

7 Rejection of Ballots

- 7.1 In addition to rejecting cast ballots for violations of the Act, the following conditions will also cause a ballot to be considered rejected if:
- 7.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.
 - 7.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.
 - 7.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.
 - 7.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.
 - 7.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.
- 7.2 In addition to rejecting cast ballots for violations of the Act, the following condition will cause a Ballot to be considered "Used but Unmarked" if, upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains a ballot which has not been marked.

8 Counting Procedures

- 8.1 A meeting room in the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.
- 8.2 The doors to the Ballot Counting Centre will be locked at 8 p.m. on October 26, 2026 and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Ballot Counting Centre after 8 p.m. will not be permitted to return.
- 8.3 The Ballot Counting Centre will be designated as a non-smoking area.
- 8.4 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by an Election Official.
- 8.5 No campaign material will be allowed within the Ballot Counting Centre.
- 8.6 Prior to 8 p.m. on October 26, 2026, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on October 26, 2026, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

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- 8.7 After 8 p.m. on October 26, 2026, the sealed ballot boxes will be opened. Inside each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results taken. Ballot Secrecy Envelopes will already have been sorted according to school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twenty-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.
- 8.8 In the event that a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.
- 8.9 The Deputy Returning Officer and Election Official shall count the ballots in the following order:
 - 8.9.1 English Language Public School Trustee
 - 8.9.2 English Language Separate School Trustee
 - 8.9.3 French Language Public School Trustee
 - 8.9.4 French Language Separate School Trustee
 - 8.9.5 Sault Ste. Marie District Social Service Administration Board
- 8.10 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.
- 8.11 All UNUSED ballots will be placed in the envelope provided with the Ballot Box. The numbers of USED envelopes will be noted on the envelope.
- 8.12 All REJECTED, CANCELLED, and DECLINED ballots will be placed in the envelope provided with the ballot box. The number of REJECTED, CANCELLED, and DECLINED ballots will be noted on the envelope.
- 8.13 After the completion of the count of each counting station, a Statement of Results for that ward/school board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count.
- 8.14 The original Statement of Results will be provided to the Election Official for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by ward/school board in a secure place under the control of the Returning Officer.
- 8.15 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

9 Tabulation of Results

- 9.1 Tabulation of the Statements of Results will be conducted at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

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- 9.2 Tabulation of results for each elected position will be calculated and posted as the information is received from the Ballot Counting Centre.
- 9.3 The initial results will be unofficial.
- 9.4 As the duplicate copy of the Statement of Results from each bundle of votes counted is recorded, these results will be entered and once certified by the Returning Officer, will be the official results.

10 Security of the Ballot Prior to Voting

- 10.1 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.
- 10.2 DataFix will mail a ballot to each person identified on the Revised Voters List as of September 14, 2026 and the number of ballots used will be forwarded to the Returning Officer.
- 10.3 The Returning Officer will receive additional ballots for each school board from DataFix in order to mail ballots after September 14, 2026.
- 10.4 The number of ballots distributed by the Returning Officer to eligible electors after September 28, 2026 will be recorded.
- 10.5 If the Returning Officer runs out of ballots printed by DataFix, as many ballots as deemed necessary may be photocopied. The Returning Officer shall initial the back of such ballots. The number of ballots copied and initialled will be recorded.

11 Security of the Ballot During and After the Vote

- 11.1 Upon receiving the prepaid yellow Election Return Envelope by mail or from the Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by school board. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packages of twenty-five (25).
- 11.2 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the City Clerk's vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate ballot box shall be maintained on Voting Day at the Ballot Return Station from 10 a.m. to 8 p.m. After 8 p.m. on Voting Day, the Voting Day box shall be sealed and initialled by the Returning Officer or designate and delivered to the Ballot Counting Centre. At the close of voting at 8 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day shall be opened and counted.
- 11.3 The ballot boxes, once sealed, will be transported to the Ballot Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

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11.4 After the count, each bundle of ballots and the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

12 Form of Ballot

12.1 The form of ballot may be a composite ballot.

13 Scrutineers

13.1 Each Candidate may appoint, in writing, scrutineers to be present during the voting, which may take place at the Ballot Return Station and during the counting of ballots at the Ballot Counting Centre. At the Ballot Counting Centre, a scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon submission of their written appointment. Only one scrutineer per candidate may be present at one time at each of the tables.

13.2 All scrutineers must comply with the procedures set out on their Appointment Form.

14 Emergencies

14.1 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements they deem necessary for the conduct of the election.

15 Amendments to this Document

15.1 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security. The Returning Officer's ruling on any interpretation of this document is final.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-47

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Conseil Scolaire Public Du Grand Nord de l'Ontario to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and Conseil Scolaire Public Du Grand Nord de l'Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Service Agreement

This agreement is made this day of , 2026.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "City")

and

CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'ONTARIO (the "CSPGNO")

WHEREAS the CSPGNO conducts the election of trustees within the unorganized areas (areas without municipal organization), including: Chapleau Locality, Missanabie, North Shore Locality and Sault Locality;

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act*, 1996, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the CSPGNO has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees the CSPGNO within the unorganized areas, including Chapleau Locality, Missanabie, North Shore Locality and Sault Locality in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "A" to this Agreement (collectively referred to as the "Services").
2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.
3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for the CSPGNO within the unorganized areas, including Chapleau Locality, Missanabie, North Shore Locality and Sault Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the CSPGNO for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 15th day of April 2026 and shall conclude on the 30th day of October 2027 (the "Term").
6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the CSPGNO.

LIMITED LIABILITY AND RELEASE

7. The CSPGNO hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the CSPGNO further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the CSPGNO or to anyone for whom the CSPGNO may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the CSPGNO or any of the CSPGNO's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The CSPGNO will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the CSPGNO by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Rachel Tyczinski, City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Carl Dussault, Director, Conseil scolaire public du Grand Nord de l'Ontario
296 Van Horne Street
Sudbury ON P3B 1H9

GENERAL PROVISIONS

10. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The

parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the day of 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski

We have authority to bind the Corporation.

CONSEIL SCOLAIRE PUBLIC DU GRAND NORD DE L'ONTARIO

Per:

Name:

Position:

I have authority to bind the CSPGNO.

Schedule “1”

**City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization**

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1 Definitions

- 1.1 *Act* – means the *Municipal Elections Act, 1996*, as amended.
- 1.2 *Ballot* – means the paper used by an elector to mark their vote or vote(s) for the office of school board trustee and (if applicable) in accordance with section 41 of the Act.
- 1.3 *Ballot Box* – means an apparatus in which marked ballots are received and transferred from the Ballot Return Station to the vault in the City Clerk’s Office and to the Ballot Counting Centre.
- 1.4 *Ballot Return Station* – means the location in which a drop box is located for the collection of return Vote by Mail envelopes. For the purpose of the 2026 Municipal Election, this location shall be the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie.
- 1.5 *Candidate* – means a person who has been nominated under section 33 of the Act.
- 1.6 *Close of Voting* – means the end of voting hours as prescribed in the Act which states that voting locations shall remain open until 8 p.m. on Voting Day. In accordance with the Act, an elector within the voting location at the close of voting is entitled to cast their ballot.
- 1.7 *Election Period* – means the period beginning when the Vote by Mail kits, ballots, and supplies are delivered to City Hall and ends on Voting Day. For the purposes of the 2026 Municipal Election, this period will be from July 2026 to October 26, 2026.
- 1.8 *Elector* – means a person who is entitled to be an elector if they reside in the Algoma District or is the owner or tenant of land, or the spouse of the such owner or tenant; is a Canadian citizen; is at least 18 years old; and is not prohibited from voting under the Act or otherwise by law as specified in section 17 of the Act.
- 1.9 *Returning Officer* – means the City Clerk of the City of Sault Ste. Marie.
- 1.10 *Scrutineer* – means an individual, appointed in writing by a certified Candidate, to represent them during the voting process.
- 1.11 *Vote by Mail Kit* – means the package forwarded to the elector consisting of the following items:
 - Voter Instruction Sheet
 - Ballot (composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Any other necessary material as the City Clerk determines
- 1.12 *Vote by Mail Period* – means the time period in which special Vote by Mail Ballots may be acted upon by Election Officials and Voters. For the 2026 Municipal Election, this time period is Thursday, October 1, 2026– Monday, October 26, 2026 until 8 p.m.

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1.13 *Voting Day* – means the day on which the final vote is to be taken in an election. For the purposes of the 2026 Municipal Election, this day is Monday, October 26, 2026.

2 Election Personnel

2.1 The Secretary of the School Board is responsible to conduct elections of members of the board. The Act applies as if the Secretary were the Clerk, the board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Clerk is to establish the procedures and rules as authorized and approved in accordance with the Act, and to interpret the procedures and rules except as varied by a Court.

2.2 The Clerk may appoint in writing a Returning Officer and such other officials as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

2.3 Written appointments and delegation of duties of Deputy Returning Officers (DROs) and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the Act.

2.4 The City Clerk of the City of Sault Ste. Marie is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2026 municipal election in: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Central Algoma Locality, North Shore Locality and Sault Locality.

3 Notices

3.1 Notice of Revision of the Voters List is to be published and posted before the date specified by the Returning Officer. The revision period is from September 1, 2026 to the close of voting on Voting Day, Monday, October 26, 2026 at 8 p.m.

3.2 Notice of Nomination is to be published and posted before Nomination Day. Nomination period will be consistent with municipal elections (May 1, 2026 until August 21, 2026 at 2 p.m.).

4 Ballot Return Station

4.1 The Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6 shall be established as a Ballot Return Station and shall be open as follows:

Monday to Friday from 8:30 a.m. to 4:30 p.m. until Friday, October 23, 2026

Closed Thanksgiving Monday, October 12, 2026

Monday, October 26, 2026 only – 10 a.m. to 8 p.m.

5 Revision of Voters List Procedure

5.1 The period for revisions to the Voters list is from September 1, 2026 until the close of voting on October 26, 2026. An elector, upon application in writing on the

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the Voters List.

- 5.2 Applications to remove another person's name from the Voters List must be made in writing on the appropriate form established by the Clerk.
- 5.3 Revisions to the Voters List will be conducted at the Clerk's Office during regular office hours (Monday to Friday, 8:30 a.m. to 4:30 p.m. except as varied in paragraph 3.1).
- 5.4 Electors added to the Voters List up to September 14, 2026 will receive their Vote by Mail Kit by mail from DataFix.
- 5.5 Electors added to the Voters List from September 14, 2026, to October 26, 2026 may pick up their Vote by Mail Kit at the Ballot Return Station at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- 5.6 Electors may deliver their ballot to the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

6 Vote by Mail Procedure

- 6.1 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on October 26, 2026 at 8 p.m.
- 6.2 The Vote by Mail Kit shall consist of:
 - Voter Instruction Sheet
 - Ballot (Composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Such other material as the Clerk may determine
- 6.3 The Returning Officer, during the week of September 28, 2026, shall cause to be mailed to every elector who had qualified to be on the Voters List by September 14, 2026, a Vote by Mail Kit to the elector's address as shown on the Voters List.
- 6.4 If a qualified elector does not receive a Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending at the Ballot Return Station after October 15, 2026. The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement and a new Vote by Mail Kit will be issued. It shall be noted on the Voters List that the elector/agent was issued a new Vote by Mail Kit.
- 6.5 Upon receipt of the Vote by Mail Kit, the elector shall:
 - complete the ballot
 - place the ballot in the white Ballot Secrecy Envelope and seal the envelope
 - sign the Voter Declaration Form
 - place the Voter Declaration Form along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope

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- seal the yellow envelope.
- 6.6 If an elector requires assistance in voting, they may make their mark (i.e. an "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form.
 - 6.7 The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station. Envelopes mailed in Canada are prepaid.
 - 6.8 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is October 15, 2026 by 4 pm. Following this date, electors are encouraged to deposit their Return Voting Envelope at the Ballot Return Station on or before Monday, October 26, 2026 by 8 pm.
 - 6.9 Election Return Envelopes deposited at the Ballot Return Station until October 26, 2026 by 8 p.m. will be considered as having been mailed.
 - 6.10 Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:
 - 6.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations will be COUNTED
 - 6.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes will be REJECTED.
 - 6.11 Each day as Election Return Envelopes are received, either by mail or at the Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters List by striking through the name of the elector and assigning a number beside the elector's name on both the Voters List and the elector's Declaration Form.
 - 6.12 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued Vote by Mail Kits will be maintained by the Returning Officer. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on October 26, 2026 up to 8 p.m.
 - 6.13 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.
 - 6.14 The sealed inner Ballot Secrecy Envelopes will be sorted according to school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On October 26, 2026, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the Civic Centre, as designated by the Returning Officer.
 - 6.15 Ballots received by the Returning Officer after 8 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

7 Rejection of Ballots

- 7.1 In addition to rejecting cast ballots for violations of the Act, the following conditions will also cause a ballot to be considered rejected if:
- 7.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.
 - 7.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.
 - 7.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.
 - 7.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.
 - 7.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.
- 7.2 In addition to rejecting cast ballots for violations of the Act, the following condition will cause a Ballot to be considered "Used but Unmarked" if, upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains a ballot which has not been marked.

8 Counting Procedures

- 8.1 A meeting room in the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.
- 8.2 The doors to the Ballot Counting Centre will be locked at 8 p.m. on October 26, 2026 and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Ballot Counting Centre after 8 p.m. will not be permitted to return.
- 8.3 The Ballot Counting Centre will be designated as a non-smoking area.
- 8.4 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by an Election Official.
- 8.5 No campaign material will be allowed within the Ballot Counting Centre.
- 8.6 Prior to 8 p.m. on October 26, 2026, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on October 26, 2026, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

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in Territories Without Municipal Organization

- 8.7 After 8 p.m. on October 26, 2026, the sealed ballot boxes will be opened. Inside each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results taken. Ballot Secrecy Envelopes will already have been sorted according to school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twenty-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.
- 8.8 In the event that a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.
- 8.9 The Deputy Returning Officer and Election Official shall count the ballots in the following order:
 - 8.9.1 English Language Public School Trustee
 - 8.9.2 English Language Separate School Trustee
 - 8.9.3 French Language Public School Trustee
 - 8.9.4 French Language Separate School Trustee
 - 8.9.5 Sault Ste. Marie District Social Service Administration Board
- 8.10 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.
- 8.11 All UNUSED ballots will be placed in the envelope provided with the Ballot Box. The numbers of USED envelopes will be noted on the envelope.
- 8.12 All REJECTED, CANCELLED, and DECLINED ballots will be placed in the envelope provided with the ballot box. The number of REJECTED, CANCELLED, and DECLINED ballots will be noted on the envelope.
- 8.13 After the completion of the count of each counting station, a Statement of Results for that ward/school board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count.
- 8.14 The original Statement of Results will be provided to the Election Official for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by ward/school board in a secure place under the control of the Returning Officer.
- 8.15 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

9 Tabulation of Results

- 9.1 Tabulation of the Statements of Results will be conducted at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

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- 9.2 Tabulation of results for each elected position will be calculated and posted as the information is received from the Ballot Counting Centre.
- 9.3 The initial results will be unofficial.
- 9.4 As the duplicate copy of the Statement of Results from each bundle of votes counted is recorded, these results will be entered and once certified by the Returning Officer, will be the official results.

10 Security of the Ballot Prior to Voting

- 10.1 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.
- 10.2 DataFix will mail a ballot to each person identified on the Revised Voters List as of September 14, 2026 and the number of ballots used will be forwarded to the Returning Officer.
- 10.3 The Returning Officer will receive additional ballots for each school board from DataFix in order to mail ballots after September 14, 2026.
- 10.4 The number of ballots distributed by the Returning Officer to eligible electors after September 28, 2026 will be recorded.
- 10.5 If the Returning Officer runs out of ballots printed by DataFix, as many ballots as deemed necessary may be photocopied. The Returning Officer shall initial the back of such ballots. The number of ballots copied and initialled will be recorded.

11 Security of the Ballot During and After the Vote

- 11.1 Upon receiving the prepaid yellow Election Return Envelope by mail or from the Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by school board. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packages of twenty-five (25).
- 11.2 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the City Clerk's vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate ballot box shall be maintained on Voting Day at the Ballot Return Station from 10 a.m. to 8 p.m. After 8 p.m. on Voting Day, the Voting Day box shall be sealed and initialled by the Returning Officer or designate and delivered to the Ballot Counting Centre. At the close of voting at 8 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day shall be opened and counted.
- 11.3 The ballot boxes, once sealed, will be transported to the Ballot Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

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11.4 After the count, each bundle of ballots and the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

12 Form of Ballot

12.1 The form of ballot may be a composite ballot.

13 Scrutineers

13.1 Each Candidate may appoint, in writing, scrutineers to be present during the voting, which may take place at the Ballot Return Station and during the counting of ballots at the Ballot Counting Centre. At the Ballot Counting Centre, a scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon submission of their written appointment. Only one scrutineer per candidate may be present at one time at each of the tables.

13.2 All scrutineers must comply with the procedures set out on their Appointment Form.

14 Emergencies

14.1 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements they deem necessary for the conduct of the election.

15 Amendments to this Document

15.1 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security. The Returning Officer's ruling on any interpretation of this document is final.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-48

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and Conseil Scolaire de District Catholique du Nouvel-Ontario, a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct elections under their jurisdiction in territories without municipal organization in the Algoma District.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Service Agreement

This agreement is made this day of , 2026.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "City")

and

CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU NOUVEL-ONTARIO (the
"CSDCNO")

WHEREAS the CSDCNO conducts the election of trustees within the unorganized areas (areas without municipal organization), including: Chapleau Locality, Missanabie, North Shore Locality and Sault Locality.

AND WHEREAS pursuant to section 15(2) of the *Municipal Elections Act*, 1996, S.O. 1996, c. 32 (the "Act") the clerk may delegate to a deputy returning officer or other election official any of the clerk's powers and duties in relation to an election, as he or she considers necessary, and further pursuant to section 15(3) the clerk may continue to exercise the delegated powers and duties, despite the delegation;

AND WHEREAS the CSDCNO has approached the City to request consideration of the City taking over the election administration role for the above-referenced localities on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of trustees for the CSDCNO within the unorganized areas, including Chapleau Locality, Missanabie, North Shore Locality and Sault Locality, in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "1" to this Agreement (collectively referred to as the "Services").
2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.
3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for all school board within the unorganized areas, including Chapleau Locality, Missanabie, North Shore Locality and Sault Locality.

COST OF SERVICES

4. The City shall receive full reimbursement from the CSDCNO for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 15th day of April 2026 and shall conclude on the 30th day of October 2027 (the "Term").
6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the CSDCNO.

LIMITED LIABILITY AND RELEASE

7. The CSDCNO hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the CSDCNO further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the CSDCNO or to anyone for whom the CSDCNO may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the CSDCNO or any of the CSDCNO's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional act of the City.

INDEMNITY

8. The CSDCNO will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the CSDCNO by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Rachel Tyczinski, City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Maryse Barrette, Surintendante d'affaires et de finances
Conseil scolaire de district catholique du Nouvel-Ontario
201 rue Jogues
Sudbury ON P3C 5L7

GENERAL PROVISIONS

10. This agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the day of 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski

We have authority to bind the Corporation.

CONSEIL SCOLAIRE DE DISTRICT CATHOLIQUE DU NOUVEL-ONTARIO

Per:

Name:

Position:

I have authority to bind the CSDCNO.

Schedule “1”

**City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization**

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City of Sault Ste. Marie Vote by Mail Procedure
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1 Definitions

- 1.1 *Act* – means the *Municipal Elections Act, 1996*, as amended.
- 1.2 *Ballot* – means the paper used by an elector to mark their vote or vote(s) for the office of school board trustee and (if applicable) in accordance with section 41 of the Act.
- 1.3 *Ballot Box* – means an apparatus in which marked ballots are received and transferred from the Ballot Return Station to the vault in the City Clerk’s Office and to the Ballot Counting Centre.
- 1.4 *Ballot Return Station* – means the location in which a drop box is located for the collection of return Vote by Mail envelopes. For the purpose of the 2026 Municipal Election, this location shall be the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie.
- 1.5 *Candidate* – means a person who has been nominated under section 33 of the Act.
- 1.6 *Close of Voting* – means the end of voting hours as prescribed in the Act which states that voting locations shall remain open until 8 p.m. on Voting Day. In accordance with the Act, an elector within the voting location at the close of voting is entitled to cast their ballot.
- 1.7 *Election Period* – means the period beginning when the Vote by Mail kits, ballots, and supplies are delivered to City Hall and ends on Voting Day. For the purposes of the 2026 Municipal Election, this period will be from July 2026 to October 26, 2026.
- 1.8 *Elector* – means a person who is entitled to be an elector if they reside in the Algoma District or is the owner or tenant of land, or the spouse of the such owner or tenant; is a Canadian citizen; is at least 18 years old; and is not prohibited from voting under the Act or otherwise by law as specified in section 17 of the Act.
- 1.9 *Returning Officer* – means the City Clerk of the City of Sault Ste. Marie.
- 1.10 *Scrutineer* – means an individual, appointed in writing by a certified Candidate, to represent them during the voting process.
- 1.11 *Vote by Mail Kit* – means the package forwarded to the elector consisting of the following items:
 - Voter Instruction Sheet
 - Ballot (composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Any other necessary material as the City Clerk determines
- 1.12 *Vote by Mail Period* – means the time period in which special Vote by Mail Ballots may be acted upon by Election Officials and Voters. For the 2026 Municipal Election, this time period is Thursday, October 1, 2026– Monday, October 26, 2026 until 8 p.m.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1.13 *Voting Day* – means the day on which the final vote is to be taken in an election. For the purposes of the 2026 Municipal Election, this day is Monday, October 26, 2026.

2 Election Personnel

2.1 The Secretary of the School Board is responsible to conduct elections of members of the board. The Act applies as if the Secretary were the Clerk, the board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Clerk is to establish the procedures and rules as authorized and approved in accordance with the Act, and to interpret the procedures and rules except as varied by a Court.

2.2 The Clerk may appoint in writing a Returning Officer and such other officials as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

2.3 Written appointments and delegation of duties of Deputy Returning Officers (DROs) and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the Act.

2.4 The City Clerk of the City of Sault Ste. Marie is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2026 municipal election in: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Central Algoma Locality, North Shore Locality and Sault Locality.

3 Notices

3.1 Notice of Revision of the Voters List is to be published and posted before the date specified by the Returning Officer. The revision period is from September 1, 2026 to the close of voting on Voting Day, Monday, October 26, 2026 at 8 p.m.

3.2 Notice of Nomination is to be published and posted before Nomination Day. Nomination period will be consistent with municipal elections (May 1, 2026 until August 21, 2026 at 2 p.m.).

4 Ballot Return Station

4.1 The Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6 shall be established as a Ballot Return Station and shall be open as follows:

Monday to Friday from 8:30 a.m. to 4:30 p.m. until Friday, October 23, 2026

Closed Thanksgiving Monday, October 12, 2026

Monday, October 26, 2026 only – 10 a.m. to 8 p.m.

5 Revision of Voters List Procedure

5.1 The period for revisions to the Voters list is from September 1, 2026 until the close of voting on October 26, 2026. An elector, upon application in writing on the

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appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the Voters List.

- 5.2 Applications to remove another person's name from the Voters List must be made in writing on the appropriate form established by the Clerk.
- 5.3 Revisions to the Voters List will be conducted at the Clerk's Office during regular office hours (Monday to Friday, 8:30 a.m. to 4:30 p.m. except as varied in paragraph 3.1).
- 5.4 Electors added to the Voters List up to September 14, 2026 will receive their Vote by Mail Kit by mail from DataFix.
- 5.5 Electors added to the Voters List from September 14, 2026, to October 26, 2026 may pick up their Vote by Mail Kit at the Ballot Return Station at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- 5.6 Electors may deliver their ballot to the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

6 Vote by Mail Procedure

- 6.1 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on October 26, 2026 at 8 p.m.
- 6.2 The Vote by Mail Kit shall consist of:
 - Voter Instruction Sheet
 - Ballot (Composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Such other material as the Clerk may determine
- 6.3 The Returning Officer, during the week of September 28, 2026, shall cause to be mailed to every elector who had qualified to be on the Voters List by September 14, 2026, a Vote by Mail Kit to the elector's address as shown on the Voters List.
- 6.4 If a qualified elector does not receive a Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending at the Ballot Return Station after October 15, 2026. The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement and a new Vote by Mail Kit will be issued. It shall be noted on the Voters List that the elector/agent was issued a new Vote by Mail Kit.
- 6.5 Upon receipt of the Vote by Mail Kit, the elector shall:
 - complete the ballot
 - place the ballot in the white Ballot Secrecy Envelope and seal the envelope
 - sign the Voter Declaration Form
 - place the Voter Declaration Form along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope

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- seal the yellow envelope.
- 6.6 If an elector requires assistance in voting, they may make their mark (i.e. an "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form.
 - 6.7 The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station. Envelopes mailed in Canada are prepaid.
 - 6.8 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is October 15, 2026 by 4 pm. Following this date, electors are encouraged to deposit their Return Voting Envelope at the Ballot Return Station on or before Monday, October 26, 2026 by 8 pm.
 - 6.9 Election Return Envelopes deposited at the Ballot Return Station until October 26, 2026 by 8 p.m. will be considered as having been mailed.
 - 6.10 Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:
 - 6.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations will be COUNTED
 - 6.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes will be REJECTED.
 - 6.11 Each day as Election Return Envelopes are received, either by mail or at the Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters List by striking through the name of the elector and assigning a number beside the elector's name on both the Voters List and the elector's Declaration Form.
 - 6.12 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued Vote by Mail Kits will be maintained by the Returning Officer. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on October 26, 2026 up to 8 p.m.
 - 6.13 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.
 - 6.14 The sealed inner Ballot Secrecy Envelopes will be sorted according to school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On October 26, 2026, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the Civic Centre, as designated by the Returning Officer.
 - 6.15 Ballots received by the Returning Officer after 8 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

7 Rejection of Ballots

- 7.1 In addition to rejecting cast ballots for violations of the Act, the following conditions will also cause a ballot to be considered rejected if:
- 7.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.
 - 7.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.
 - 7.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.
 - 7.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.
 - 7.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.
- 7.2 In addition to rejecting cast ballots for violations of the Act, the following condition will cause a Ballot to be considered "Used but Unmarked" if, upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains a ballot which has not been marked.

8 Counting Procedures

- 8.1 A meeting room in the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.
- 8.2 The doors to the Ballot Counting Centre will be locked at 8 p.m. on October 26, 2026 and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Ballot Counting Centre after 8 p.m. will not be permitted to return.
- 8.3 The Ballot Counting Centre will be designated as a non-smoking area.
- 8.4 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by an Election Official.
- 8.5 No campaign material will be allowed within the Ballot Counting Centre.
- 8.6 Prior to 8 p.m. on October 26, 2026, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on October 26, 2026, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

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- 8.7 After 8 p.m. on October 26, 2026, the sealed ballot boxes will be opened. Inside each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results taken. Ballot Secrecy Envelopes will already have been sorted according to school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twenty-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.
- 8.8 In the event that a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.
- 8.9 The Deputy Returning Officer and Election Official shall count the ballots in the following order:
 - 8.9.1 English Language Public School Trustee
 - 8.9.2 English Language Separate School Trustee
 - 8.9.3 French Language Public School Trustee
 - 8.9.4 French Language Separate School Trustee
 - 8.9.5 Sault Ste. Marie District Social Service Administration Board
- 8.10 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.
- 8.11 All UNUSED ballots will be placed in the envelope provided with the Ballot Box. The numbers of USED envelopes will be noted on the envelope.
- 8.12 All REJECTED, CANCELLED, and DECLINED ballots will be placed in the envelope provided with the ballot box. The number of REJECTED, CANCELLED, and DECLINED ballots will be noted on the envelope.
- 8.13 After the completion of the count of each counting station, a Statement of Results for that ward/school board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count.
- 8.14 The original Statement of Results will be provided to the Election Official for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by ward/school board in a secure place under the control of the Returning Officer.
- 8.15 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

9 Tabulation of Results

- 9.1 Tabulation of the Statements of Results will be conducted at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

- 9.2 Tabulation of results for each elected position will be calculated and posted as the information is received from the Ballot Counting Centre.
- 9.3 The initial results will be unofficial.
- 9.4 As the duplicate copy of the Statement of Results from each bundle of votes counted is recorded, these results will be entered and once certified by the Returning Officer, will be the official results.

10 Security of the Ballot Prior to Voting

- 10.1 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.
- 10.2 DataFix will mail a ballot to each person identified on the Revised Voters List as of September 14, 2026 and the number of ballots used will be forwarded to the Returning Officer.
- 10.3 The Returning Officer will receive additional ballots for each school board from DataFix in order to mail ballots after September 14, 2026.
- 10.4 The number of ballots distributed by the Returning Officer to eligible electors after September 28, 2026 will be recorded.
- 10.5 If the Returning Officer runs out of ballots printed by DataFix, as many ballots as deemed necessary may be photocopied. The Returning Officer shall initial the back of such ballots. The number of ballots copied and initialled will be recorded.

11 Security of the Ballot During and After the Vote

- 11.1 Upon receiving the prepaid yellow Election Return Envelope by mail or from the Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by school board. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packages of twenty-five (25).
- 11.2 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the City Clerk's vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate ballot box shall be maintained on Voting Day at the Ballot Return Station from 10 a.m. to 8 p.m. After 8 p.m. on Voting Day, the Voting Day box shall be sealed and initialled by the Returning Officer or designate and delivered to the Ballot Counting Centre. At the close of voting at 8 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day shall be opened and counted.
- 11.3 The ballot boxes, once sealed, will be transported to the Ballot Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

11.4 After the count, each bundle of ballots and the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

12 Form of Ballot

12.1 The form of ballot may be a composite ballot.

13 Scrutineers

13.1 Each Candidate may appoint, in writing, scrutineers to be present during the voting, which may take place at the Ballot Return Station and during the counting of ballots at the Ballot Counting Centre. At the Ballot Counting Centre, a scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon submission of their written appointment. Only one scrutineer per candidate may be present at one time at each of the tables.

13.2 All scrutineers must comply with the procedures set out on their Appointment Form.

14 Emergencies

14.1 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements they deem necessary for the conduct of the election.

15 Amendments to this Document

15.1 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security. The Returning Officer's ruling on any interpretation of this document is final.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-49

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie District Social Services Administration Board to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 13, 2026 between the City and Sault Ste. Marie District Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is to conduct elections under their jurisdictions in territories without municipal organization in the Algoma District.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

Service Agreement

This agreement is made this day of _____, 2026.

Between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "City")

and

SAULT STE. MARIE DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD (the "SSMDSSAB")

WHEREAS the SSMDSSAB is responsible to conduct the election of two members within the unorganized area (area without municipal organization) within the planning area for the Sault North Planning Board;

AND WHEREAS the SSMDSSAB has approached the City to request consideration of the City taking over the election administration role for the above-referenced area on a full recovery cost basis;

AND WHEREAS the City has agreed to provide such service subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants, provisos, and conditions herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SCOPE OF SERVICES

1. The City, namely the City Clerk, shall administer the election of members for the SSMDSSAB within the unorganized area within the planning area for the Sault North Planning Board. in accordance with the Vote by Mail Procedures and Rules (with necessary modifications) attached as Schedule "I" to this Agreement (collectively referred to as the "Services").
2. The said Services shall be performed by duly qualified City employees and delegated persons and such City employees and delegated persons shall be subject to direction from the City only.
3. The City's Compliance Audit Committee will act as the Compliance Audit Committee for the board within the unorganized area within the planning area for the Sault North Planning Board.

COST OF SERVICES

4. The City shall receive full reimbursement from the SSMDSSAB for the direct and indirect costs of providing the Services and such costs shall be quantified at a future date.

TERM

5. This Agreement shall commence on the 15th day of April 2026 and shall conclude on the 27th day of October 2027 (the "Term").

6. The City may terminate this Agreement at any time and for any reason upon one hundred and twenty (120) days written notice of termination to the SSMDSSAB.

LIMITED LIABILITY AND RELEASE

7. The SSMDSSAB hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the SSMDSSAB further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the SSMDSSAB or to anyone for whom the SSMDSSAB may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the SSMDSSAB or any of the SSMDSSAB's agents, employees and contractors in relation to or in connection with the City performing their duties contained herein, except where the action, claim, demand, cost, loss or expense was solely caused by or contributed to by an intentional negligent act of the City.

INDEMNITY

8. The SSMDSSAB will at all times indemnify and hold harmless the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to the SSMDSSAB by the City under the provisions of this Agreement.

NOTICE

9. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Rachel Tyczinski
City Clerk
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Mike Nadeau
Chief Executive Officer
Sault Ste. Marie District Social Services Administration Board
405-390 Bay Street
Sault Ste. Marie ON P6A 5L8

GENERAL PROVISIONS

10. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The

parties hereto attorn to the jurisdiction of the Courts of Ontario. This agreement shall be treated in all respects as an Ontario contract.

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.
12. The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.
13. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 15th day of April, 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Mayor – Matthew Shoemaker

City Clerk – Rachel Tyczinski

We have authority to bind the Corporation.

SAULT STE. MARIE DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

Per:

Name:

Position:

I have authority to bind the SSMDSSAB.

Schedule “1”

**City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization**

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City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1 Definitions

- 1.1 *Act* – means the *Municipal Elections Act, 1996*, as amended.
- 1.2 *Ballot* – means the paper used by an elector to mark their vote or vote(s) for the office of school board trustee and (if applicable) in accordance with section 41 of the Act.
- 1.3 *Ballot Box* – means an apparatus in which marked ballots are received and transferred from the Ballot Return Station to the vault in the City Clerk’s Office and to the Ballot Counting Centre.
- 1.4 *Ballot Return Station* – means the location in which a drop box is located for the collection of return Vote by Mail envelopes. For the purpose of the 2026 Municipal Election, this location shall be the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie.
- 1.5 *Candidate* – means a person who has been nominated under section 33 of the Act.
- 1.6 *Close of Voting* – means the end of voting hours as prescribed in the Act which states that voting locations shall remain open until 8 p.m. on Voting Day. In accordance with the Act, an elector within the voting location at the close of voting is entitled to cast their ballot.
- 1.7 *Election Period* – means the period beginning when the Vote by Mail kits, ballots, and supplies are delivered to City Hall and ends on Voting Day. For the purposes of the 2026 Municipal Election, this period will be from July 2026 to October 26, 2026.
- 1.8 *Elector* – means a person who is entitled to be an elector if they reside in the Algoma District or is the owner or tenant of land, or the spouse of the such owner or tenant; is a Canadian citizen; is at least 18 years old; and is not prohibited from voting under the Act or otherwise by law as specified in section 17 of the Act.
- 1.9 *Returning Officer* – means the City Clerk of the City of Sault Ste. Marie.
- 1.10 *Scrutineer* – means an individual, appointed in writing by a certified Candidate, to represent them during the voting process.
- 1.11 *Vote by Mail Kit* – means the package forwarded to the elector consisting of the following items:
 - Voter Instruction Sheet
 - Ballot (composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Any other necessary material as the City Clerk determines
- 1.12 *Vote by Mail Period* – means the time period in which special Vote by Mail Ballots may be acted upon by Election Officials and Voters. For the 2026 Municipal Election, this time period is Thursday, October 1, 2026– Monday, October 26, 2026 until 8 p.m.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

1.13 *Voting Day* – means the day on which the final vote is to be taken in an election. For the purposes of the 2026 Municipal Election, this day is Monday, October 26, 2026.

2 Election Personnel

2.1 The Secretary of the School Board is responsible to conduct elections of members of the board. The Act applies as if the Secretary were the Clerk, the board were the council of a local municipality, and the locality were the geographic area of a local municipality. The Clerk is to establish the procedures and rules as authorized and approved in accordance with the Act, and to interpret the procedures and rules except as varied by a Court.

2.2 The Clerk may appoint in writing a Returning Officer and such other officials as required to assist in the administration, management, security and control of the election process, including but not limited to revising the Voters List, management and control of the Vote by Mail election system, security of the election, counting of ballots, tabulating results, issuance of notices, and printing of materials.

2.3 Written appointments and delegation of duties of Deputy Returning Officers (DROs) and election officials shall include the authority to require any person to furnish proof of identity or qualifications pursuant to the Act.

2.4 The City Clerk of the City of Sault Ste. Marie is hereby delegated as the official Returning Officer of the Algoma District School Board, the Huron-Superior Catholic District School Board, le Conseil Scolaire de District Catholique du Nouvel-Ontario and le Conseil Scolaire de District Du Grand Nord de L'Ontario for the 2026 municipal election in: Chapleau Locality, Missanabie, Missarenda Locality, Michipicoten Locality, Central Algoma Locality, North Shore Locality and Sault Locality.

3 Notices

3.1 Notice of Revision of the Voters List is to be published and posted before the date specified by the Returning Officer. The revision period is from September 1, 2026 to the close of voting on Voting Day, Monday, October 26, 2026 at 8 p.m.

3.2 Notice of Nomination is to be published and posted before Nomination Day. Nomination period will be consistent with municipal elections (May 1, 2026 until August 21, 2026 at 2 p.m.).

4 Ballot Return Station

4.1 The Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6 shall be established as a Ballot Return Station and shall be open as follows:

Monday to Friday from 8:30 a.m. to 4:30 p.m. until Friday, October 23, 2026

Closed Thanksgiving Monday, October 12, 2026

Monday, October 26, 2026 only – 10 a.m. to 8 p.m.

5 Revision of Voters List Procedure

5.1 The period for revisions to the Voters list is from September 1, 2026 until the close of voting on October 26, 2026. An elector, upon application in writing on the

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

appropriate form established by the Clerk, may have their name added, removed or their information added or amended on the Voters List.

- 5.2 Applications to remove another person's name from the Voters List must be made in writing on the appropriate form established by the Clerk.
- 5.3 Revisions to the Voters List will be conducted at the Clerk's Office during regular office hours (Monday to Friday, 8:30 a.m. to 4:30 p.m. except as varied in paragraph 3.1).
- 5.4 Electors added to the Voters List up to September 14, 2026 will receive their Vote by Mail Kit by mail from DataFix.
- 5.5 Electors added to the Voters List from September 14, 2026, to October 26, 2026 may pick up their Vote by Mail Kit at the Ballot Return Station at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.
- 5.6 Electors may deliver their ballot to the Ballot Return Station by leaving the Ballot Secrecy Envelope with the Returning Officer or designate.

6 Vote by Mail Procedure

- 6.1 The City of Sault Ste. Marie in conjunction with DataFix will provide the Vote by Mail Kit to every person who qualifies to be an elector up to the close of voting on October 26, 2026 at 8 p.m.
- 6.2 The Vote by Mail Kit shall consist of:
 - Voter Instruction Sheet
 - Ballot (Composite if applicable)
 - Ballot Secrecy Envelope
 - Voter Declaration Form
 - Outer Return Envelope (yellow) with prepaid postage
 - Such other material as the Clerk may determine
- 6.3 The Returning Officer, during the week of September 28, 2026, shall cause to be mailed to every elector who had qualified to be on the Voters List by September 14, 2026, a Vote by Mail Kit to the elector's address as shown on the Voters List.
- 6.4 If a qualified elector does not receive a Vote by Mail Kit or if the Vote by Mail Kit is lost or destroyed, a new Vote by Mail Kit may be issued by attending at the Ballot Return Station after October 15, 2026. The Returning Officer will confirm that the elector is qualified and will have the elector or agent sign a statement and a new Vote by Mail Kit will be issued. It shall be noted on the Voters List that the elector/agent was issued a new Vote by Mail Kit.
- 6.5 Upon receipt of the Vote by Mail Kit, the elector shall:
 - complete the ballot
 - place the ballot in the white Ballot Secrecy Envelope and seal the envelope
 - sign the Voter Declaration Form
 - place the Voter Declaration Form along with the sealed Ballot Secrecy Envelope, in the yellow prepaid business reply Election Return Envelope

City of Sault Ste. Marie Vote by Mail Procedure
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- seal the yellow envelope.
- 6.6 If an elector requires assistance in voting, they may make their mark (i.e. an "X") on the signature line and have a witness sign in the signature area of the Voter Declaration Form.
 - 6.7 The yellow prepaid business reply Election Return Envelope may be mailed or delivered to the Ballot Return Station. Envelopes mailed in Canada are prepaid.
 - 6.8 The final day to deposit the Election Return Envelope in the mail to ensure delivery to the Clerk is October 15, 2026 by 4 pm. Following this date, electors are encouraged to deposit their Return Voting Envelope at the Ballot Return Station on or before Monday, October 26, 2026 by 8 pm.
 - 6.9 Election Return Envelopes deposited at the Ballot Return Station until October 26, 2026 by 8 p.m. will be considered as having been mailed.
 - 6.10 Any Election Return Envelope containing more than one Voter Declaration Form or more than one Inner Ballot Secrecy Envelope shall be treated in the following manner:
 - 6.10.1 Envelopes containing equal numbers of Ballot Secrecy Envelopes to Voter Declarations will be COUNTED
 - 6.10.2 Envelopes containing more Ballot Secrecy Envelopes to Voter Declaration Forms or more Voter Declaration Forms to Ballot Secrecy Envelopes will be REJECTED.
 - 6.11 Each day as Election Return Envelopes are received, either by mail or at the Ballot Return Station, the Returning Officer will remove the sealed Inner Ballot Secrecy Envelope and Voter Declaration Form and update the Voters List by striking through the name of the elector and assigning a number beside the elector's name on both the Voters List and the elector's Declaration Form.
 - 6.12 A master Voters List containing deletions, amendments and additions, along with those persons who have voted to date and those persons who have been issued Vote by Mail Kits will be maintained by the Returning Officer. Candidates and Scrutineers may inspect this list at any time during regular office working hours and on October 26, 2026 up to 8 p.m.
 - 6.13 If, upon opening the yellow Election Return Envelope, the Ballot Secrecy Envelope has not been sealed, the Returning Officer or designate may seal the envelope without examining the ballot.
 - 6.14 The sealed inner Ballot Secrecy Envelopes will be sorted according to school board in bundles of twenty-five (25) and placed in a secure location under the control of the Returning Officer. On October 26, 2026, the sealed Ballot Secrecy Envelopes will be transported to the Counting Centre located in the Civic Centre, as designated by the Returning Officer.
 - 6.15 Ballots received by the Returning Officer after 8 p.m. on Voting Day shall not be counted, but shall be date stamped and retained for the statutory document retention period.

7 Rejection of Ballots

- 7.1 In addition to rejecting cast ballots for violations of the Act, the following conditions will also cause a ballot to be considered rejected if:
- 7.1.1 Upon opening the Election Return Envelope there is no Voter Declaration Form.
 - 7.1.2 Upon opening the Election Return Envelope the Voter Declaration Form is not signed.
 - 7.1.3 Upon opening the Election Return Envelope there is a different number of Ballot Secrecy Envelopes to Voter Declaration Forms.
 - 7.1.4 There are identifiable marks on the sealed Ballot Secrecy Envelope.
 - 7.1.5 Upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains more than one ballot.
- 7.2 In addition to rejecting cast ballots for violations of the Act, the following condition will cause a Ballot to be considered "Used but Unmarked" if, upon opening the sealed Ballot Secrecy Envelope at the Counting Centre, the envelope contains a ballot which has not been marked.

8 Counting Procedures

- 8.1 A meeting room in the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario will be established as the Ballot Counting Centre. Only the Secretary of the Board, Returning Officer, Assistant Returning Officers, Deputy Returning Officers, appointed Election Officials, certified Candidates and authorized Scrutineers will be permitted to remain in the Ballot Counting Centre.
- 8.2 The doors to the Ballot Counting Centre will be locked at 8 p.m. on October 26, 2026 and only Election Officials will be allowed to enter thereafter. Candidates and Scrutineers leaving the Ballot Counting Centre after 8 p.m. will not be permitted to return.
- 8.3 The Ballot Counting Centre will be designated as a non-smoking area.
- 8.4 Scrutineers will be provided with an area for their use away from the Counting Stations. Cell phones or other equipment will not be permitted in the Ballot Counting Centre other than for Election Officials. Scrutineers shall not interfere with the vote count in any manner. Should they do so, they shall be required to leave the facility when so requested by an Election Official.
- 8.5 No campaign material will be allowed within the Ballot Counting Centre.
- 8.6 Prior to 8 p.m. on October 26, 2026, the secured sealed Ballot Secrecy Envelopes received by the Returning Officer or designate will be delivered to the Ballot Counting Centre. Sealed Ballot Secrecy Envelopes received at the Ballot Return Station after the initial ballot transfer and prior to the close of voting on October 26, 2026, will be delivered to the Ballot Counting Centre immediately after the close of voting. Scrutineers will be allowed to view the sealing of the ballot boxes prior to this transfer.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

- 8.7 After 8 p.m. on October 26, 2026, the sealed ballot boxes will be opened. Inside each ballot box will be the Ballot Secrecy Envelopes. The Ballot Secrecy Envelopes will be opened, the ballots counted, and the statement of results taken. Ballot Secrecy Envelopes will already have been sorted according to school board. Ballot Secrecy Envelopes will already have been grouped into bundles of twenty-five (25) and delivered to the appropriate Deputy Returning Officer and Election Official for counting of the ballots. Ballot Secrecy Envelopes will be opened in the bundles of twenty-five (25) at each counting station. Once all bundles are opened at each counting station all ballots will be counted.
- 8.8 In the event that a ballot is accidentally cut when the sealed Ballot Secrecy Envelope is opened, the Election Official shall repair the ballot and attach a notice advising that the Election Official caused the damage to the ballot.
- 8.9 The Deputy Returning Officer and Election Official shall count the ballots in the following order:
 - 8.9.1 English Language Public School Trustee
 - 8.9.2 English Language Separate School Trustee
 - 8.9.3 French Language Public School Trustee
 - 8.9.4 French Language Separate School Trustee
 - 8.9.5 Sault Ste. Marie District Social Service Administration Board
- 8.10 Any part of any ballot rejected shall not invalidate the remainder of the ballot, except if there are identifying marks, in which case the entire ballot shall be rejected.
- 8.11 All UNUSED ballots will be placed in the envelope provided with the Ballot Box. The numbers of USED envelopes will be noted on the envelope.
- 8.12 All REJECTED, CANCELLED, and DECLINED ballots will be placed in the envelope provided with the ballot box. The number of REJECTED, CANCELLED, and DECLINED ballots will be noted on the envelope.
- 8.13 After the completion of the count of each counting station, a Statement of Results for that ward/school board shall be completed, signed by the Deputy Returning Officer and Election Official and if desired, initialled by any Scrutineer present for the count.
- 8.14 The original Statement of Results will be provided to the Election Official for tabulation. The duplicate Statement of Results will remain affixed to the ballots and stored by ward/school board in a secure place under the control of the Returning Officer.
- 8.15 Once all ballots have been counted, the ballots will be secured, the ballot boxes sealed and returned to the Returning Officer for secure storage.

9 Tabulation of Results

- 9.1 Tabulation of the Statements of Results will be conducted at the Ronald A. Irwin Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

City of Sault Ste. Marie Vote by Mail Procedure
in Territories Without Municipal Organization

- 9.2 Tabulation of results for each elected position will be calculated and posted as the information is received from the Ballot Counting Centre.
- 9.3 The initial results will be unofficial.
- 9.4 As the duplicate copy of the Statement of Results from each bundle of votes counted is recorded, these results will be entered and once certified by the Returning Officer, will be the official results.

10 Security of the Ballot Prior to Voting

- 10.1 Ballots will be printed under the supervision of DataFix and the number of ballots printed will be forwarded to the Returning Officer.
- 10.2 DataFix will mail a ballot to each person identified on the Revised Voters List as of September 14, 2026 and the number of ballots used will be forwarded to the Returning Officer.
- 10.3 The Returning Officer will receive additional ballots for each school board from DataFix in order to mail ballots after September 14, 2026.
- 10.4 The number of ballots distributed by the Returning Officer to eligible electors after September 28, 2026 will be recorded.
- 10.5 If the Returning Officer runs out of ballots printed by DataFix, as many ballots as deemed necessary may be photocopied. The Returning Officer shall initial the back of such ballots. The number of ballots copied and initialled will be recorded.

11 Security of the Ballot During and After the Vote

- 11.1 Upon receiving the prepaid yellow Election Return Envelope by mail or from the Ballot Return Station, the yellow envelope will be opened. An Election Official will verify an equal amount of signed Declaration Forms to the number of sealed Ballot Secrecy Envelopes. Upon verification, the sealed Ballot Secrecy Envelope will be stored in ballot boxes labelled by school board. The number of Ballot Secrecy Envelopes entered into the container each day will be recorded and bundled into packages of twenty-five (25).
- 11.2 At the end of each day the Returning Officer or designate shall affix a seal to each of the labelled ballot boxes, initial the seal and place the sealed drop boxes in the City Clerk's vault. Each morning the Returning Officer or designate shall retrieve the drop boxes, inspect the seals to ensure they are intact, and in the presence of another Election Official, break the seals to access the slots for use during the day. A separate ballot box shall be maintained on Voting Day at the Ballot Return Station from 10 a.m. to 8 p.m. After 8 p.m. on Voting Day, the Voting Day box shall be sealed and initialled by the Returning Officer or designate and delivered to the Ballot Counting Centre. At the close of voting at 8 p.m. the ballot boxes maintained at the Ballot Return Station during Voting Day shall be opened and counted.
- 11.3 The ballot boxes, once sealed, will be transported to the Ballot Counting Centre. The ballot boxes shall be opened, the Ballot Secrecy Envelopes shall be opened, and the ballots shall be counted.

City of Sault Ste. Marie Vote by Mail Procedure in Territories Without Municipal Organization

11.4 After the count, each bundle of ballots and the duplicate original Statement of Results will be placed back into the ballot box. When the vote is complete, the ballot boxes will be sealed and initialled by the Returning Officer or designate prior to transfer to a secure place under the control of the Returning Officer.

12 Form of Ballot

12.1 The form of ballot may be a composite ballot.

13 Scrutineers

13.1 Each Candidate may appoint, in writing, scrutineers to be present during the voting, which may take place at the Ballot Return Station and during the counting of ballots at the Ballot Counting Centre. At the Ballot Counting Centre, a scrutineer representing a candidate may be present at each counting table and at the ballot opening table to oversee the count, upon submission of their written appointment. Only one scrutineer per candidate may be present at one time at each of the tables.

13.2 All scrutineers must comply with the procedures set out on their Appointment Form.

14 Emergencies

14.1 In the event of any condition of an emergency or any circumstances that will undermine the integrity of the election, the Returning Officer has the discretion to declare an emergency and make any arrangements they deem necessary for the conduct of the election.

15 Amendments to this Document

15.1 The Returning Officer at any time has the right to amend this document to facilitate the vote, count, and tabulation of the votes and security. The Returning Officer's ruling on any interpretation of this document is final.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-50

ELECTIONS: A by-law to adopt a policy regarding the use of corporate resources during a municipal election.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act, 2001* and amendments thereto enacts as follows:

1. **POLICY REGARDING THE USE OF MUNICIPAL RESOURCES DURING THE ELECTION CAMPAIGN PERIOD IS ADOPTED**

The Corporation of the City of Sault Ste. Marie adopts the policies regarding the use of municipal resources during the election campaign period for the City of Sault Ste. Marie in the form of Schedule “A” attached hereto.

2. **SCHEDULE “A”**

Schedule “A” hereto forms part of this by-law.

3. **BY-LAW 2022-72 REPEALED**

By-law 2022-72 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



Subject: Use of Corporate Resources for Election Purposes

Service Area: City Clerk

Source: *Municipal Elections Act 1996*

Date: April 13, 2026

Purpose:

The purpose of this policy is to clarify that all election candidates, including members of City Council, are required to follow the provisions of the *Municipal Elections Act, 1996* and that:

- No candidate shall use the facilities, equipment, supplies, services, staff, or other resources of the City for any election campaign or campaign-related activities
- No candidate shall undertake campaign-related activities on City property except all-candidate forums sponsored by third parties
- No candidate shall use the services of persons during hours in which those persons receive any compensation from the City

This policy provides direction to candidates, third party advertisers, members of Council, and City staff on the administration of corporate resources with respect to election-related matters.

Definitions:

"Act" means the *Municipal Elections Act, 1996*, as amended, and includes any regulation made thereunder.

"Campaign Period – Candidates" begins the date a candidate files their nomination and ends on December 31 in the case of a regular election and 45 days after voting day in the case of a by-election, unless the candidate applies to extend the campaign period. The campaign period also ends on the day a nomination is withdrawn, on nomination day if the nomination is rejected, or on the day the candidate files their financial statement. For federal and provincial elections, the campaign period begins with the issuance of the writ through to voting day.

"Campaign Period – Third Party Advertisers" begins the date an individual, corporation or trade union is registered and ends on December 31 in the case of a regular election and 45 days after voting day in the case of a by-election, unless the candidate applies to extend the campaign period.

"Candidate" means a person who is running or has expressed an intention to run in a municipal, provincial or federal election, and shall be deemed to include a person seeking to influence other persons to vote for or against any candidate or any question or by-law submitted to the electors under section 8 of the *Municipal Elections Act, 1996*.

"City" means The Corporation of the City of Sault Ste. Marie.



"Corporate Resources" includes but is not limited to City employees, events, funds, information, and assets.

"Election Year" or "Election Period" means January 1 through to Voting Day.

"Employees" includes full-time, part-time, and contract employees paid by the City.

"Nomination Day" for a regular municipal election is the third Friday in August in the year of the election.

"Third Party Advertiser" means any individual, corporation or trade union registered in accordance with section 88.6 of the *Municipal Elections Act*, section 37.5 of the *Election Finances Act*, or section 353 of the *Canada Elections Act*.

Legislative Authority:

The *Municipal Elections Act, 1996*, the *Election Finances Act (Ontario)*, and the *Canada Elections Act* prohibit a municipality from making a contribution to a candidate or registered third party. A candidate or someone acting on the candidate's behalf is also prohibited from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a member of Council of City resources for their election campaign would be viewed as a contribution by the City to the member which is a violation of the legislation.

Application:

This policy applies to:

- Any acclaimed member of Council
- Any member of Council not seeking re-election
- Any member of Council seeking re-election
- Any other election candidate
- Any employee of the Corporation of the City of Sault Ste. Marie

Consistent with the City's Code of Conduct and Computer Usage Policy and in accordance with the provisions of the legislation, corporate resources, assets and funding shall not be used for any election-related purposes.

Technology Related Provisions:

Candidates, third party advertisers and members of Council shall not use corporate resources for any election-related purposes, including computers, cell phones, tablets, printers, scanners, or other services such as email, internet, and file storage.

Websites or domain names that are funded by the City shall not include any election-related campaign material or links to sites that feature election-related campaign material.



Links to external election campaign websites will not be posted during the campaign period.

Social media accounts hosted by members of Council are not sponsored by the City. Once a member of Council registers to be a candidate, all links to their Twitter, Facebook, and/or other social media accounts, as well as links to personal external websites will be removed from all City web pages. In addition, any website activity such as a blog account for a member of Council will be deactivated and their page will be removed. Any election-related social media activity using City resources is prohibited.

In an election year, Mayor and Council biographies will remain static, and no changes to these pages will be permitted.

During the election period, Mayor and Council biographies on the municipal website shall be reduced to Council-related contact information only.

Candidates shall not create, print, publish sponsor, or distribute any election campaign-related materials using municipal funds. This prohibition also applies to the use of any City equipment, facilities, social media, or websites if the access is City-sponsored/funded.

Photographs produced for and owned by the City shall not be used for any election campaign-related purposes.

Photographs taken utilizing City equipment or sent through City accounts shall not be utilized.

Candidates and third party advertisers are not permitted to engage in election campaign-related activities directed at City employees while those employees are at their workplace or engaged in work for the City.

The City's voice mail system shall not be used to record election-related messages nor shall the computer network, including the City's email system, be used to distribute election-related correspondence.

Where an incumbent member of Council has registered to be a candidate and subsequently receives election-related communications (for example, phone calls or emails) through the City's voicemail system or computer network, the member of Council is obligated to provide the individual with campaign-related contact information without embellishment.

Facilities Related Provisions:

Candidates and third party advertisers shall not campaign or distribute campaign literature during any event hosted by the City, whether on municipal property or not.

Candidates and third party advertisers shall not use any municipally provided facilities for any election-related purposes unless rented in accordance with the City's rental procedures.



In accordance with the Election Signs By-law, no campaign-related signs nor any other election-related material shall be displayed in any municipally owned facility. Election signs are permitted in municipally-owned buildings leased to another person or entity.

Notwithstanding the ability to use the interior of any City-owned or run facility for election-related purposes, if rented in accordance with the provisions noted above, no election-related activities, including campaigning and the distribution of campaign literature are permitted to take place inside or on the property of the Ronald A. Irwin Civic Centre.

Candidate debates may be held at a City facility provided that all candidates or political parties for an office are invited to attend.

Communications Related Provisions:

Members of Council are responsible for ensuring that the content of any communication material, printed, hosted, or distributed by the City is not election campaign-related.

Candidates and third party advertisers shall not print or distribute any election campaign-related material using municipal funds. The City will not distribute material through electronic or non-electronic means which it determines is election campaign-related.

The City's branding, logo, crest, coat of arms, or slogan may not appear on any campaign materials whether electronic or printed. Other images or text that suggests endorsement by the City are similarly prohibited. Links to the City's election website using the link provided by the City Clerk is not subject to this prohibition.

Photographs produced for and owned by the City shall not be used by candidates or third party advertisers for any election purposes.

No advertising paid for by the City shall contain the name of a Councillor or the Mayor unless consistent with their duties as an elected official.

In a municipal election year, City resources and budgets shall not be used to sponsor advertisements, flyers, or newsletters from the day after Nomination Day up to and including voting day. This prohibition also applies to the use of any City equipment, facilities or City-sponsored websites.

Employee Provisions:

Employees engaged in political activities must separate those personal activities from their official positions. Employees may participate in political activity at the federal, provincial, and municipal levels, provided that such activity does not take place during normal working hours or use corporate assets, resources, or property. Notices, posters or similar material in support



of a particular candidate, third party advertiser or political party are not to be produced, displayed or distributed by employees on City work sites or property.

Employees shall not canvass or actively work in support of a municipal candidate, third party advertiser or party during normal working hours unless they are on a leave of absence without pay, lieu time, flex day, or vacation leave.

Employees shall not canvass or actively work in support of a municipal candidate, third party advertiser or political party while wearing a uniform, badge, logo or any other item identifying them as an employee of the Corporation, or using a vehicle owned or leased by the Corporation.

Limitation:

Nothing in this policy shall preclude a member of Council from performing their role as a Councillor nor inhibit them from representing the interests of the constituents who elected them.

Responsibilities:

The City Clerk (or designate) is responsible for communicating this policy to members of Council, candidates, third party advertisers and City staff.

Members of Council, candidates, third party advertisers, and City employees are accountable to comply with this policy.

In accordance with the *Municipal Elections Act*, the City Clerk is authorized and directed to take the necessary action to give effect to this policy.

As the misuse of corporate resources may amount to a breach of the *Municipal Elections Act, 1996* campaign finance/contribution rules (for example, accepting a prohibited municipal contribution, or misreporting it), the person or campaign can be charged with an offence under the Act.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-51

ELECTIONS: A by-law to authorize the use of voting and vote counting equipment and the use of alternative voting methods for the 2026 municipal election.

WHEREAS Section 42(1)(a) of the *Municipal Elections Act, 1996*, provides that the council of a local municipality may, by by-law, authorize the use of voting and vote-counting equipment;

AND WHEREAS Section 42(1)(b) of the *Municipal Elections Act, 1996*, provides that a municipality may, by by-law, authorize electors to use an alternative voting method that does not require electors to attend at a voting place in order to vote;

AND WHEREAS the Council of the City of Sault Ste. Marie deems it desirable to utilize such equipment and methods during the 2026 municipal election, which will take place on Monday, October 26, 2026;

NOW THEREFORE the Council of the City of Sault Ste. Marie **ENACTS** as follows:

1. In respect of the 2026 municipal election:
 1. The use of accessible voting equipment and optical scan vote tabulators is hereby authorized; and
 2. The use of vote by mail is hereby authorized, at the discretion of the Clerk; and
 3. The use of home visit voting for home-bound electors is hereby authorized, at the discretion of the Clerk; and
 4. Curbside voting is hereby authorized, at the discretion of the Clerk.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-52

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie District Social Services Administration Board for the lease of 72 Tancred Street and 65 Old Garden River Road for the effective delivery of Emergency Medical Services (EMS) for an eight (8) year term.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 23, 2026 between the City and Sault Ste. Marie District Social Services Administration Board, a copy of which is attached as Schedule "A" hereto. This Agreement is for the lease of 72 Tancred Street and 65 Old Garden River Road for the effective delivery of Emergency Medical Services (EMS) for an eight (8) year term.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS AGREEMENT made in duplicate this 23rd day of March 2026

BETWEEN:

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE (hereinafter called the "City")**

OF THE FIRST PART

- AND -

**SAULT STE. MARIE DISTRICT SOCIAL SERVICES
ADMINISTRATION BOARD (hereinafter called the "DSSAB")**

OF THE SECOND PART

WHEREAS the City is the owner of lands and premises known municipally as 72 Tancred Street, City of Sault Ste. Marie, Ontario (the "Tancred Property");

AND WHEREAS DSSAB had requested that its EMS Division occupy space at the Tancred Property on a temporary basis and the City granted permission for same, subject to the terms and conditions set out in an Agreement dated May 1, 2022 for a term commencing January 1, 2022 and ending April 30, 2023 (the "Original Tancred Agreement") which has thereafter automatically extended on a month to month basis until it is terminated by either party pursuant to the terms set out in the Original Tancred Agreement;

AND WHEREAS the City is also the owner of lands and premises known municipally as 65 Old Garden River Road, City of Sault Ste. Marie, Ontario (the "OGRR Property");

AND WHEREAS DSSAB had requested that its EMS Division occupy space at the OGRR Property and the City and DSSAB entered agreements permitting same, specifically:

- (a) Initial Agreement for period January 1, 2009 to December 31 2018;
- (b) Extension Agreement dated January 1, 2019 for the period January 1, 2019 to December 31, 2019 which was extended on a yearly basis and then terminated;
- (c) Agreement dated May 1, 2022 which May 1, 2022 Agreement is hereinafter referred to as the "2022 OGRR Property Agreement";

AND WHEREAS the parties desire to create a comprehensive new eight (8) year Lease Agreement for both the Tancred Property and OGRR Property for the period commencing January 1, 2026;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. TERMINATION OF EXISTING LEASE AGREEMENTS

The parties acknowledge and agree that the Original Tancred Agreement is terminated December 31, 2026 and the 2022 OGRR Property Agreement is terminated effective December 31, 2026. The parties have agreed to continue their lease relationship of the Tancred Property and the OGRR Property on the

terms and conditions as set out in this Agreement from the respective date of termination forward as per the Term set out in Section 2 herein.

2. TERM

The Term of this Agreement shall be for a period of eight (8) years commencing January 1, 2026, and ending on December 31, 2034 (the “Term”) as it relates to the Tancred Property. The Term of this Agreement shall commence January 1, 2026, and end on December 31, 2034 (the “Term”) as it relates to the OGRR Property.

Provided that DSSAB is not in default in the performance of any obligations contained in this Agreement, the Agreement will automatically renew on a yearly basis thereafter on the same terms and conditions and include an agreed to CPI determination for the renewal year(s) (the “Renewal Terms”), unless terminated by either party pursuant to Section 7 of the Agreement.

3. LEASED AREA AND RENT

The parties acknowledge and agree that the “Leased Area of the Tancred Property” and the “Rent” payable by DSSAB to the City for the Tancred Property is set out in Schedule “A” attached to this Agreement.

The parties further acknowledge and agree that the “Leased Area of the OGRR Property” and the “Rent” payable by DSSAB to the City for the OGRR Property is set out in Schedule “B” attached to this Agreement.

4. TENANT’S COVENANTS

DSSAB, which shall herein include any and all of its employees, agents, servants and contractors, covenants with the City as follows:

- A. To use the Leased Area of the Tancred Property and the OGRR Property to fulfill DSSAB’s mandate only for EMS related functions as contemplated by this Agreement and for no other purpose.
- B. To abide by the following:
 - (i) No one shall use the Leased Area of the Tancred Property and the Leased Area of the OGRR Property for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required to carry out the permitted use under this Agreement.
 - (ii) DSSAB shall not hinder or negatively impact the City’s use and operations at the Leased Area of the Tancred Property and the Leased Area of the OGRR Property as these Leased Areas are non-exclusive to DSSAB. Each Party shall comply with its respective obligations under applicable privacy legislation, including, as applicable, the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (“MFIPPA”) and the *Freedom of Information and Protection of Privacy Act* (Ontario) (“FIPPA”). Nothing in this Agreement shall be interpreted as requiring either Party to act in a manner that is inconsistent with its statutory

- obligations under MFIPPA or FIPPA.(iii) Neither the City nor DSSAB shall not obstruct or use any sidewalks, entries, passages, hallways, elevators and or staircases for any purpose other than an ingress to and egress from the Leased Area of the Tancred Property and the Leased Area of the OGRR Property.
- (iv) DSSAB shall use the Leased Area of the Tancred Property and the Leased Area of the OGRR Property and attend at same, during the operating hours of the Tancred Property and the OGRR Property, which both operate 24 hours per day, 7 days per week;
 - (v) No animals other than service animals shall be brought into the Tancred Property and the OGRR Property, with the exception of an authorized Occupation Stress Intervention Dog (OSID). Should either party engage in an OSID program, communication will be sent to either party to inform them of the commencement date(s).
 - (vi) DSSAB shall immediately repair at its sole expense any portion of the Leased Area of the Tancred Property and the Leased Area of the OGRR Property upon notice in writing by the City and leave the Leased Area of the Tancred Property and the Leased Area of the OGRR Property in good repair, subject to ordinary wear and team.
 - (vii) If the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property, or the Tancred Property and/or OGRR Property, internal or external, needs repairing or becomes damaged through the negligence, carelessness or misuse by DSSAB, the expense of the necessary repairs, replacements or alterations shall be borne by DSSAB and paid forthwith on demand. The City shall add a ten (10%) percent administration fee to each invoice payable by DSSAB.
 - (viii) To provide DSSAB with notice, as soon as reasonably possible, of any accident or defect of any part of the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property.
 - (ix) To not do or omit or permit to be done or omitted upon the Tancred Property or the OGRR Property and each of their respective Leased Areas, anything which causes the rate of insurance for the Tancred Property and/or the OGRR Property to be increased and if the rate of insurance for the Tancred Property and/or the OGRR Property is to be increased by reason of anything done or omitted or permitted to be done or omitted by DSSAB or anyone permitted by DSSAB to be upon the Tancred Property, OGRR Property, the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property. In the event this occurs, DSSAB will be notified to resolve and/or reach an agreement to pay the City the amount of such increase.
 - (x) To comply with all provisions of law, including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to their operation and use of the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Tancred Property and/or the OGRR Property and each of their respective Leased Areas.

- (xi) To not do or permit any waste or damage, disfiguration or injury to the Tancred Property and/or the OGRR Property and each of their respective Leased Areas or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, including but not limited to a safe, without first obtaining the consent in writing of the City.
- (xii) To maintain the Leased Area of the Tancred Property and the Leased Area of the OGRR Property in a reasonably tidy state and to the satisfaction of the City.
- (xiii) The DSSAB shall not undertake cosmetic changes to the interior and exterior, nor make or erect any installations, alterations, additions or partitions in the Tancred Property and/or the OGRR Property and each of their respective Leased Areas (collectively: the "Works") without communication to the City Fire Chief and receipt of the City Fire Chief's consent. Further, the DSSAB shall only utilize Contractors that have complied with the requirements of the City's Contractor Pre-Qualification Program and are on the Approved Contractor List, wherein, at the Fire Chief's sole discretion, the nature of the proposed DSSAB Works requires a contractor. Small cosmetic alterations to the space leased to DSSAB limited to wall paint and hanging of wall art shall be accepted without the Fire Chief's approval.(xiv) To cover the cost of all DSSAB business needs, installed telephone, cable, and internet usage, set-up, and installation fees (if any) shall be exclusively at the DSSAB's expense.
- (xv) To not use or permit the use of the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property for any dangerous, noxious or offensive trade of business or cause or permit any nuisance in, at or on the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property. Further, to not cause or permit the storage of any hazardous materials upon the Leased Area of the Tancred Property and/or the Leased Area of the OGRR Property for non-business-related purposes.

C. DSSAB acknowledges and covenants that notwithstanding this Agreement:

- (i) Tancred Property and/or the OGRR Property and each of their respective Leased Areas remain the property of the City and the DSSAB receives no right, title or interest in the Tancred Property and/or the OGRR Property and each of their respective Leased Areas; and
- (ii) the employees, agents, servants and contractors of DSSAB are the responsibility and liability of DSSAB and in no way do these individuals gain any status, rights or responsibilities as City employees, agents, servants and contractors.

D. DSSAB shall only permit those employees, agents, servants, guests, invitees, and contractors necessary to use and occupy the Leased Area of the Tancred Property and the Leased Area of the OGRR Property to complete their work permitted under this Agreement. No other persons shall be permitted to attend at the Tancred Property and/or the OGRR Property and each of their respective Leased Areas by DSSAB unless prior written consent is granted by the City.

5. MUTUAL INDEMNITY AND RELEASE

- A. DSSAB covenants and agrees that it shall, at all times, fully indemnify and hold harmless the City and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to this Agreement, as caused by DSSAB's negligence, gross negligence, intentional acts or breach of contract.
- B. The City covenants and agrees that it shall, at all times, fully indemnify and hold harmless DSSAB and their respective board members, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, workplace safety and insurance compensation and occupational health and safety matters, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to this Agreement, as caused by the City's negligence, gross negligence, intentional acts or breach of contract.
- C. To this end, both DSSAB and the City acknowledges and agrees the other party (the "Aggrieved Party") shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out in Section 5A or 5 B herein, and shall have full control over their defence and or response to such proceedings, and further, that all costs incurred by the Aggrieved Party in the defence and/or response to such proceedings (including solicitor/client costs on a substantial indemnity scale basis), shall be paid by either the City or DSSAB as the case may be, immediately upon demand by the Aggrieved Party as incurred.

6. INSURANCE

- A. DSSAB agrees to maintain at all times during the currency of this Agreement hereinbefore described the following insurance:
 - (i) **All Risks Property Insurance**
All risks (including sewer damage, flood and earthquake) property insurance in an amount equal to the full replacement cost of property of every description and kind owned by DSSAB or for which the DSSAB is legally responsible, and which is located on or about the City Property and Leased Area, including, without limitation, anything in the nature of a leasehold improvement;

(ii) Commercial General Liability Insurance

DSSAB shall, at their expense obtain and keep in force during the term of the Lease, Commercial General Liability Insurance satisfactory to the City's Risk Manager and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

1. A limit of liability of not less than \$ 5 million/occurrence with an aggregate of not less than \$ 25 million
2. Add the City as an additional insured with respect to the operations of the Named Insured
3. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
4. All DSSAB work automobile coverage with a limit not less than \$ 2 million and shall include contractual non-owned coverage (SEF 96)
5. Products and completed operations coverage
6. Broad Form Property Damage
7. Contractual Liability
8. Hostile fire
9. The policy shall provide 30 days prior notice of cancellation

(iii) DSSAB's/Tenant's Legal Liability Insurance

DSSAB's/Tenant's legal liability insurance for the actual cash value of the building and structures on the City Property and Leased Area, including loss of use thereof;

Applicable to Each Insurance Above

Each policy will provide that the insurer will not have any right of subrogation against the City on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the City or DSSAB/Tenant covered by such insurance. The cost or premium for each and every such policy will be paid by DSSAB.

Primary Coverage – DSSAB's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

Certificate of Insurance – DSSAB shall provide a Certificate of Insurance satisfactory to the City's Risk Manager evidencing coverage in force at least 10 days prior to contract commencement. No policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City.

7. TERMINATION

- A. If either party wishes to terminate this Agreement, that party may do so by giving the other party one (1) year's written notice of its intention to terminate.

Notice to the City shall be provided to the Fire Chief, 72 Tancred St, Sault Ste. Marie, ON P6A 5S2

Notice to DSSAB shall be provide to the CEO, Mike Nadeau, Social Services, 390 Bay Street, Sault Ste. Marie, ON, P6A 5L8

On termination of this Agreement, DSSAB shall forthwith remove all belongings from Tancred Property and/or the OGRR Property and each of their respective Leased Areas at DSSAB's sole risk and expense and leave the Tancred Property and/or the OGRR Property and each of their respective Leased Areas in a condition satisfactory to the City. Provided that if the DSSAB's belongings are not removed from the Tancred Property and/or the OGRR Property and each of their respective Leased Areas within a period of thirty (30) days from the date of such termination, the City may remove it at the expense and risk of DSSAB.

- B. Rent in the year of termination shall be prorated to reflect the notice period plus actual occupancy by DSSAB of the location in which the tenancy is terminated.

8. MISCELLANEOUS

- A. DSSAB shall not assign this Agreement without the written consent of the City.
- B. In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or as necessary be severed to the extend necessary to eliminate such invalidity or unenforceability. All the remaining provisions of the lease shall remain valid and continue to bind the parties. If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Agreement or to provide an equitable adjustment in the event so much provision can be added.
- C. The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.
- D. This Agreement and everything herein contained shall operate to the benefit of any and be binding upon the respective successors, assigns and other legal representatives, as the case may be , of each of the parties hereto subject to the granting of consent by the City as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.
- E. This Agreement shall be governed by and construed in accordance with the laws of Ontario.
- F. Time shall be of the essence hereof.

IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of

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

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**SAULT STE. MARIE DISTRICT SOCIAL
SERVICES ADMINISTRATION BOARD**



CEO - MIKE NADEAU

SCHEDULE "A"

LEASE OF A PORTION OF 72 TANCRED

The parties acknowledge and agree that this Schedule A sets out and defines the temporary Leased Area for the Tancred Property and the Rent payable for same during the Term and the Renewal Term(s) if applicable.

1. TEMPORARY LEASED AREA

A. The parties acknowledge and agree that pursuant to the terms and conditions of this Agreement, the City hereby leases to the DSSAB a portion of City Property, specifically the "Leased Area of the Tancred Property" located at 72 Tancred Street, which is defined as follows:

- (a) 2 Ambulance Bays each 15X30 Feet, being 900 square feet total;
- (b) Kitchen/Lounge/Washrooms at the City Property, consisting of 1264 square feet; and
- (c) Mezzanine (designated lounge), Bay Office consisting of 270 square feet.

The Mezzanine (designated lounge) and Bay Office are the only areas exclusive to DSSAB. The remaining Leased Area of the Tancred Property will be used in common with the City and is not exclusive to DSSAB.

B. DSSAB acknowledges and agrees that the Leased Area represents 15.81% of the total space at the City Property.

2. RENT PAYABLE, RENT CALCULATIONS, EXHAUST HOSE AND UNFORESEEN EXPENSES

A. For each year in the Term and Renewal Term (if applicable), DSSAB shall pay rent to the City as set out herein specifically consisting of Base Rent, plus a percentage of the annual building maintenance costs of the "Leased Area of the Tancred Property", plus Ontario CPI (to be determined by the City in July of each year and applicable for the following year, ie. July 2024 to July 2025 for the year 2026) and thereafter HST on the Subtotal Rent Payable. For clarity sake, the total rent payable for the period January 1, 2025 to December 31, 2025 shall be:

Lease Invoice to operate Ambulance Service from 72 Tancred Street	January 1, 2025 to December 31, 2025	
Living/Kitchen space	1264 sq ft x \$27.22 per sq ft	\$ 34,403.45
Mezzanine, Bay Office	270 sq ft x \$27.22 per sq ft	\$ 7,348.84
Apparatus Floor Space	900 sq ft x \$13.61 per sq ft	\$ 12,248.06
Total Base Rent		\$ 54,000.35
Building Costs (15.81% of space occupied)		\$ 9,485.00
SUB TOTAL		\$ 63,485.35
	HST	\$8,253.10
TOTAL ANNUAL		\$71,738.45

- B. Therefore, for the period commencing January 1, 2025 to December 31, 2025, DSSAB shall pay the rent set out herein to “The Corporation of the City of Sault Ste. Marie” in one annual payment, specifically being SEVENTY ONE THOUSAND, SEVEN HUNDRED AND THIRTY EIGHT (\$71,738.45) DOLLARS AND FORTY FIVE CENTS payable on or before March 31, 2026 for the Year 2025, and thereafter, which shall include the January 1, 2026 to December 31, 2026 term, on or before August 31, for each and every other year in the Term and Renewal Term if applicable. The same formula and calculation shall apply for each year in the Term and Renewal Term if applicable.
- C. In each timeframe as set out herein, being Section 2B, the City shall invoice DSSAB the total amount of rent payable as set out herein, and DSSAB shall pay the total amount of rent payable to The Corporation of the City of Sault Ste. Marie no later than the 31st day of August every year in the Term or Renewal Term as the case may be.
- D. DSSAB has paid all amounts owing for 2024 and 2025.

3. COST OF EXHAUST HOSE SYSTEM and OTHER UNFORESEEN EXPENSES

DSSAB shall be responsible for all costs, liabilities and expenses of any nature and kind associated with the use, maintenance and operation of the exhaust hose system dedicated for the two ambulances at the Leased Area of the Tancred Property during the Term and any applicable Renewal Term. DSSAB acknowledges and agrees that the maintenance and operation costs for the exhaust hose system as set out herein are in addition to the Rent payable by DSSAB as set out in Section 2 herein and any other costs or expenses set out in this Agreement. DSSAB shall further be responsible for any unforeseen expenses that may arise from their presence, use and occupation at the Leased Area of the Tancred Property.

SCHEDULE "B"

LEASE OF A PORTION OF 65 OLD GARDEN RIVER ROAD

The parties acknowledge and agree that this Schedule B sets out and defines the temporary Leased Area for the OGRR Property and the Rent payable for same during the Term and the Renewal Term(s) if applicable.

1. TEMPORARY LEASED AREA

The parties acknowledge and agree that pursuant to the terms and conditions of this Agreement, the City hereby leases to the DSSAB a portion of City Property, specifically the "Leased Area of the OGRR Property" located at 65 Old Garden River Road, which is defined as follows:

- (a) Living/Office Space = 3863.35 square feet;
- (b) Apparatus Floor Space = 5703.5 square feet; and
- (c) Bay Storage Space = 3040 square feet.

The parties acknowledge and agree that DSSAB occupies 38.6% of Living/Office and Apparatus Floor space and 22.2% of Bay Storage in the City Property and staffs 77% of total Fire/EMS Staffing.

The parties acknowledge and agree that upon arrival of the newly procured Fire Pumpers (estimated arrival 2027) the Bay Storage Space for EMS will be reduced by one (1) bay for the remainder of the Term and Renewal Term(s) if applicable, to facilitate the implementation of a Fire Pumper for the Regional Training Centre. This reduction will be reflected in the calculation below for "Bay Storage Space" and "Building Costs" in 2027, with such calculation to be made by the City's Chief Financial Officer and the Chart in Section 2 below shall be updated accordingly. The City's Fire Chief or his/her designate shall provide DSSAB's CAO with notice of the calculations made along with the updated Chart for Rent Payable and Rent Calculations, once the said calculations have been made and thereafter rent shall be payable by DSSAB to the City as set out in the updated Chart.

2. RENT PAYABLE AND RENT CALCULATIONS

- A. For each year in the Term and Renewal Term (if applicable), DSSAB shall pay rent to the City as set out herein specifically consisting of Base Rent, plus a percentage of the annual building maintenance costs of the "Leased Area of the OGRR Property", plus Ontario CPI (to be determined by the City in July of each year and applicable for the following year, ie. July 2024 to July 2025 for the year 2026) and thereafter HST on the Subtotal Rent Payable. For clarity sake, the total rent payable for the period January 1, 2025 to December 31, 2025 shall be:

Lease Invoice to operate Ambulance Service from 65 Old Garden River Road	January 1, 2025 to December 31, 2025	
Living/Kitchen space	3863.35 sq ft x \$27.22 per sq ft	\$105,160.00
Apparatus Floor Space	5703.5 sq ft x \$13.61 per sq ft	\$77,624.34
Bay Storage Space	3040 sq ft x \$13.61 per sq ft	\$41,374.24
Total Base Rent		\$224,158.58

Building Costs (38.6% of living space; 22.2% of bay storage; 77% of staffing)		\$64,292.55
SUB TOTAL		\$288,451.13
	HST	\$37,498.65
TOTAL ANNUAL		\$325,949.77

- B. Therefore, for the period commencing January 1, 2025 to December 31, 2025, DSSAB shall pay the rent set out herein to “The Corporation of the City of Sault Ste. Marie” in one annual payment, specifically being THREE HUNDRED TWENTY FIVE THOUSAND, NINE HUNDRED AND FOURTY NINE (\$325,949.77) DOLLARS AND SEVENTY SEVEN CENTS payable on or before March 31, 2026 for the Year 2025, and thereafter, which shall include the January 1, 2026 to December 31, 2026 term, on or before August 31, for each and every other year in the Term and Renewal Term if applicable. The same formula and calculation shall apply for each year in the Term and Renewal Term if applicable.
- C. In each timeframe as set out herein, being Section 2B, the City shall invoice DSSAB the total amount of rent payable as set out herein, and DSSAB shall pay the total amount of rent payable to The Corporation of the City of Sault Ste. Marie no later than the 31st day of August every year in the Term or Renewal Term as the case may be.

3. COST OF EXHAUST HOSE SYSTEM and OTHER UNFORESEEN EXPENSES

DSSAB shall be responsible for all costs, liabilities and expenses of any nature and kind associated with the use, maintenance and operation of the exhaust hose system dedicated for the ambulances at the Leased Area of the OGRR Property during the Term and any applicable Renewal Term. DSSAB acknowledges and agrees that the maintenance and operation costs for the exhaust hose system as set out herein are in addition to the Rent payable by DSSAB as set out in Section 2 herein and any other costs or expenses set out in this Agreement. DSSAB shall further be responsible for any unforeseen expenses that may arise from their presence, use and occupation at the Leased Area of the OGRR Property. Should any bay to occupied by DSSAB, as listed under this Schedule, and is without the required and approved Exhaust Hose, once shall be installed at the sole expense of DSSAB.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-54

ALCOHOL RISK MANAGEMENT POLICY: A by-law to approve the Alcohol Risk Management Policy and to repeal By-law 2023-126.

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 Alcohol Risk Management Policy dated April 13, 2026, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **REPEAL BY-LAW 2023-126**

By-law 2023-126 is hereby repealed.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI



The Corporation of the City of Sault Ste. Marie

Alcohol Risk Management Policy

**Community Development & Enterprise Services
and
Public Works & Engineering Services**

April 13, 2026



The Corporation of the City of Sault Ste. Marie
Alcohol Risk Management Policy

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Alcohol Risk Management Policy

This policy complies with the Liquor Licence and Control Act (LLCA) of Ontario and associated regulations. The Alcohol Risk Management Policy helps the Municipality to achieve its goal of making Sault Ste. Marie a safer, healthier, and more enjoyable community for its citizens and visitors.

Preamble

The Corporation of City of Sault Ste. Marie owns and manages facilities where the consumption of alcohol is permitted under the authority of either a Special Occasion Permit (SOP) issued by the LCBO, a liquor sales licence holder with a caterer's endorsement or in a facility which has a regular liquor licence. The Corporation of City of Sault Ste. Marie's Community Services and Public Works & Engineering Services (hereafter called the 'City'), have developed an Alcohol Risk Management Policy (ARM) in order to:

1. To promote a safe, enjoyable environment for those who use City facilities;
2. To ensure there are effective management practices at social events held at Municipally owned facilities where alcohol use is permitted; and
3. To protect the Municipality, its staff, community organizations, volunteers, and participants from contributing to an incident that could result in legal action caused by alcohol consumption within city facilities.

The policy objectives for the ARM Policy include:

1. To provide operational procedures for those holding events at Municipally owned facilities where alcohol use is permitted;
2. To comply with the Liquor Licence and Control Act (LLCA) of Ontario and associated regulations;
3. To ensure that events where alcohol is permitted are properly supervised and operated;
4. To encourage and support the responsible use of alcohol as part of a social function;
5. To provide a balance of "wet" and "dry" facilities and events to ensure that all community members have access to safe and enjoyable recreation activities; and
6. To equip staff and volunteers with the skills they need to manage events and enforce the policy by offering policy orientation and requiring server training.

A range of issues can arise from the inappropriate and excessive consumption of alcohol. Not only can these issues affect those persons consuming alcohol, but other persons who use the facilities. Issues that can occur include the following:

- Vandalism and destruction of City property;
- The need to call the Sault Ste. Marie Police Service to City property;
- Liability action arising from alcohol-related injuries or deaths;
- Increased insurance rates or loss of insurance from alcohol-related incidents;

- Charges laid against a liquor sales licence holder with a caterer’s endorsement, a SOP holder, or the City under the LLCA;
- Suspension or loss of alcohol permit privileges by the Alcohol and Gaming Commission of Ontario (AGCO); and
- Decreased use of facilities by people concerned about alcohol consumption.

Most of these problems will arise from individuals who engage in four specific drinking practices, referred to as “target drinking practices.”

1. Drinking to intoxication
2. Under-age drinking
3. Drinking and driving
4. Drinking in prohibited areas

To the extent that these target-drinking practices can be reduced or eliminated, the likelihood of alcohol-related problems will correspondingly diminish. The ARM Policy is not intended to stand in opposition to legal alcohol purchase or consumption.

The Policy is divided into two components:

A) Where Alcohol Use Is Permitted

1. Designation of facilities, indoor and outdoor, where alcohol use is permitted.
2. Specification of conditions under which alcohol use is permitted.
3. Enforcement procedures for policy violation in areas and events where alcohol use is permitted.

B) Lottery Licence Requirements

Section A

Where Alcohol Use is Permitted

1. Designation of Facilities - Indoor and Outdoor, Where Alcohol Use Is Permitted

The following facilities are currently designated for alcohol use. City Council may change the designation of any site at its discretion.

The City will not permit the sale or consumption of alcohol at "youth only" events unless there is a licenced lounge at the facility.

1.1 Indoor Facilities Approved to Serve Alcohol

- Northern Community Centre
- John Rhodes Community Centre
- GFL Memorial Gardens
- Bay Street Active Living Centre
- Ermatinger•Clergue National Historic Site/Heritage Discovery Centre (ECNHS-HDC)

The City will determine the location(s) within individual facilities where the serving of alcohol is permitted. The exception is the GFL Memorial Gardens, Northern Community Centre and Ermatinger•Clergue National Historic Site- Heritage Discovery Centre which has a liquor sales licence for the entire facility.

1.2 Outdoor Facilities Approved to Serve Alcohol

- Clergue Park/John Rowswell Park
- North Street Field/Park
- Queen Elizabeth Park
- James Elliott Park
- Strathclair Sports Complex
- Roberta Bondar Park
- Ermatinger•Clergue National Historic Site
- Downtown Plaza

Alcohol can only be served at outdoor facilities in separate licenced areas referred to in the facility permit as "beer gardens." The City will determine the location of the "beer garden" at each location for each event. The licenced area must be separated from other areas by a minimum thirty-six inch (36") high separation. Please refer to Planning, Special Events, Concerts or Festivals https://www.agco.ca/sites/default/files/3207_1.pdf

Alcohol service at a "beer garden" requires an SOP <https://www.agco.ca/en/alcohol/special-occasion-permits> or Catering Endorsement <https://www.agco.ca/en/alcohol/apply-caterers-endorsement> provided by the liquor sales licence holder from the AGCO and other regulatory agencies at least ten (10) days prior to the event and as specified in the LLCA.

The City will require Appendix A completed along with AGCO licence (SOP or Catering Endorsement) a minimum of **14 days** prior to your event.

Please allow a minimum of 30 days prior to your event to secure the proper approvals.

The City's policy restricts alcohol served at "beer gardens" to beer, wine, and coolers. As well, the serving of low alcohol and non-alcoholic beverages as options is required.

The serving of spirits (full service) is only permitted at Roberta Bondar Park, Downtown Plaza and Ermatinger Clergue National Historic Site - Heritage Discovery Centre for weddings and private receptions or at closed events where special permission is given in writing by the Director Community Services Department.

1.3 **The hours of operation for events permitted to serve alcohol are:**

- a) Indoor - 11:00 a.m. to 2:00 a.m. - any day of the week
11:00 a.m. to 3:00 a.m. - New Year's Eve (Dec. 31st)
- b) Outdoor - 11:00 a.m. to 11:00 p.m.

Note: The hours of operation for events serving alcohol at Roberta Bondar Park, Downtown Plaza and ECNHS-HDC such as weddings and private receptions or at closed events may be extended to 2:00 am where special permission is given in writing. A Noise By-law exemption may also be required.

1.4 **Facility Staff Representatives**

City Staff will be the primary contact for Municipal facilities where alcohol use is permitted; dependant on location, you may work with a specific City Staff person. City staff can be contacted at 705-759-5310.

2. **Specification of Conditions Under Which Alcohol Use Is Permitted**

Anyone who wishes to serve alcohol at a designated site must complete a rental agreement or Licence to Occupy City Property Agreement that stipulates the conditions under which alcohol may be served. In addition, the responsible person representing the event organizer must obtain a Special Occasion Permit (SOP) online from the AGCO or hire a liquor sales licence holder with a caterer's endorsement to sell alcohol to their guests. Although the caterer assumes the potential liability as a provider of alcohol, event organizers and the Municipality are "co-occupiers" of the event venue and must abide by the Occupiers' Liability Act.

2.1 **Permit and Licence Holders Conditions:**

2.1.1 The SOP holder or a liquor sales licence holder with a caterer's endorsement must adhere to all obligations and requirements under the LLCA, associated regulations and City policies. In addition, the facility permit holder (event organizer) must ensure that all the conditions of the City of Sault Ste. Marie, Sault Ste. Marie Fire Services, Sault Ste. Marie Police Service and Algoma Public Health are adhered to at the event. This also applies to the event organizer who hires a liquor sales licence holder with a caterer's endorsement. **Caterers are required to notify the AGCO and above agencies at least ten (10) days prior to catering an alcohol event.** The City reserves the right to refuse an applicant the permission to run a licenced event on its property.

2.1.2 The facility permit holder must provide a copy of the SOP to the City staff representative at least five (5) days before the event. Event organizers who hire a liquor licence holder with a caterer's endorsement must supply the address and phone number of the licence holder and a copy of the liquor licence at least five (5) days before the event.

- 2.1.3 The facility permit holder must show a City representative that they understand the City of Sault Ste. Marie ARM Policy and their obligations thereunder and that they intend to comply with its regulations by signing the rental agreement. Failure to do so will result in the application being denied, even if an SOP has been obtained from the LCBO or a Catering Notification Form has been provided to the AGCO and other regulatory agencies.
- 2.1.4 The permit/licence holder or identified designate as indicated on the facility permit must attend the event and be responsible for making decisions about the operation of the event based on the City of Sault Ste. Marie ARM Policy and the LLCA of Ontario and associated regulations.
- 2.1.5 Before the event begins the permit/licence holder must agree to attend a site review meeting with the City representative to ensure the physical setting is safe for drinkers and non-drinkers.
- 2.1.6 Prior to allowing alcohol service to begin, the permit holder or identified designate must sign off on the Facility Event Check List (Appendix E) to ensure all conditions have been met. The designated person must not be someone who has been refused permits by the AGCO. Additional checks will be completed throughout the event by qualified City staff to ensure the guidelines are being followed.

Under the Occupiers' Liability Act (O.L.A.):

- Municipalities and those renting Municipal facilities are co-occupiers because they are in control of Municipal premises, such as recreation facilities, and have the power to admit or exclude entrants.
 - Occupiers must take “reasonable steps” to ensure that all the people entering the event (e.g., event participants and rental groups) are “reasonably safe while on the premises.”
 - The same legal obligation requires that co-occupiers take the necessary steps to prevent intoxicated patrons from injuring themselves or others who are on the premises.
 - If co-occupiers fail in their responsibility, they could be sued jointly or individually if someone suffered injury or death.
- 2.1.7 The permit/licence holder or identified designate must ensure that before alcohol is served or sold to a person appearing under the age of nineteen (19), an item of identification of the person is inspected. Identification used to verify age for alcohol purchase or consumption in Ontario is:
- Ontario Driver's Licence with a photo of the person to whom the licence is issued
 - A Canadian Passport
 - Canadian Citizenship Card with a photo of the person to whom the card is issued
 - Canadian Armed Forces Identification Card
 - A photo card issued by the Liquor Control Board of Ontario (LCBO), entitled Bring Your ID (BYID)
 - A Secure Indian Status Card issued by the Government of Canada
 - A Permanent Resident Card issued by the Government of Canada
 - A photo card issued under the *Photo Card Act, 2008*

- 2.1.8 The permit/licence holder or identified designate will post a sign at all entrances to licenced areas stating what constitutes acceptable identification. (See Appendix E)
- 2.1.9 The permit/licence holder or identified designate must ensure there are enough event staff including bartenders, ticket sellers, cashiers, servers, licenced security, floor and door monitors as determined by the Facility Manager and will be determined by the size and nature of the event. Normally, the minimum Smart Serve trained event staff include one bartender, one ticket seller or cashier, one door and one floor monitor to be behind the bar, at the ticket sales area and on the floor respectively always. (See Appendix D for definitions) Roberta Bondar Pavilion requires at least 4 licenced security persons to control perimeter entrance access.

Where Municipal facilities are leased to an external management group, this group’s employees must have successfully completed Smart Serve Training. These numbers are suggestions and determined by event type, risk, anticipated attendance and may be adjusted by facility supervisor/manager as identified after site meetings and event operational plan.

Number Of Participants	Bartenders	Floor Supervisors	Door Supervisors	Ticket Sellers
Under 25	1	0	1	0
25 to 50	1	1	1	1
51 to 100	2	2	2	2
101 to 200	2	3	3	3
201 to 300	3	3	3	3
301 to 400	3	3	4	3
401 to 500	4	4	4	5
501 to 750	6	6	6	6
751 to 1300	8	8	8	8
1301 +	TBD	TBD	TBD	TBD

The permit/licence holder will provide the City with the names and Smart Serve registration numbers of all event staff (bartenders, ticket sellers, cashiers, servers, licenced security, floor and door monitors) prior to the event taking place.

The liquor sales licence holder with caterer’s endorsement shall ensure as per Registrar’s Interim Standards and Requirements for Liquor, that all servers and security staff have completed Smart Serve certification training and shall provide the City with the names and Smart Serve registration numbers of all event staff prior to the event taking place. (See Appendix A)

SMART SERVE training is available online at www.smartserve.ca.

- 2.1.10 The permit/licence holder or identified designate will ensure that event staff (bartenders, ticket sellers’ cashiers, servers, floor and door monitors) do not serve alcohol to underage, intoxicated people, or apparently intoxicated people, or serve any individual to the point of intoxication at the event. See AGCO Recognizing Intoxication <https://www.agco.ca/en/alcohol/information-sheet-recognizing-intoxication> as well as have a plan in place in case an individual becomes intoxicated and resists the suggestion to leave the event.

The Ontario Liquor Licence Act (LLCA) has been interpreted to mean that:

- It is illegal to sell or serve alcohol to an intoxicated or apparently intoxicated person.
- Those under 19 years of age cannot be served alcohol or allowed to possess or consume alcohol.
- A provider of alcohol is responsible for the safety of the people being served (provider liability).
- This responsibility extends to the safety of others, both on and off Municipal property, who come in contact with the person who was served.

Canadian case law has determined that a provider's "duty of care" may continue until an intoxicated person is sober.

2.1.11 The permit/licence holder or identified designate will allow the admittance of youth to appropriate adult events where alcohol is permitted. (e.g. weddings, anniversary parties, family and community events). The permit/licence holder will not allow persons under nineteen (19) years of age to be admitted to events where the licence does not allow such access.

2.1.12 Intoxicated, or apparently intoxicated persons will not be permitted entrance to the event and if necessary, will be removed from the premises. **Under the Occupiers' Liability Act of Ontario, Municipalities, as owners/occupiers, have the duty to prevent foreseeable harm to anyone who enters or is in the facility.**

2.1.13 Bartenders, ticket sellers, cashiers, servers, licenced security, floor and door monitors will wear visible (i.e., name tags, group/event shirts) identification always. The permit/licence holder will ensure compliance with this provision. The City reserves the right to approve of the identification that will be used at the event.

2.1.14 All conditions contained on the application for Special Occasion Permits must be adhered to.

2.1.15 The permit/licence holder, or identified designate, will ensure event staff and other personnel refrain from consuming alcohol while on duty, and shall not be under the influence of alcohol while on duty. (The event staff may only drink alcohol if they have completed their shift and their work responsibilities have ended for the entire event. Event staff should not wear their event identification after their shift and work responsibilities have ended.)

2.1.16 The permit/licence holder or identified designate will be responsible for recognizing the need for assistance and will be available for the duration of the event in case assistance is required.

The permit/licence holder or identified designate, event staff or Municipal representatives must notify the police if they observe signs that a situation is getting out of control.

2.1.17 The permit/licence holder or identified designate will not permit "last call" for alcoholic beverages to be announced. When entertainers/DJs arrive, they must be informed that there is to be **no "last call"**. This is a City house policy.

2.1.18 At least one City representative with authority to demand correction of policy infractions or to shut down an event on behalf of the Municipality must be accessible at all times.

2.2 Low Alcohol and Non-Alcoholic Options

AGCO Tip Sheet on "House Policies" -

https://www.agco.ca/sites/default/files/3058e_house_policies.pdf

2.2.1 Non-alcoholic beverages will be made available and at a lower cost than alcoholic beverages. The permit/licence holder is encouraged to have at least thirty-five percent (35%) of "low alcohol options" in the make-up of the total alcoholic beverages offered on site (e.g., four percent [4%] and two and a half percent [2.5%] beer). Wine to a maximum of fourteen percent (14%) by volume is permitted. There are **No** straight shots of spirits, spirits "on the rocks" or "shooters" allowed.

2.2.2 The permit/licence holder will post a sign identifying that low alcohol and non-alcoholic beverages are available.

2.3 Food

2.3.1 Please note as per the Special Occasion Permit Guide issued under the AGCO; there are no requirements to sell food under an SOP, however it is the permit holder's responsibility to ensure they do not permit intoxication on the premises.

2.3.2 Event workers are encouraged to advise patrons to consume food, no-alcohol and low alcohol beverages (e.g. by offering menu choices, by having staff verbally review the menu with patrons).

2.3.3 Where wine is provided with a meal, a non-alcohol substitute must be provided to ensure that children and abstainers are included in toasting celebrants.

2.4 Accountability (Signage & Insurance)

2.4.1 The permit/licence holder will ensure that they:

- i) Post the SOP, a signed copy of Appendix A, Insurance policy for the event(s) on the Statement of Intoxication sign board provided by the City of Sault Ste. Marie (house policy). Receipts for liquor purchases must also be available at the event site for police or AGCO inspectors to review. Permission to serve homemade wine at the event must be noted on the SOP.
- ii) Post signage stating the following:
 - iii) bar hours of operation
 - iv) ticket sale limit (if applicable).
 - v) proof of age required and list of acceptable ID at all entrances
 - vi) safe transportation and designated drivers.
 - vii) Sandy's Law – Warning regarding alcohol consumption during pregnancy

2.4.2 The permit holder/event organizer will obtain a minimum of five-million dollars (\$5,000,000) liability insurance and will deposit a copy of the insurance particulars to the appropriate City Community Services Department representative at least one week prior to the event. A copy of the insurance particulars will be posted during the event.

The Corporation of the City of Sault Ste. Marie must be added as an “additional insured” on the Policy of insurance with respect to the actions of the permit holder/event organizer. A reference must be made as to the location of the event.

2.4.3 Each permit/licence holder and identified designate will be required to sign and adhere to the conditions as outlined in Appendix A – City of Sault Ste. Marie Permits Where Alcohol Will Be Served. A minimum of two Executive Officers of any organized group shall sign Appendix A.

2.4.4 A checklist is performed by City staff up to 3 times throughout the event. They will be following up regarding event control, safe transportation, low alcohol and non alcohol options as well as signage and lotter license (if required). Please reference appendix E for details of checklist.

2.5 **Safe Transportation**

2.5.1 The permit holder/event organizer will be responsible for promoting safe transportation options for drinking participants.

a) Sober Driver Spot Check Awareness

Post wall and/or table signs and/or print messages that:

1. Encourage and thank participants for not drinking and driving; and
2. Remind them that the police may have roadside spot checks in place.

b) Alternative Safe Transportation Options

1. Arrange with City Staff, free overnight parking at City owned property.
2. Arranging for bus and/or taxi rides.
3. Call a friend or relative to help the intoxicated driver.
4. If necessary, warn impaired driver and call police.

2.5.2 The permit/licence holder will post a sign at the ticket sales area and behind the bar and at all entrances stating their safe transportation options.

2.6 **Fees**

The permit holder/event organizer will be responsible for the payment of all fees associated with serving alcohol at a City facility. These fees will include a non-refundable application fee and 10% of food, merchandise, and non-alcoholic sales and 5% of alcohol sales.

2.7 **Tickets**

The permit/licence holder will limit the number of tickets purchased for alcohol to not more than six (6) per purchase per person at one time. Ticket sales must cease half hour prior to bar closing time. The permit holder will post the ticket sale limit for their event.

2.8 Alcohol

Sales of alcohol shall be limited to not more than two (2) per customer at one time. Practices that encourage increased consumption (i.e., oversized drinks, double shots, pitchers of beer, drinking contests, or volume discounts) are not permitted (refer to 2.2.1 in the ARM Policy for further guidance).

2.9 Beverage Containers

No glasses or glass bottles will be permitted at events serving alcohol unless otherwise approved by the facility manager. The permit/licence holder must provide recyclable cups. Permit/licence holders are required to use different containers for non-alcoholic beverages. The permit/licence holder is responsible for clearing tables during and after the event.

2.10 Location

The City reserves the right to determine the location and size of all areas where alcohol will be served. If a tent, marquee, pavilion, or tiered seating is to be used, the City of Sault Ste. Marie's Building Division of the Engineering Department must be notified for approval.

2.11 Other

The City reserves the right to introduce other conditions at its discretion.

3. Enforcement Procedures for Policy Violation in Areas Where Alcohol Use Is Permitted

- 3.1 A violation of this Policy occurs when the permit/licence holder fails to comply with the conditions of the LLCA of Ontario and associated regulations or this Policy.
- 3.2 Intervention can be initiated by a participant at the event, a City staff member, an Officer of the Sault Ste. Marie Police Service, an AGCO Inspector, a Fire Services Inspector, Algoma Public Health Inspector, or a Building Inspector (the Group). A member of the group may intervene by informing the offending individual(s) of the Policy violation and requesting that it stop immediately. Group members are encouraged to intervene in this way because lack of intervention at other levels could result in a loss of privileges and legal charges.
- 3.3 Where the permit/licence holder or identified designate have violated the Policy and have been confronted by a City staff member, the group will be sent a registered letter advising of the violation and indicating that no further violations will be tolerated.
- 3.4 Should the permit/licence holder or identified designate violate the Policy within one year of receiving notice of their first violation, the group may be suspended from organized use of all City facilities for a specified period. A registered letter will be sent to the contact person advising of the suspension.
- 3.5 The permit/licence holder or their identified designate must report any infraction of the policy to the designated City staff immediately upon knowledge within twenty-four (24) hours.

- 3.6 The event staff must report any infraction of this policy to police whenever they believe such action is needed.
- 3.7 When the permit/licence holder or identified designate, despite request does not correct ARM Policy infractions, the designated City representative must close the event.

4. Insurance and Indemnity

The Event Organizer shall indemnify and save the City of Sault Ste. Marie, The Corporation of the City of Sault Ste. Marie, its directors, officers, employees and agents, harmless from and against any and all claims, damages, losses, liabilities, demands, judgments, causes of action, legal proceedings, economic loss, penalties or other sanctions and any and all costs and expenses arising in connection therewith (including legal fees and disbursements on a solicitor-client basis) that may, directly or indirectly, result from, arise out of or be in relation to (i) any breach, violation or non-performance by the Event Organizer, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in the ARM or in any agreement with the City; and/or (ii) any negligent act or omission of the Event Organizer or any of its employees, subcontractors or other persons for whom it is responsible at law or in equity.

Section B

Lottery Licenses

1. Lottery Licence Overview

If an event organizer wishes to hold any type of lottery scheme such as a raffle, they are required to obtain a lottery licence.

A raffle is a lottery scheme where tickets are sold for a chance to win a prize in a draw. The different types of raffle schemes are usually identified by the method of determining the winner. Raffle prizes may consist of merchandise or cash, or a combination of the two.

There are two levels of government that will issue a lottery licence - Municipal and Provincial.

Municipal Licenses

A Municipality may issue licenses to conduct the following lottery schemes:

- Bingo events with prize boards five-thousand five-hundred dollars (\$5,500) and under
- Media bingo events
- Ticket raffle lotteries for total prizes fifty-thousand dollars (\$50,000) and under
- All break open ticket lotteries not licensed by the provincial office (Ex. Nevada tickets)
- Bazaars (Ex. Tickets in the bags, Crown & Anchor)
- Giveaways – If admission is charged a license is required.

To be eligible to receive a lottery licence, an organization must first have charitable objects and purposes that fall within one of the four classifications of charity: (a) the relief of poverty; (b) the advancement of education; (c) the advancement of religion; other charitable purposes beneficial to the community, not falling under (a), (b) or (c).

Application forms are available from the Tax and Licensing Office, Level 4, Clerk Department, Ronald A. Irwin Civic Centre, 99 Foster Drive.

Additional Resources

- For additional information on “charitable gaming” please call 705-759-2684 or visit www.saultsternie.ca and search lottery licence.
- For further information regarding lotteries, visit the Alcohol and Gaming Commission of Ontario website at www.agco.ca



The Corporation of the City of Sault Ste. Marie

NOTE: All signatures of approval must be provided on one original form and posted at event.

Name of Group/Organization _____

Contact Person: _____ Telephone No. _____

Name of Event: _____

Date(s) of Event: _____

Site: _____

Time of Event: _____ Time of Beer Garden: _____

Security Company (if applicable): _____

Security Contact: _____ Security Telephone No. _____

Name of Permit/Licence Holder

Name of Identified Designate

Address of Permit/Licence Holder

Address of Identified Designate

Telephone/E-Mail

Telephone/E-Mail

CERTIFICATION:

- 1) The Permit/Licence Holder and/or organization has received and reviewed a copy of the City of Sault Ste. Marie Alcohol Risk Management Policy ("ARM Policy") with the appropriate staff representative.
- 2) The Permit/Licence Holder agrees to adhere to the conditions of this ARM Policy's and the Liquor Licence Act of Ontario and the Occupiers' Liability Act of Ontario.
- 3) The Permit/Licence Holder understands that if an infraction of the Policy occurs, the City may warn or suspend the organization from using the facilities for a period of one year.
- 4) The Permit/Licence Holder understands they can be held liable for injuries and damage arising from failing to adhere to the Liquor Licence Act of Ontario the ARM Policy and/or the Occupiers' Liability Act of Ontario, or from otherwise failing to take action that will prevent foreseeable harm from occurring.
- 5) The Permit/Licence Holder understands that the Police and/or Liquor Licence Inspector can lay charges for infractions of the Liquor Licence Act of Ontario or other relevant legislation.

Smart Serve Trained Staff

Contact List

Community Services Department

<p>City of Sault Ste. Marie Community Services Department Recreation & Culture Division 99 Foster Drive Sault Ste. Marie, ON P6A 5X6</p> <p>Phone: 705-759-2500 Fax: 705-759-6605</p>	<p>City of Sault Ste. Marie Community Services Department Community Centres Division 269 Queen Street East Sault Ste. Marie, ON P6A 1Y9</p> <p>Phone: 705-759-5251 Fax: 705-759-6990</p>
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Other Contacts

<p>Sault Ste. Marie Police Service 580 Second Line East Sault Ste. Marie, ON P6A 5L6 Phone: 705-949-6300 Fax: 705-949-3082</p>	<p>Sault Ste. Marie Fire Services Fire Prevention Office 72 Tancred Street Sault Ste. Marie, ON P6A 2W1 Phone: 705-949-3333 Fax: 705-949-2341</p>
<p>Algoma Health Unit Inspection Services 294 Willow Avenue Sault Ste. Marie, ON P6B 5B7 Phone: 705-942-4646</p>	<p>City of Sault Ste. Marie City Clerk's Department 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: 705-759-5388 Fax: 705-759-2310</p>
<p>Alcohol and Gaming Commission of Ontario Sault Ste. Marie, ON Phone: 1-800-522-2876</p>	<p>City of Sault Ste. Marie Building Division 99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone: 705-759-5410 Fax : 705-541-7165</p>

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

**The consumption of alcoholic beverages
is restricted to permitted areas and times
as outlined in the
Alcohol Risk Management Policy.**

**Any violation of the Policy
is subject to penalty in accordance
with the provisions
of the Provincial Offences Act
or termination of the rental of this facility or both.**

Job Descriptions and Responsibilities

Event staff work as a team. This provides support for all team members and ensures that any potential problems are quickly identified and dealt with. **All team members identified must understand and adhere to the conditions outlined in Section 2.1 of the Alcohol Risk Management Policy.**

Permit/Licence Holder:

Signs the alcohol permit, is the general manager of the event and assumes responsibility for the operation of the event and adheres to the conditions outlined in Section 2.1 of the Alcohol Risk Management Policy.

Identified Designate:

The person as identified on the application form who assumes responsibility for the operation of the event when the permit/licence holder is absent. Must attend the event, ensure the adequate server-trained staff is available, coordinate and help staff and ask for help from security if necessary.

Bartenders:

Checks identification, accepts tickets for the purchase of alcoholic beverages, serves drinks, monitors for intoxication, refuses service when patron appears to be intoxicated or near intoxication and offers non-alcohol substitute. Must have Smart Serve training and wear visible name tags, and group/event shirts.

Floor Supervisor/Monitor:

Liases with participants, monitors patron behavior, monitors for intoxication, responds to problems and complaints, refuses service, removes intoxicated persons and suggests safe transportation alternatives. Must have Smart Serve training and wear visible name tags, and group/event shirts.

Door Supervisor/Monitor:

Checks identification and for signs of intoxication, keeps out intoxicated and troublesome individuals, monitors for those showing signs of intoxication when leaving the event and recommends safe transportation options. Must have Smart Serve training and wear visible name tags, and group/event shirts.

Ticker Seller:

Sells alcohol tickets to a maximum of 4 per person per purchase, monitors for intoxication, refuses sale to patrons at or near intoxication and refunds tickets on request. Must have Smart Serve training and wear visible name tags, and group/event shirts.

Special Security:

Patrols the room, scans for potential trouble, notifies event staff and permit holder of potential incidents, helps event staff in handling disturbances.

Alcohol Risk Management Facility Event Check List

Group:
 Event:
 Organization Contact:
 Organization Representative Signature:
 City Staff Person(s):
 Date:

NOTE: The organization representative is the Permit Holder or Designate noted on the Special Occasion Permit. One of these individuals must be in attendance at all times during the hours of operation for the S.O.P.

CONTROL

- (A) The following forms are posted in the sandwich board provided by the City of Sault Ste. Marie Recreation and Culture Division:
- City of Sault Ste. Marie Permit Where Alcohol will be Served - Appendix A
 - The Special Occasion Permit from the Alcohol and Gaming Commission of Ontario. Permission to serve homemade wine at the event must be noted on the AGCO Special Occasion Permit or copy of Caterer's endorsement.
 - A copy of the user group's insurance policy.
 - A City of Sault Ste. Marie Facility Permit for the event or Licence of Occupation Agreement
 - Sign stating Bar Hours
 - Valid Photo ID
- (B) Facility entrances and exits are controlled, and the designated number of Smart Serve door monitors are in place. Intoxicated people will not be permitted entrance to the event and if necessary will be removed from the premises.
- (C) Bartenders and Ticket Sellers are checking for proper I.D.
- (D) The designated number of Smart Serve bartenders, ticket sellers, cashiers, servers, floor and door monitors are present and working the bar, ticket area, and event floor. Check that the names listed on the Appendix A form are those individuals selling tickets, serving alcohol and monitoring the area where alcohol use is permitted.
- (E) Bartenders, servers, and other event personnel will not consume alcohol while on duty and are not to be under the influence of alcohol while serving participants.
- (F) Sales of alcohol are to be limited to not more than two per customer at one time. The permit holder **will not allow** entertainers or disc jockey to announce, "last call".
- (G) The permit holder is responsible for clearing tables during and after the event and is required to remove empty alcohol containers from the facility when the bar closes.
- (H) All workers are clearly identifiable by the presence of either name tags, t-shirts, hats, etc.

- (I) The permit holder or identified designate is available to recognize the need for assistance and is accessible for the duration of the event in case assistance is required. Professional security personnel are present during the event, if initially requested by the City.

Safe Transportation

- (A) Safe transportation options must be promoted for drinking participants. Examples include identifying a designated drivers' program and arranging for a bus, taxi or a ride with non-drinking family and friends.

Low Alcohol and Non-Alcohol Options

- (A) The permit holder is to provide at least 35% of "low alcoholic options" in the makeup of the total beverages offered on site. (for example – 4% and 2.5% beer)
- (B) Wine to a maximum of 14% by volume is acceptable.
No straight shots of spirits, spirits on the rocks or shooters allowed.
- (C) Where wine is to be provided with a meal, a non-alcohol substitute must be provided on the table(s) to toast celebrants.
- (D) Non-alcoholic beverages must be clearly available, and encouraged, at no charge or at a lower cost than alcoholic beverages.
- (E) Post a statement of intoxication - sign to be provided by the City
- (F) A sign is posted at all entrances and at the bar area stating the safe transportation options provided by the permit holder.
- (G) Post wall or table signs that encourage and thank participants for not drinking and driving and advise that police may have roadside spot checks in place.

Lottery Licence

- (A) The organizer has a copy of the lottery licence for any raffle, bingo, bazaar draw, or give away that is taking place during the event. A licence is required for giveaways if admission is being charged.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-55

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 1281 Great Northern Road (LT 49 RCP H739 TARENTORUS EXCEPT PT 2, 1R9853 & PT 1 1R10607; PT LT 48 RCP H739 TARENTORUS PT 2 1R10607; SAULT STE. MARIE) (Onofrio's Inc. c/o John Onofrio).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **1281 GREAT NORTHERN ROAD; LOCATED ON THE SOUTH WEST CORNER OF GREAT NORTHERN ROAD AND FOURTH LINE EAST; CHANGE FROM HZ.S.160 TO HZ.S.160 WITH AN "AMENDED SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 126/1-141 of Schedule "A" to By-law 2005-150, is changed from HZ.S.160 (Highway) zone with a "Special Exception" to HZ.S.160 Amended (Highway) zone with an amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

By-law 2005-151 is amended by adding the following to the end of Section 160:

"4. Permit office uses and/or personal services to a maximum of combined gross floor area of 700 m².

5. Permit a Subcontractors Shop which may include the following uses or similar to:

- a. Electrician's shop
- b. Exterior siding and window contractor's shop
- c. Flooring shop
- d. Heating and cooling contractor's shop
- e. Plumber's shop."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

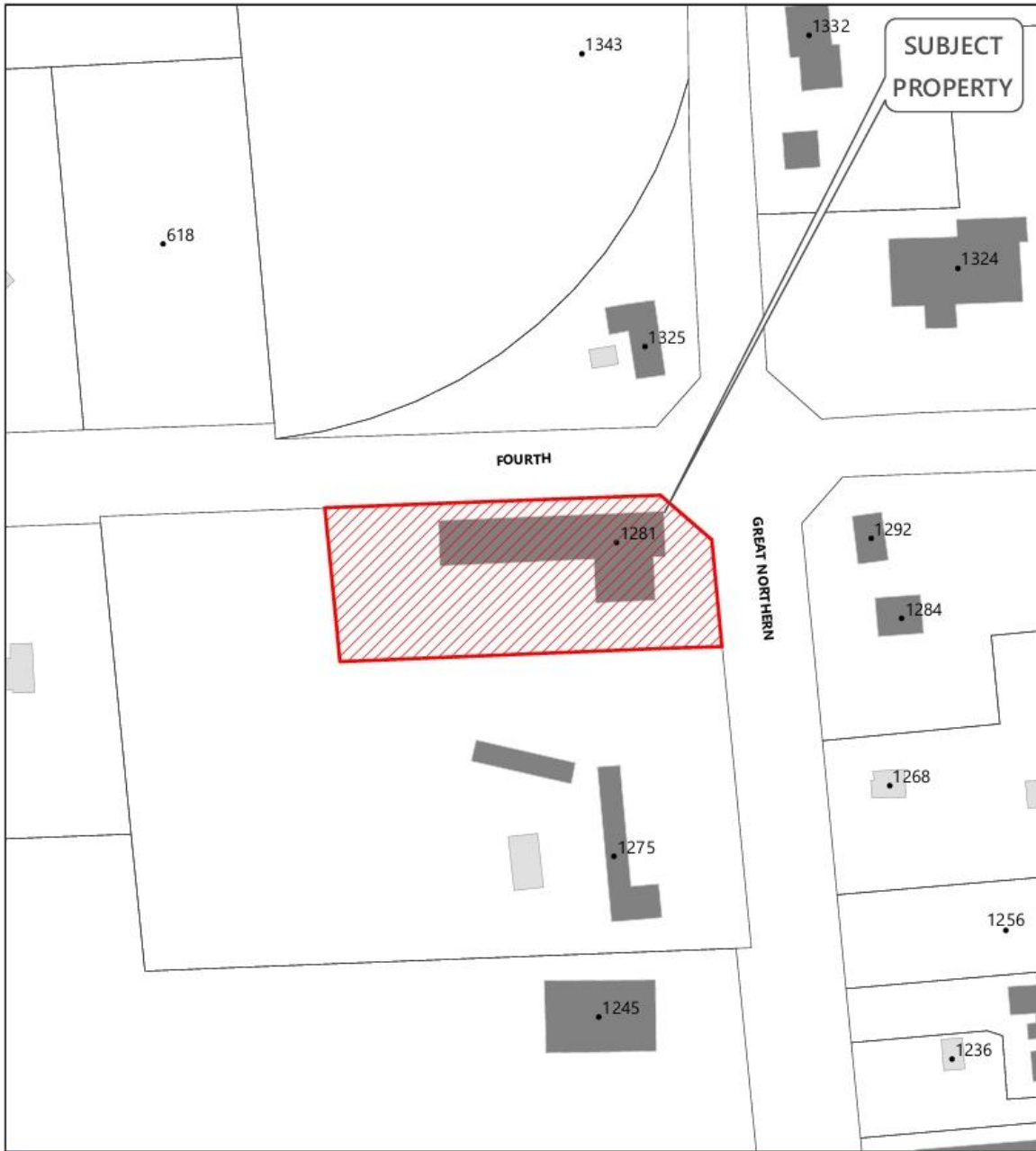
PASSED in Open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2026\Great Northern Road, 1281\2026-55 Zoning and Amended Special Exception.docx

SCHEDULE "A" TO BY-LAW 2026-55 AND
SCHEDULE 160 TO BY-LAW 2005-151




Application A-5-26-Z: Subject Property **Property Information**



SAULT STE. MARIE
Planning & Enterprise Services
Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5368 | planning@cityssm.on.ca

Legal Department Reference
Schedule "A"
 Subject Property
 Parcel

Civic Address: 1281 Great Northern Rd.
Roll No: 030085061000000
Map No: 126/1-141
Date Created: March 23, 2026



This map is for general reference only. 1:1,675

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-56

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the resurfacing of Great Northern Road from 500m north of Wigle Street to the City Limits (Contract 2026-6E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated April 13, 2026 between the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the reconstruction of Great Northern Road from 500m north of Wigle Street to the City Limits (Contract 2026-6E).

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
GREAT NORTHERN ROAD RESURFACING PHASE 2
Contract No 2026-6E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 13th day of April in the year 2026, by and between Pioneer Construction Inc. hereinafter called the "**Contractor**",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "**Owner**".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**GREAT NORTHERN ROAD RESURFACING PHASE 2
Contract No 2026-6E**

which have been signed in triplicate by both parties and which were prepared by The City of Sault Ste. Marie, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and

for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

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

Contractor: Pioneer Construction Inc.
1 Ceasar Road
Sudbury, ON P3E 5P3

Contract Administrator: The Corporation of the City of Sault Ste. Marie
Engineering Division
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – Matthew Shoemaker

MUNICIPAL CLERK – Rachel Tyczinski

THE CONTRACTOR: PIONEER CONSTRUCTION INC.

SIGNATURE

NAME: _____

I have authority to bind the Corporation

Schedule “A” to Form of Agreement

PUC INDEMNITY

IN CONSIDERATION of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the “**Facilities**”) owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively “**PUC**”) to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned’s direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned’s work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, and in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days’ written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.

THE UNDERSIGNED acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

DATED this ____ day of _____, 20__.

SIGNATURE BLOCK OF CONTRACTOR
[NAME OF CONTRACTOR]

Per: _____

Name:

Title:

I have authority to bind the Corporation

]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-57

TRAFFIC: A by-law to extend the overnight parking prohibition and the closure of bicycle lanes to May 26, 2026.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TRAFFIC BY-LAW SECTION 5(14) AND SECTION 52B EXTENSION**

Despite the provisions of Traffic By-Law 77-200 Section 5(14) and Section 52B, the Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the extension of overnight parking prohibition and the closure of bicycle lanes to May 26th, 2026 to facilitate the street sweeping program.

2. **EFFECTIVE DATE**

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

3. **LIMITED DURATION OF BY-LAW**

By-law 2026-57 shall temporarily modify the aforesaid sections of By-law 77-200 until midnight on May 26, 2026, after which By-law 2026- 57 will no longer have force and effect.

PASSED in open Council this 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-58

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Kathryn Corbiere (dba OneKwe) for a community art project in collaboration with Garden River First Nation.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 14, 2026 between the City and Kathryn Corbiere (OneKwe), a copy of which is attached as Schedule "A" hereto. This Agreement is for a community art project in collaboration with Garden River First Nation.

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 13th day of April, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ARTWORK COMMISSION AGREEMENT

This Artwork Commission Agreement ("Agreement") is entered April 14, 2026, between Kathryn Corbiere (dba "One KWE") ("Artist") with offices at 98 Lakeview Drive, M'Chigeeng, Ontario, P0P1G0 and The Corporation of the City of Sault Ste. Marie, ("Client"), and shall govern the respective rights of Artist and Client with respect to the artwork described herein.

1. Scope of Work Commissioned

Artist and Client expressly agree that the sculpture to be created by Artist shall be limited to, unless modified signed by both parties, the following artwork, hereafter known as "the Work":

- Steel fabricated representation of a White Fish: representing the importance of St. Marys River and celebrating the values inherent in living a good life: the values embedded in the seven Grandfather Teachings and the processes of living in community, hunting, gardening, fishing, gathering.
- Statue will include seven arches ~8' in height and ~ 20' in length.

Artist agrees that the Work shall be of first-class quality, artistically produced in accordance with the Specifications, with aesthetic content technically correct and of a quality equal to current standards for work of similar character and purpose.

2. Deadlines and Completion

Artist agrees to complete, deliver, and install the Work upon the following schedule:

- Complete Work no later than September 25th, 2026
- Deliver and install Work at Client's site located at 485 Queen Street East, SSM

Rights Transferred

Client is and will be the sole and exclusive owner of all right, title, and interest in and to the Work and the Specifications (excluding any third-party intellectual property in the Specifications), including all copyrights and other intellectual property rights therein. In furtherance of the foregoing, Artist shall, and hereby does, (a) assign, transfer, and otherwise convey to Client, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to the Work and the Specifications (excluding any third party intellectual property in the Specifications), including all copyrights and other intellectual property rights therein; and (b) irrevocably waive and agree not to assert its moral rights in the Work and the Specifications (excluding any third party intellectual property in the Specifications), including any and all claims Artist may now or hereafter have in any jurisdiction to moral rights or rights of "droit moral" in the Work and the Specifications.

Client hereby grants Artist a limited license to use the Work for self-promotion and include the Work in the Artist's portfolio or display the Work on any website that displays the Artist's works.

Artist hereby grants to Client and its affiliates and each of their respective direct and indirect successors, licensees, successors and assigns, the right to use Artist's name, image, likeness, and biographical and professional information (including information Artist provides to Client and any other information about Artist that is publicly available) in connection with the Work.

Artist and Client agree that the following rights shall be transferred from Artist to Client upon receipt of full payment.

3. Compensation

In full consideration of the Artist's completion of the Work in accordance with this Agreement (including without limitation research & design, Specifications, materials, fabrication, delivery and installation and the Artist fee), the Client shall pay Artist a total flat fee of \$125,000 + HST CAD ("Fee"). Artist shall invoice Client for the Fee due under this Agreement as shown below. Payment of undisputed amounts shall be due within thirty (30) days after the date Client receives a correctly completed invoice.

- 30% Down payment
- 30% Due upon providing progress photos.
- 40% Remaining balance due upon completion and Installation of the project.

4. Termination Fee

Client may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, Client agrees to compensate Artist at (75%) of the Fee. "Partial Completion" means: Fabrication of the artwork is underway and half complete. If this Agreement is terminated by Client upon Partial Completion by Artist, Artist shall transfer ownership of right, title, and interest in and to the Work and Specifications to Client as specified in Section III.

(2) Full Completion. If Artist has completed the Work at the time of cancellation, Client agrees to compensate Illustrator in full as otherwise provided in this Agreement and Artist shall transfer ownership of right, title and interest in and to the Work and Specifications to Client as specified in Section III.

5. Non-Payment; Remedies

Any late payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month.

6. Artist's Right to Authorship Credit

When asked, Client must properly identify Artist as the creator of Work. Client does not have a proactive duty to display Artist's name together with Work, but Client may not seek to mislead others that Work was created by anyone other than Artist.

7. Severability; Integration

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

8. Relationship of the Parties

Artist is an independent contractor of Client, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Artist and Client for any purpose.

Artist is not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing, or retirement benefits, or any other benefit or compensation plans offered by Client to its employees, including, without limitation, any payments under any employment standards legislation.

Client is not responsible for withholding or paying any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Artist. Artist is solely responsible for these withholding, remitting and registration obligations.

9. Warranty of Originality

Artist represents and warrants to Client that: (i) the Work is Artist's sole and original creation and has not been previously made publicly available or licensed to any third party; and (ii) the Work does not, and use thereof will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of personality, publicity or privacy, or any third-party agreement. Artist agrees that it shall hold Client harmless for any claim or liability caused by Artist's breach of the warranties under this Agreement.

10. Insurance

During the term of this agreement, Artist shall maintain in full force and effect at the Artist's sole expense, all-risks insurance covering direct physical loss or damage to drawings, models, the materials, and equipment used in connection with the Work, as well as the Work, from the date the Artist commences the research and design of the Work until the Artist delivers the Work directly to the Client and general liability insurance for a minimum of \$2 million for any one occurrence. Such insurance shall name 'The Corporation of the City of Sault Ste. Marie' as an additional insured but only with respect to this agreement.

(a) The general liability insurance shall include at least the following:

- Products and completed operations;
- Personal injury;
- Cross liability;
- Contractual liability;
- Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

(b) Artist shall provide Client with evidence of insurance upon request.

11. Indemnity

Artist agrees to defend, indemnify, and save Client harmless from all loss, cost, expense, judgment, or damage on account of injury to persons, including death, or damage to property, in any way caused by the negligence of Artist, its servants, agents, or employees related to or arising out of the programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by Client in defending any legal action pertaining to the above.

12. Miscellaneous

- i) This Agreement is personal to the Artist. Artist shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Client may assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
- ii) Artist shall use any Client confidential or proprietary only as required to fulfil Artist's obligations under this Agreement and shall not disclose such information to any third party.
- iii) Each party will promptly do, make, execute, deliver or cause to be done, made, executed, or delivered all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use commercially reasonable efforts to take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement.
- iv) This Agreement and any matter, claim, controversy, dispute, or cause of action arising out of or relating to this Agreement, whether in contract, tort, statute, or otherwise, shall be governed by and construed in accordance with the laws of the Province of Ontario and any claim or dispute between the parties shall be heard in the courts of the Province of Ontario.

LEAVE BLANK INTENTIONALLY

AGREED TO AND ACCEPTED BY:

CLIENT: The Corporation of the City of Sault Ste. Marie

Signature

Name: Matthew Shoemaker

Title: Mayor

Date:

Signature

Name: Rachel Tyczinski

Title: City Clerk

Date:

ARTIST:

A handwritten signature in black ink, appearing to read 'K Corbiere', with a large, stylized 'K' and a cursive 'Corbiere'.

Kathryn Corbiere

March 24, 2026