The Corporation of the City of Sault Ste. Marie

Regular Meeting of City Council ;

Revised Agenda

Monday, May 4, 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** 17 - 43

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the Minutes of the Regular Council Meeting of April 13, 2026 and Special Council Meeting April 27, 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**

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the Agenda for May 4, 2026 City Council Meeting as presented be approved.

6. Presentations

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that all the items listed under date May 4, 2026 – Agenda item 7 – Consent Agenda be approved as recommended.

7.1 Corporate Strategic Plan Actions and Metrics 2026 44 - 52

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the CAO dated May 4, 2026 concerning the Corporate Strategic Plan 2024-2027 Actions and Metrics be received and that Council approve the metrics as presented.

7.2 Year End Financial Report-December 31, 2025 53 - 72

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

Mover Councillor M. Bruni

Seconder Councillor R. Zagordo
Resolved that the report of the Chief Financial Officer and Treasurer dated May 4, 2026 concerning the Year-End Financial Report-December 31, 2025 be received and that the following reserve transfers be approved:

- $556,138 transferred from the Winter Control Reserve to offset the remaining 2025 winter control deficit; and
- $922,221 transferred from the Contingency Reserve to offset the Sault Ste. Marie Police Services Board 2025 deficit.

7.3 First Quarter Financial Report – March 31, 2026 73 - 91

A report of the Manager of Finance is attached for the information of Council.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Finance dated May 4, 2026 concerning First Quarter Financial Report to March 31, 2026 be received as information.

7.4 Audit – Letter of Engagement 92 - 93

A report of the Manager of Finance is attached for the consideration of

Council.

The relevant By-law 2026-75 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.5 Buy Ontario Procurement Directive 94 - 95

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Purchasing dated May 4, 2026 concerning Buy Ontario Procurement Directive be received as information.

7.6 Update – RFP Pointe des Chenes Operator for Park Space 96 - 97

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Purchasing dated May 4, 2026, concerning Update – RFP Pointe des Chenes Operator for Park Space be received and that staff continue to explore various approaches to activate this space with a report to appear on a future Council Agenda.

7.7 Manzo Park – Inclusive Sensory Playground 98 - 99

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Manger of Purchasing dated May 4, 2026 concerning the supply and installation of an Inclusive Sensory Playground for Manzo Park as required by CDES and PWES be received and that the award to Park N Play Design Company Ltd. at their proposed price of $489,899.07 plus HST be approved.

7.7.1 MYAC Comments *100 - 100*

Correspondence from Lilah Turcotte, member of the Mayor's Youth Advisory Committee is attached for the information of Council.

7.8 RFP Engineering Services – West End Wastewater Treatment Plant Phase 2 Upgrades 101 - 102

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

The relevant By-law 2026-74 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.9 2026 Tax Policy and Rates 103 - 106

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

The relevant By-laws 2026-69, 2026-70, and 2026-71 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.10 2026 Property Tax Capping Options 107 - 109

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

The relevant By-law 2026-68 appears elsewhere on the agenda and will be read with all by-laws under that item.

7.11 Community Economic Development Initiative: Batchewana First Nation – City of Sault Ste. Marie – Huron Central Railway 110 - 114

A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 4, 2026 concerning the Community Economic Development Initiative: Batchewana First Nation – City of Sault Ste. Marie – Huron Central Railway be received and that Council approve a resolution to support for the City to participate in the program.

7.12 Large Quadricycle (Pedal Pub) Update 115 - 119

A report of the Deputy CAO of Community Development and Enterprise Services is attached for the consideration of Council.

The relevant By-law 2026-61 is listed elsewhere on the Agenda and will be read with all by-laws under that item.

7.13 Superior Osteo Postural Clinic Inc. Lease Extension 120 - 121

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

The relevant By-Law 2026-60 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.14 Funding for Foreign Direct Investment Initiative 122 - 124

A report of the Manager of Business Attraction is attached for the

consideration of Council.

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the Manager of Business Attraction dated May 4, 2026 concerning Funding for Foreign Direct Investment Initiative be received and that Council approve:

- A contribution of $25,000 from the Economic Development Fund to support the TICP Foreign Direct Investment project; and
- The Foreign Direct Investment Agreement with the Province of Ontario.

The relevant By-Law 2026-53 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.15 Community Development Fund – Green Initiatives Program Applications 2026 Q1 Intake 125 - 127

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Sustainability Coordinator dated May 4, 2026 concerning Community Development Fund – Green Initiatives Program Applications 2026 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the three projects as follows be approved:

1. Algoma Sailing Clubhouse Energy Efficiency Project - $1,789;
2. Sault Climate Hub / Kiwedin Little Forest #3 Project - $8,149; and
3. Prince Charles School Outdoor Classroom Project - $11,546.

7.16 Leveraging Empty Retail Space for Experiential Marketing Campaigns 128 - 130

A report of the Supervisor Downtown Plaza is attached for the consideration of Council.

The relevant By-law 2026-59 is listed under Agenda item 12 and will be read with all by-laws under that item.

7.17 2026 Road Resurfacing Program 131 - 133

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo

Resolved that the report of the Director of Engineering dated May 4, 2026 be received and that the 2026 Road Resurfacing Program be approved.

7.18 School Zone Review 134 - 138

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

Mover Councillor S. Kinach

Seconder Councillor A. Caputo
Resolved that the report of the Manager of Design and Transportation Engineering dated May 4, 2026 concerning the School Zone Review be received and that Council approve the replacement of the speed limit signs.

7.19 Property Standards By-Law Blitz 139 - 143

A report of the Chief Building Official is attached for the information of Council.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Chief Building Official dated May 4, 2026 concerning Property Standards By-Law Blitz be received as information.

7.20 Taxi By-law Update 144 - 146

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

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that the report of the City Solicitor dated May 4, 2026 concerning Taxi By-law Update be received as information.

7.21 Soo Minor Baseball Association 147 - 149

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

The relevant By-law 2026-78 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.22 Surplus Property – Old Garden River Rd – Pt PIN 31505-0085 (Rocchetta) 150 - 153

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

The relevant By-law 2026-18 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.23 Surplus Property – Old Garden River Road – PIN 31505-0074 (Trudy Rocchetta) 154 - 157

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

The relevant By-law 2026-19 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 Surplus and Sale – Property Abutting 144 Second Line West – PIN 31582-0034 (LT) (Rocchetta Holdings Corp.) 158 - 161

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

The relevant By-laws 2026-17, 2026-66 and 2026-67 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.25 Property Acquisition – Part of Penno Road – PIN 31567-0110 162 - 164

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

The relevant By-law 2026-64 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.26 Housekeeping – Yard Maintenance By-Law and Property Standards By-law 165 - 167

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

The relevant By-laws 2026-79 and 2026-80 are listed under Agenda Item 12 and will be read with all by-laws under that item.

7.27 Temporary Patio Delegation Authority 168 - 171

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that the report of the Director of Community Services and Director of Planning dated May 4, 2026 concerning Temporary Patio Delegation Authority be received and that Council:

1. Repeal and replace By-law 2018-100 and delegate approval authority of Temporary Event Licences to the Director of Community Services, or their designate.
2. Repeal and replace By-law 2023-71 (Seasonal Patios) to include legislative references to the current legislation, and remove Schedule B, which is the Sidewalk Patio Guideline.
3. Amend the Standard Agreements respecting:
   a. Seasonal Patios on Municipal property

b. Temporary Event Licenses on Municipal property

The relevant By-laws 2026-81 and 2026-82 are 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

8.8 Boards and Committees

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

9.1 Road Rehabilitation Strategy

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Whereas Sault Ste. Marie experiences harsh winter conditions and frequent freeze/thaw cycles that accelerate pavement deterioration and contribute to significant pothole formation, particularly during the spring thaw; and

Whereas potholes and deteriorating road conditions create safety risks for drivers, cyclists, transit users, and pedestrians, and can increase municipal costs through reactive repairs and potential claims; and

Whereas proactive, data informed road rehabilitation and preventive maintenance can extend pavement life, reduce the frequency and severity of potholes, and improve service levels for residents; and

Whereas clear, accessible, and trackable pothole reporting improves public confidence and helps staff prioritize repairs efficiently.

Therefore Be It Resolved that Council direct staff to develop a 5-Year Road Rehabilitation Strategy for Council consideration and approval prior to the 2027 budget deliberations, including:

- A clear prioritization approach for arterial, collector, and local roads;
- A balance of treatments including preventive maintenance, resurfacing, and full reconstruction aligned to road condition and lifecycle cost;
- A proposed multi year capital and operating funding plan with options including impacts on levels of service;
- A recommended set of key performance indicators; and
- A proposed annual public reporting format to track progress;

Further Be It Resolved that Council direct staff to establish a formal Spring Thaw Road Response Protocol for Council consideration and approval, to be implemented annually, that includes:

- Pre-season planning and readiness;
- Defined triggers for activation;
- A prioritization framework for pothole response on major routes, community safety zones and school zones; and
- Communication procedures for public updates during peak pothole season;

And Further Be It Resolved that Council direct staff to report on options to modernize the City's pothole reporting system to improve accessibility, transparency, and operational efficiency, including any anticipated costs, implementation options, and recommended next steps prior to 2027 budget deliberations, as well as:

- Online and mobile reporting options;
- Confirmation and tracking
- Integration with internal work order systems, where feasible;
- Public facing service level targets and/or response time standards by road classification, where appropriate; and
- A communications plan to increase awareness of how and where to report potholes.

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that all By-laws under item 12 of the Agenda under date May 4, 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 2026-17 (Property Sale) Abutting 144 Second Line West (Rocchetta Holdings Corp.) 172 - 173

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-17 being a by-law to declare the City owned property legally described as PIN 31582-0034 (LT) PT LT 30 PL 12898 KORAH PT 4 1R7754; SAULT STE. MARIE being property abutting 144 Second Line West as surplus to the City's needs and to authorize the disposition of the said property to Rocchetta Holdings Corp. (Ryan Rocchetta) or as otherwise directed be passed in open Council this 4th day of May, 2026.

12.1.2 By-law 2026-18 (Property Sale) Old Garden River Road Part PIN 31505-0085 (Rocchetta) 174 - 175

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-18 being a by-law to declare the City owned property legally described as Part of PIN 31505-0085 (LT) PCL 9-1 SEC 1M462; BLK 9 PL 1M462; TARENTORUS; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property to Trudy Rocchetta or as otherwise directed be passed in open Council this 4th day of May, 2026.

12.1.3 By-law 2026-19 (Property Sale) Old Garden River Road PIN 31505-0074 (Rocchetta) 176 - 177

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-19 being a by-law to declare the City owned property legally described as in PIN 31505-0074 (LT) PCL 10-1 SEC 1M486; BLK 10 PL 1M486 TARENTORUS; BLK 13 PL 1M486 TARENTORUS; BLK 14 PL 1M486 TARENTORUS; BLK 15 PL 1M486 TARENTORUS; BLK 16 PL 1M486 TARENTORUS; BLK 17 PL 1M486 TARENTORUS S/T LT165268; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property to Trudy Rocchetta or as

otherwise directed be passed in open Council this 4th day of May, 2026.

12.1.4 **By-law 2026-53 (Agreement) Foreign Direct Investment Initiative (FDI)** 178 - 265

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-53 being a by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for the Foreign Direct Investment (FDI) initiative be passed in open Council this 4th day of May, 2026.

12.1.5 **By-law 2026-59 (Agreement) Window Display Delegation to Director of Community Development** 266 - 271

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-59 being a by-law to approve the standard form of a Window Display Agreement, to further delegate to the Director of Community Development, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be approved in open Council this 4th day of May, 2026.

12.1.6 **By-law 2026-60 (Agreement) Superior Osteo Postural Clinic Inc. Fifth Amending Lease Agreement** 272 - 275

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-60 being a by-law to authorize the execution of the Fifth Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2027 with the option to extend be passed in open Council this 4th day of May, 2026.

12.1.7 **By-law 2026-61 (Quadricycles) Pedal Pubs** 276 - 284

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-61 being a by-law to regulate and permit the operation of large quadricycles (Pedal Pubs) with optional alcohol

consumption within the municipality of Sault Ste. Marie be passed in open Council this 4th day of May, 2026.

12.1.8 By-law 2026-62 (Zoning) 293 Bay Street, 129 Bay Street, and 0 Bay Street (Station Mall) 285 - 286

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-62 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 293 Bay Street, 129 Bay Street, and 0 Bay Street (Station Mall) (SM International Holdings Ltd.) be passed in open Council this 4th day of May, 2026.

12.1.9 By-law 2026-63 (Zoning) 15, 29, 30 Bay Street West and 261 Queen Street West (Gateway Site) (City) (1188004 Ontario Inc. – Tony Porco) 287 - 288

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-63 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at Gateway Site (being 15, 29, 30 Bay Street West and 261 Queen Street West) (City) (1188004 Ontario Inc. – Tony Porco) be passed in open Council this 4th day of May, 2026.

12.1.10 By-law 2026-64 (Property Acquisition) Part Penno Road PIN 31567-0110 (Hollingsworth Investments Limited) 289 - 290

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-64 being a by-law to authorize the acquisition of property described as LT 11 RCP H653 KORAH; SAULT STE. MARIE; PIN 31567-0110(LT) (Part of Penno Road) (Hollingsworth Investments Limited) be passed in open Council this 4th day of May, 2026.

12.1.11 By-law 2026-66 (Street Assumption) Amend By-law 2026-5 291 - 291

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-66 being a by-law to amend Schedule “A” to

Street Assumption By-law 2026-5 be passed in open Council this 4th day of May, 2026.

12.1.12 By-law 2026-67 (Subdivision Control) 144 Second Line West (Rocchetta Holdings Corp.) 292 - 293

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-67 being a by-law to deem not registered for purposes of subdivision control certain lots in the Laura Wesley No. 2 Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 4th day of May, 2026.

12.1.13 By-law 2026-68 (Taxes) 2026 Property Tax Capping Options 294 - 296

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-68 being a by-law to adopt optional tools for the purposes of administering limits for the Industrial property classes be passed in open Council this 4th day of May, 2026.

12.1.14 By-law 2026-69 (Taxes) Final Tax Billing 2026 297 - 298

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-69 being a by-law to provide for 2026 final tax billing be passed in open Council this 4th day of May, 2026.

12.1.15 By-law 2026-70 (Taxes) Tax Ratios 2026 299 - 300

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-70 being a by-law to provide for the adoption of tax ratios be passed in open Council this 4th day of May, 2026.

12.1.16 By-law 2026-71 (Taxes) Tax Rates 2026 301 - 302

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-71 being a by-law to provide for the adoption of property tax rates for 2026 be passed in open Council this 4th day of May, 2026.

12.1.17 **By-law 2026-74 (Agreement) West End Wastewater Treatment Plant Phase 2 Upgrades (Aecom Canada ULC)** 303 - 405

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

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-74 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada ULC for the West End Wastewater Treatment Plant (WEWWTP) Phase 2 Upgrades, as required by Public Works and Engineering Services be passed in open Council this 4th day of May, 2026.

12.1.18 **By-law 2026-75 (Agreement) KPMG Letter of Engagement Audit** 406 - 421

A report from the Manage of Finance is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-75 being a by-law to authorize the execution of a Letter of Engagement between the City and KPMG LLP for the audit of annual financial statements be passed in open Council this 4th day of May, 2026.

12.1.19 **By-law 2026-76 (Official Plan Amendment) Rural Estate Subdivisions** 422 - 426

Council report was passed by Council resolution on April 13, 2026.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-76 being a by-law to adopt Amendment No. 259 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 4th day of May, 2026.

12.1.20 **By-law 2026-77 (Official Plan Amendment) Urban Settlement Area Expansion** 427 - 438

Council Report was passed by Council resolution on April 13, 2026.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-Law 2026-77 being a by-law to adopt Amendment No. 260 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 4th day of May, 2026.

12.1.21 **By-law 2026-78 (Agreement) Soo Minor Baseball Association Licence Amendments (Schedules "A", "C" and adding Schedule "D")** 439 - 442

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-78 being a by-law to amend the original Licence agreement dated March 1, 1992 between The Corporation of the City of Sault Ste. Marie and Soo Minor Baseball Association by adding amending Schedule “A” and “C” and adding Schedule “D” be passed in open Council this 4th day of May, 2026.

12.1.22 **By-law 2026-79 (Property Standards) Amendment to By-law 2012-9** 443 - 443

A report from the Prosecutor/Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-79 being a by-law to amend By-law 2012-9 (being a property standards by-law for The Corporation of the City of Sault Ste. Marie) be passed in open Council this 4th day of May, 2026.

12.1.23 **By-law 2026-80 (Yard Maintenance) Amendment to by-law 2012-10** 444 - 446

A report from the Prosecutor/Solicitor is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-80 being a by-law to amend By-law 2012-10 (being a yard maintenance by-law for The Corporation of the City of Sault Ste. Marie) be passed in open Council this 4th day of May, 2026.

12.1.24 **By-law 2026-81 (Delegated Authority and Agreement) Seasonal Outdoor Patio Extensions** 447 - 454

A report from the Director of Planning is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-81 being a by-law to approve the standard form of a Seasonal Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie, and further, authorize and appoint the Director of Planning and Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended be passed in open Council this 4th day of May, 2026.

12.1.25 **By-law 2026-82 (Licence to Occupy Agreements) Temporary Event Licences - Patio Extensions** 455 - 464

A report from the Director of Planning is on the Agenda.

Mover Councillor M. Bruni

Seconder Councillor A. Caputo
Resolved that By-law 2026-82 being a by-law to approve the standard form of a Licence to Occupy City Property Agreement for Community Events; and further to delegate to the Deputy CAO – Community Development & Enterprise Services, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie; and further to authorize and appoint the Deputy CAO – Community Development & Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio in relation to an event on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended be passed in open Council this 4th day of May, 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**

Mover Councillor S. Kinach

Seconder Councillor R. Zagordo
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, April 13, 2026
5:00 pm
Council Chambers and Video Conference

Present:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor S. Kinach (by video), Councillor C. Gardi, Councillor M. Scott
Absent:	Councillor L. Vezeau-Allen
Officials:	T. Vair, R. Tyczinski, S. Hamilton Beach, B. Lamming, J. King, S. Schell, C. Rumiel, D. Perri, N. Maione, R. Van Staveren, N. Thibault, P. Tonazzo, T. Anderson, M. Zuppa, F. Coccimiglio, V. McLeod, T. Vecchio, J. Ingram, K. Neveu, E. Cormier, K. Pulkkinen

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1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that the Minutes of the Regular Council Meeting of March 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

4.1 Councillor L. Dufour – 2026 Elections in Territories Without Municipal Organization (Algoma)

Employed by SSMDSSAB.

4.2 Councillor L. Dufour – DSSAB Lease Agreement 2026

Employed by SSMDSSAB.

4.3 Councillor L. Dufour – By-law 2026-49 (Agreement) Sault Ste. Marie District Social Services Administration Board Election

Employed by SSMDSSAB.

4.4 Councillor L. Dufour – By-law 2026-52 (Agreement) DSSAB Lease 72 Tancred Street and 65 Old Garden River Road

Employed by SSMDSSAB.

5. Approve Agenda as Presented

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

Resolved that the Agenda for April 13, 2026 City Council Meeting as presented be approved.

Carried

6. Presentations

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

Resolved that all the items listed under date April 13, 2026 – Agenda item 7 – Consent Agenda save and accept Agenda items 7.4, 7.5, 7.16 and 7.21 be approved as recommended.

Carried

7.1 Outstanding Council Resolutions

7.2 Northern Ontario School of Medicine University Campus Planning

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.3 2026 Municipal Election

The report of the City Clerk was received by Council.

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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

Carried

7.6 Use of Corporate Resources Policy – 2026 Municipal Election

The report of the City Clerk was received by Council.

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

7.7 Amendment to 2026 Council Meeting Schedule

The report of the City Clerk was received by Council.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.8 Long-Term Tax Policy Update and Revision

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.9 Two 4WD Farm Tractors – Public Works Parks Division

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.10 Tender – Ready Mix Concrete

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

7.11 Tender for Asphalt

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

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.12 Alcohol Risk Management Policy Updates 2026

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

The relevant By-law 2026-54 is listed under item 12 of the Minutes.

7.13 Licence to Occupy Agreement Etienne Brule Community Garden – SOYA

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

The relevant By-law 2026-35 is listed under item 12 of the Minutes.

7.14 Economic Development Summary 2025

The report of the Director of Economic Development was received by Council.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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

Carried

7.15 Tourism Development Fund Applications – March 2026

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

Resolved that the report of the Director of Tourism and Community Development dated 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); and
5. Crank the Shield ($5,000).

Carried

7.17 Garden River First Nation Community Art Collaboration

The report of the Indigenous Policy and Process Renewal Advisor and the Director Tourism and Community Development was received by Council.

The relevant By-law 2026-58 is listed under item 12 of the Minutes.

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

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

Carried

7.19 Extension – Bicycle Lane Closure and Overnight Parking Prohibition

The report of the Director of Public Works was received by Council.

The relevant By-law 2026-57 is listed under item 12 of the Minutes.

7.20 2026-6E – Great Northern Road Resurfacing

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

The relevant By-law 2026-56 is listed under item 12 of the Minutes.

7.22 Property Acquisition – 246 Pim Street

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

The relevant By-law 2026-42 is listed under item 12 of the Minutes.

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

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

The relevant By-law 2026-43 is listed under item 12 of the Minutes.

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

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

The relevant By-law 2026-44 is listed under item 12 of the Minutes.

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

A report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

The relevant By-law 2026-41 is listed under item 12 of the Minutes.

7.4 Recount Policy – 2026 Municipal Election

The report of the City Clerk was received by Council.

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

Resolved that the report of the City Clerk dated April 13, 2026 concerning Recount Policy – 2026 Municipal Election be received and that a recount be required where there are 15 votes or less between a successful candidate and the next candidate.

	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**	**2**	**0**	**1**

Carried

7.5 2026 Elections in Territories Without Municipal Organization (Algoma)

Councillor L. Dufour declared a conflict on this item. (Employed by SSMDSSAB.)

The report of the City Clerk was received by Council.

The relevant By-laws 2026-45, 2026-46, 2026-47,2026-48, and 2026-49 are listed under item 12 of the Minutes.

7.16 Municipal Accommodation Tax Funds to Support Plaza Operation

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

Moved by: Councillor L. Dufour
Seconded by: Councillor A. Caputo

Resolved that the report of the Director of Tourism and Community Development and Supervisor of Downtown Plaza dated April 13, 2026 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.

	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	**3**	**7**	**0**	**1**

Defeated

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

Resolved that the main motion be postponed pending a more detailed report with additional information regarding funds needed to further activate the downtown plaza using MAT funds.

	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	**3**	**7**	**0**	**1**

Defeated

7.21 DSSAB Lease Agreement 2026

Councillor L. Dufour declared a conflict on this item. (Employed by SSMDSSAB.)

The report of the Fire Chief was received by Council.

The relevant By-law 2026-52 is listed under item 12 of the Minutes.

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)

The report of the Junior Planner was received by Council.

The relevant By-law 2026-55 is listed under item 12 of the Minutes.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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 m^2;
- 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.

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

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

Carried

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

The report of the Intermediate Planner was received by Council.

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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.

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

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

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

The report of the Intermediate Planner was received by Council.

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

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

Councillor M. Scott	X			
Results	**10**	**0**	**0**	**1**

Carried

8.7.3.1 Correspondence Received

8.8 Boards and Committees

8.8.1 Downtown Development Committee

Moved by: Councillor M. Scott
Seconded by: Councillor L. Dufour

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

Carried

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

9.1 Urban Tree Canopy

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

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 (MNRF) 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.

	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**	**1**	**0**	**2**
				Carried

9.2 Pim/Church Streets

Moved by: Councillor L. Vezeau-Allen
Seconded by: Councillor S. Spina

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.

Councillor L. Vezeau-Allen requested this motion appear on the May 25, 2026 Council Agenda.

9.3 Team Jacobs Way

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

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 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.

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

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

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

Resolved that all By-laws under item 12 of the Agenda under date April 13, 2026 save and accept By-laws 2026-49 and 2026-52 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 2026-35 (Agreement) Etienne Brule Community Garden (SOYA)

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.2 By-law 2026-37 (Zoning) General Housekeeping Amendments – Phase II

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.3 By-law 2026-40 (Taxes) Elimination of Vacant and Excess Land Subclass Reduction

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.4 By-law 2026-41 (Access to Land Program – Surplus Property) 4 Wemyss Street

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.8 By-law 2026-45 (Agreement) Algoma District School Board Election

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.9 By-law 2026-46 (Agreement) Huron Superior Catholic District School Board Election

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.10 By-law 2026-47 (Agreement) Conseil Scolaire Public Du Grand Nord de l'Ontario Election

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.11 By-law 2026-48 (Agreement) Conseil Scolaire de District Catholique du Nouvel-Ontario Election

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.13 By-law 2026-50 (Elections) Use of Corporate Resources During a Municipal Election

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.14 By-law 2026-51 (Elections) Vote Counting Equipment and Alternative Voting Methods

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.16 By-law 2026-54 Alcohol Risk Management Policy Updates

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.17 By-law 2026-55 (Zoning) 1281 Great Northern Road (Onofrio's Inc. c/o John Onofrio)

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.18 By-law 2026-56 (Engineering) Great Northern Road Resurfacing Phase 2

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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 Wigle Street to the City Limits (Contract 2026-6E) be passed in open Council this 13th day of April, 2026.

Carried

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

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

Moved by: Councillor C. Gardi
Seconded by: Councillor L. Dufour

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.

Carried

12.1.12 By-law 2026-49 (Agreement) Sault Ste. Marie District Social Services Administration Board Election

Councillor L. Dufour declared a conflict on this item. (Employed by SSMDSSAB.)

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

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.

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

Councillor S. Kinach	X			
Councillor C. Gardi	X			
Councillor M. Scott	X			
Results	**9**	**0**	**0**	**2**

Carried

12.1.15 By-law 2026-52 (Agreement) DSSAB Lease 72 Tancred Street and 65 Old Garden River Road

Councillor L. Dufour declared a conflict on this item. (Employed by SSMDSSAB.)

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

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.

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

Carried

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

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

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

The Corporation of the City of Sault Ste. Marie

Special Meeting of City Council

Minutes

Monday, April 27, 2026
5:00 pm
Video Conference
Meetings may be viewed live on the City's YouTube channel
https://www.youtube.com/user/SaultSteMarieOntario

Video Conference:	Mayor M. Shoemaker, Councillor S. Hollingsworth, Councillor S. Spina, Councillor L. Dufour, Councillor A. Caputo, Councillor R. Zagordo, Councillor M. Bruni, Councillor C. Gardi
Absent:	Councillor L. Vezeau-Allen, Councillor S. Kinach, Councillor M. Scott
Officials:	T. Vair, M. Zuppa, J. King, C. Rumiel, F. Pozzebon; F. Couture, T. Vecchio

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1. Land Acknowledgement

2. Adoption of Minutes

Moved By Councillor M. Bruni
Seconded By Councillor L. Dufour

Resolved that the Minutes of the Special Council Meeting of April 21, 2026 be approved.

Carried

3. Declaration of Pecuniary Interest

4. Approve Agenda as Presented

Moved By Councillor M. Bruni
Seconded By Councillor L. Dufour

Resolved that the Agenda for the April 27, 2026 Special City Council Meeting as presented be approved.

Carried

5. Reports of City Departments, Boards and Committees

5.1 Chief Building Official Appointment

The report of the CAO was received by Council.

The relevant By-law 2026-65 is listed under item 7 of the Minutes.

5.2 Recount Policy

The report of the City Clerk was received by Council.

The relevant By-law 2026-72 is listed under item 7 of the Minutes.

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

6.1 By-law Blitz

Moved By Councillor L. Dufour
Seconded By Councillor M. Bruni

Whereas the City of Sault Ste. Marie has a Building and By-Law Enforcement Task Force that has led several changes to By-Law Enforcement in Sault Ste. Marie, including more officers, vacant buildings by-law and new legal resources; and

Whereas, penalties for breaches of the various by-laws continue to be too small to act as an effective deterrent; and

Whereas, the level of compliance achieved with vacant/derelict buildings and dirty yards is currently below the level of expectation in the community; and

Whereas, the melted snow has revealed significant compliance issues on numerous properties across the City;

Now Therefore Be It Resolved that staff bring a report back to the May 4, 2026 Council Meeting on moving to a targeted proactive property-standards, yard maintenance and vacant home by-law blitz, with recommendations on whether additional staffing is required for such a

blitz, including the geographic area of such a blitz, which are suggested to be Wellington Street to the water's edge, between Pim Street and West Street;

Further Be It Resolved that the Building and By-Law Enforcement Task Force be revived to review and recommend a strategy for effective proactive enforcement blitzes, shorter compliance periods, registration of Orders on title, increases in fines, and any other way that better compliance with existing by-laws can be achieved.

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

Carried

7. Consideration and Passing of By-laws

7.1 By-law 2026-65 (Appointment) Chief Building Official

Moved By Councillor C. Gardi
Seconded By Councillor L. Dufour

Resolved that By-law 2026-65 being a by-law to appoint Francois Couture as Chief Building Official and to repeal By-law 2014-251 be passed in open Council this 27th day of April, 2026.

Carried

7.2 By-law 2026-72 (Elections) Recount Policy

Moved By Councillor C. Gardi
Seconded By Councillor L. Dufour

Resolved that By-law 2026-72 being a by-law to adopt a recount policy for Municipal elections be passed in open Council this 27th day of April, 2026.

Carried

8. Adjournment

Moved By Councillor C. Gardi
Seconded By Councillor L. Dufour

Resolved that this Council shall now adjourn.

Carried

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Mayor

_____

Deputy City Clerk

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Tom Vair, CAO
DEPARTMENT:	Chief Administrative Officer
RE:	Corporate Strategic Plan Actions and Metrics 2026

Purpose

The purpose of this report is to seek Council approval for the 2026 annual metrics that will address the Corporate Strategic Plan 2024-2027.

Background

On October 1, 2024, City Council approved the Corporate Strategic Plan 2024-2027. The Corporate Strategic Plan is a key document that guides City Council and staff in making operational and capital decisions. It covers the remainder of the current Council's term and the first year of the next term of Council.

When the plan was approved, staff committed to provide an ongoing monitoring and reporting program to track progress, assess outcomes, and identify any necessary adjustments. The first annual report for 2025 was recently presented to Council on March 23, 2026.

The annual actions and metrics for 2026 (Attachment A – Corporate Strategic Plan Actions and Metrics 2026) are presented for Council review and approval.

Analysis

Numerous strategic documents were utilized to develop the Corporate Strategic Plan 2024-2027 and inform the actions and metrics. These strategic documents include the FutureSSM Community Development Strategy, Official Plan, Housing Action Plan, Parks and Recreation Master Plan, Asset Management Plan, Community Greenhouse Gas Reduction Plan, Community Culture Plan, Tourism Strategy, and Economic Development Strategy.

The Corporate Strategic Plan 2024-2027 includes four Focus Areas:

1. Community Development
2. Quality of Life
3. Infrastructure
4. Service Delivery

For each of the focus areas and their associated sub-groups and high-level goals, staff has identified actions, metrics, and timelines to advance the priorities over the next year.

As this is the second version of the reporting framework for the Corporate Strategic Plan, staff have made adjustments to the actions and metrics to reflect last year's results, while trying to keep the metrics consistent to enable multi-year comparisons.

Financial Implications
There are no financial implications to the actions and metrics document that have not been already approved as part of the 2026 municipal budget.

Strategic Plan / Policy Impact / Climate Impact
This report provides the actions and metrics associated with the Corporate Strategic Plan 2024-2027 over the next year.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the CAO dated May 4, 2026 concerning the Corporate Strategic Plan 2024-2027 actions and metrics be received and that Council approve the metrics as presented.

Respectfully submitted,

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

	Actions	Metrics	Timeline	DCAO/Director	Comments
Focus Area 1:					
Community Development					
Economic Activity					
Support the growth of a diversifed economy.					
Develop shovel-ready projects to access available funding	Identify parcels for new industrial land development	Acres acquired/serviced - 40 acres	Q4 2026	Rick Van Staveren	
Attract new business and ensure sufficient supply of industrial land	Business development	5 Year Investment Funnel Pending - $840M	Q42026	Rick Van Staveren	
	Funding acquired	$500,000	Q4 2026	Rick Van Staveren	
	Planning applications	Target 70 applications	Q4 2026	Peter Tonazzo	
	Planning applications processing time	>95% of Planning applications processed on time	Q4 2026	Peter Tonazzo	
Support entrepreneurs	Support entrepreneurs through Millworks Centre	4,000 Client engagements and outreach	Q4 2026	Harleen Puaar	
	Business attraction	50 jobs created and/or pending	Q4 2026	Rick Van Staveren	
Increase tourism visitor spending and occupany rates	Occupancy average	Target greater than 64% occupancy	Q4 2026	Travis Anderson	
	Municipal Accommodation Tax	Target $2.1M revenue	Q4 2026	Travis Anderson	
Well-being					
Take a collaborative approach towards a healthy and safe community.					
Advocate for addiction and mental health services	Monitor impact and progress of HART Hub and Emergency Treatment Fund funding	ETF - hiring, vehicle procurement, training and full-service launch by July 2026 HART Hub - metrics reported to include Individuals Served, Client Interactions, # Housed with HART HUB supportive housing	Q4 2026	CAO/CMHA	
Advocate for improved healthcare facilities and personnel	Advocate with Ministry of Health	Additional funding for Sault Area Hospital, Group Health Centre, Ontario Finnish Resthome and NOSM U campus development	Q4 2026	CAO	
Foster collaboration and coordination of health and social services	Implementation of homelessness strategy by Social Services	Advocate for additional funding for supportive housing units Indicators will be reported from 10 Year Housing and Homelessness Action Plan	Q4 2026	CAO/Social Services	
	Implement the Community Safety and Wellbeing Plan	Establish and hold >2 meetings with Executive Leadership Table Report on metrics and indicators from CSWB Plan	Q4 2026	Brent Lamming/Travis Anderson	
Invest in allied health care recruitment and innovative labour force solutions	Physician recruitment committee	8 doctors recruited	Q4 2026	Tasha Varpio	
Social Equity					
Support equitable access and opportunities for everyone.					
Implement a housing action plan to deliver affordable housing	Housing Accelerator Fund Round 2 funding programs roll-out	Implemetation of the Housing Action Plan according to timelines	Q4 2026	Peter Tonazzo	
	Monitor annual housing starts	150 annural housing starts per year	Q4 2026	Peter Tonazzo	
Support the full participation of user groups of all abilities	Accessibility activites	3 significant barriers removed or accessibility enhancements installed	Q4 2026	Peter Tonazzo	
		Five accessibility ramps installed where full barrier curb exists	Q3 2026	Dan Perri	
Support programs that foster a safe, welcoming and inclusive community	Local Immigration Partnership community engagement	26 events	Q4 2026	Travis Anderson	
Truth and Reconciliation					
Establish respectful meaningful relationships with First Nations and Metis communities.					
Implement Municipal Calls to Action from Truth and Reconciliation Commission	Develop Truth and Reconciliation Commission Strategy document	Completed plan with Baawaating Advisory Committee endorsement	Q4 2026	Travis Anderson	

Expand cultural competency training throughout the Corporation	Expand Cultural Competency Training to the next level within the organization	100 additional staff trained in Cultural Competency	Q3 2026	Nicole Thomas	
Take a proactive approach to 'reconcili-action'	Engage meaningfully with each First Nation partner	Identify and priortize projects/initiatives of importance	Q4 2026	Travis Anderson	
Focus Area 2:					
Quality of Life					
Work. Life. Balance.					
Maintain an affordable community with exceptional four-season recreational opportunities.					
Promote Sault Ste. Marie as a municipality of choice	Continue with the Sault Ste. Marie promotional campaign	1.13M visits with 700k to Tourism Sault Ste. Marie website, 430K views on Welcome to Sault Ste. Marie website	Q4 2026	Travis Anderson	
Exceed Provincial housing targets annually	Launch Housing Action Plan and Community Improvement Plan	150 housing starts	Q4 2026	Peter Tonazzo	
Encourage and support sustainable transportation options	Continue expansion of Hub Trail	People's Road Project - Phase 1 Second Line to Penno Road	Q3 2026	Carl Rumiel	
	Expand multi-use trail system	– People's Road Reconstruction - Phase 2 Penno Road to Third Line	Q3 2027	Carl Rumiel/Peter Tonazzo	
		Sackville Road extension with 800m trail	Q4 2026	Carl Rumiel/Peter Tonazzo	
	Expand cycling lanes within the City	East Street (Bay to Wellington) cycle track (curb-separated bicycle facility)	Q4 2026	Carl Rumiel/Peter Tonazzo	
Invest in recreational infrastructure	Expansion of bike trails	1km of new biking trails at Wishart Park	Q4 2026	Carl Rumiel/Peter Tonazzo	
	Upgrade of park equipment	Wilcox Park - rubber surfacing and court repairs Manitou Park - grand opening summer Kiwanis Park - upgrades (formerly Rosedale Park) Wishart Park - rubber surfacing Snowdown Park - court upgrades Manzo Park accessibilty features (Spring 2027)	Q3 2026/Q2 2027	Nicole Maione	
	John Rhodes roof replacement	A new roof installed, extending asset life	Q3 2026	Nicole Maione	
	John Rhodes HRV pool units	Replace pool unites 1, 2 and 3	Q4 2026	Nicole Maione	
	Lighting Queen E Field B	Replace lighting	Q3 2026	Nicole Maione	
	Strathclair dog park upgrade	Install new solar lighting	Q4 2026	Nicole Maione	
	Develop new dog park	New leash free dog park	Q4 2026	Nicole Maione	
	John Rhodes Lighting Upgrade	Install new LED lighting	Q2 2026	Nicole Maione	
	Updgrade outdoor rink facilities	Esposito rink shack design and costing	Q4 2027	Nicole Maione	
	Wishart Park	Bridge installation and park upgrades	Q3 2026	Nicole Maione/ Travis Anderson	
	Accessible Washrooms/Change Area study	Manzo Park and Greco Pool	Q4 2026	Nicole Maione	
Welcoming					
Instill a strong sense of community that embraces and celebrates diversity and culture.					
Attract newcomers	Maximize our Rural Community Immigration Pilot allocation annually	Attract 300 newcomers to Sault Ste. Marie	Q4 2026	Travis Anderson	
Promote multi-cultural events	Organize arts and culture events	12 standalone events	Q4 2026	Nicole Maione	
Establish diverse, equitable, inclusive and accessible community spaces	Engage seniors in community programming	55,000 program visits in Bay Street and Northern Community Centre Active Living Centre	Q4 2026	Nicole Maione	
	Manzo Park playground updates	Accessible features upgrades	Q4 2026	Peter Tonazzo/ Nicole Maione	

Vibrant Downtown					
Create a hub of activity and excitement through shops, events, promotion and amenities.					
Increase participation and grow the number of events in the Downtown year over year	Roberta Bondar Pavilion event programming	85 events and bookings	Q4 2026	Nicole Maione	
	Downtown Plaza programming	30,000 participants	Q4 2026	Nicole Maione	
	Broader downtown events	13 events	Q4 2026	Nicole Maione	
	GFL Memorial Gardens programming	9 events with over 1,200 participants (not including Greyhound games)	Q4 2026	Nicole Maione	
	GFL number of visitors (including Soo Greyhound games)	195,000 annual visitors	Q4 2026	Nicole Maione	
	Ermatinger Clergue National Historic Site programming	25,000 annual visitors	Q4 2026	Nicole Maione	
Increase assessment value and growth rates in the Downtown	Investment in the Downtown core	Increased Assessment Value on par with other areas of the commnity	Q2 2026	Peter Tonazzo	
		Finalize environmental studies for Gateway parcels 2 & 3 (for sale or activation)	Q3 2026	Peter Tonazzo	
		Implement new Queen Street design to the extent of the Downtown, Phase 2 tender and construction	Q2 2028	Carl Rumiel	
		Investigate funding alternatives to establish Facade grant program	Q1 2026	Peter Tonazzo	
	Downtown Ambassador Program	Report number of Client interactions and Calls for Support	Q4 2026	Nicole Maione	
Continue to develop world-class waterfront destinations	Advance the City's Waterfront Development Master Plan	Council approval of Phase 1 design to refer to budget and seek funding	Q4 2026	Travis Anderson	
Arts and Culture					
Support and grow the creative economy and celebrate arts and culture.					
Celebrate diversity in public art	Commission new murals and public art as part of the Vivid Arts Festival	3 new murals	Q3 2026	Nicole Maione	
	Commission an Indigenous artwork installation	1 new installation	Q4 2026	Nicole Maione/Travis Anderson	
Promote and conserve heritage assets	Utilize existing heritage conservation program	$103,000 in heritage tax rebates	Q1 2026	Nicole Maione	
	Number of heritage properties registered	42 properties registered Under Part IV of the Ontario Hertiage Act	Q4 2026	Nicole Maione	
	Install new windows in the Sault Ste. Marie Museum building	$200,000 window upgrade project	Q4 2026	Nicole Maione	
	Implementation of the Ermatinger Clergue National Historic Site digital strategy	Implement FedNor grant	Q2 2026	Nicole Maione	
	Host heritage walks and Doors Open event	5 events and walks	Q4 2026	Nicole Maione	
Enhance funding support for cultural initiatives	Deploy increased budget through the Cultural Vitality Committee	$170,000 distributed to community arts organization	Q4 2026	Nicole Maione	
Focus Area 3:					
Infrastructure					
Current Assets					
Monitor, maintain, and redevelop existing infrastructure.					
Maintain a robust asset management plan	Monitor and utilize for capital projects expenditures	Use asset management plan to inform projects	Q3 2026	Carl Rumiel	
	Maintain a functional public works fleet	Percentage of vehicles that exceed the recommended replacement age - currently 39% with goal of 32% by year end	Q4 2026	Dan Perri	
	Maintain a robust sidewalk network	1500m2 of sidewalk replaced yearly	Annually	Dan Perri	
	Maintain municipal drainage works	750 catchbasins cleaned per year	Annually	Dan Perri	

	Maintain municipal drainage works	12 km of ditches cleaned per year	Annually	Dan Perri	
Transit fleet age is in line with the Provincial average	Invest in fleet	Average age of fleet less than 8 years to align with Ontario average	Q4 2026	Nicole Maione	
Leverage funding opportunities	Submit Provincial and Federal applications	$28M in funding support	Q4 2026	Brent Lamming/Carl Rumiel	
Improvements to transportation network	Implement the Approved 2026 Capital Transportation Plan (TMP)	Design, award tenders and construct all road reconstruction projects for 2026	Q4 2026	Carl Rumiel	
	Update the Five-Year Capital Transportation Plan	Revise and obtain Council approval for the 5-year plan to reflect the newest priorities and funding	Q2 2026	Carl Rumiel	
	Long range planning through the Transportaion Master Plan	Review recommendations in TMP and update	Q4 2026	Carl Rumiel	
	Update and Improve Asset Data	Keep data up to date - Pavement Condition Index (PCI) scores and sewer condition	Q4 2026	Carl Rumiel	
	Improve wastewater infrastructure with long range planning through the Wastewater Master Plan (WWMP)	Review recommendations in Wastewater Master Plan (WWMP)	Q3 2026	Carl Rumiel	
Accessible and barrier-free	Manzo Park/Greco Pool accessible washrooms/changerooms	$60,000 Manzo Park, $35,000 for Greco Pool	Q4 2026	Nicole Maione	
Upgrade assets for energy efficiency and climate resilience	Facility energy efficiency	Projects include JRCC LED lighting, JRCC replace cooling tower, Field B LED lighting, Roberta Bondar Pavilion parking lot lighting, Bay Street Active Living Centre rooftop unit, Bay Street LED lighting, 65 Old Garden River Road HVAC, 72 Tancred roof replacement, Library controls and electrical upgrade, PW Admin Building HVAC, JRCC roof replacement, HVAC	Q4 2026	Travis Anderson	
	Electric Vehicle charger installation	EV charger costing study completed	Q3 2026	Travis Anderson	
Future Assets					
Strategically build and acquire infrastructure to support a growing community					
Invest in maintaining an attractive and vibrant downtown core with a world-class waterfront	Advance the City's Waterfront Development Master Plan	Council approval of Phase 1 design to refer to budget and seek funding	Q4 2026	Travis Anderson	
Expand active transportation network	Expand hubtrail, multi use trails and cycling lanes	People's Road, Sackville Road, East Street	Q4 2026	Carl Rumiel/Peter Tonazzo	
Ensure community parks, green spaces and recreation infrastructure needs are met	Upgrade three parks	Wilcox Park - rubber surfacing and court repairs Manitou Park - grand opening summer Kiwanis Park - upgrades (formerly Rosedale Park) Wishart Park - rubber surfacing Snowdown Park - court upgrades Manzo Park accessibilty features (Spring 2027)	Q4 2026	Nicole Maione	
Environment					
Be a leader in environmental sustainability and climate action.					
Net zero emissions by 2050	GHG Community Reduction Plan	Implementation of plan and report to Council annually	Q4 2026	Travis Anderson	
Enhance and protect our public green spaces	GHG Community Reduction Plan	Prioritization of GHG Action Items and Budget Process	Q4 2026	Travis Anderson	
Seek opportunities to implement new, sustainable solutions	Fleet transition to EV vehicles	4 electric vehicles purchased	Q3 2026	Dan Perri	
	Biosolids Management Facility	Complete design of new biosolids and household organics processing facility	Q4 2026	Carl Rumiel	
	Landfill waste diversion	2,600 tonnes of material diverted through recycling and composting programs	Q2 2027	Dan Perri	

Implement practices and technologies to improve air/water quality and enhance biodiversity	West End Wastewater Treatment Plant Phase 2 Upgrades	Select engineer, design and prepare tender and contracts for 2026/27	Q4 2026	Carl Rumiel	
	East End Wastewater Treatment Plant UV System Upgrades	Construction of new UV system	Q3 2026	Carl Rumiel	
	Wastewater system reliability and minimize number of sewage backups per year <10 due to main blockages	125 km of sewers flushed per year	Q4 2026	Dan Perri	
	Landfill compliance with Provincial legislation	Exceed provincial expectations on annual inspection	Annually	Dan Perri	
	Review of waste collection options (Solid waste, SSO, Recycling)	Review complete	Q4 2026	Dan Perri	
	Expansion of Methane Collection System Emissions (Climate Change)	Expansion complete	Q4 2027	Dan Perri	
	Collection of Source Separated Organics and Composting (SSO)	Collection established	Q2 2028	Dan Perri	
	Continued collection of Household Hazardous Waste - Environment Stewardship	Ongoing operation of HHW facility	Ongoing	Dan Perri	
Focus Area 4:					
Service Delivery					
Customer Service					
Provide accessible communications, timely resolution of concerns, and fair treatment for all.					
Standardize customer service practices and policies	Undertake review of current practices and policies	Finalize and implement recommendations of review	Q4 2026	Nicole Maione	
Regularly collect and review customer feedback for continuous improvement	Monitor participation in programs and identify opportunities for customer feedback:				
	Transit ridership	1.5M rides	Q4 2026	Nicole Maione	
	John Rhodes pool	5,200 total participants in programs	Q4 2026	Nicole Maione	
	Active Living 55+ (Bay Street and NCC locations)	1,050 in person programs	Q4 2026	Nicole Maione	
	GFL Memorial Gardens visitors, including Greyhound games	195,000	Q4 2026	Nicole Maione	
	Maintain Fire Service average response time to calls	First arriving engine company on the scene in 4:00 minutes or less 90% of the time	Q4 2026	Naomi Thibault	
	Conduct proactive Fire Service training throughout the community	Over 240 fire safety demonstrations and speaking events	Q4 2026	Naomi Thibault	
	Educate youth on fire prevention	Reach 3,500 students with elementary and secondary school program	Q4 2026	Naomi Thibault	
Develop new methods of collecting and analyzing customer feedback	Implement customer surveys to obtain feedback	5 surveys per year	Q4 2026	Brent Lamming/Tessa Vecchio	
Develop Employees					
Create a supportive workplace that invests in employees.					
Explore technology that supports innovation and efficiency	Develop RFI for ERP solution	RFI released	Q3 2026	Nicole Thomas	
	AI technology adoption	Develop AI Strategy and Roadmap - Identify pilot projects	Q3 2026	Frank Coccimiglio	
Maximize investment in training	Use of in-house subject matter experts to deliver management skills training	Offer 3 workshop-style topics targeting new supervisors	Q4 2026	Nicole Thomas	
	Provide targeted training based on emerging trends and issues	Two additional de-escalation training sessions for front-line staff	Q4 2026	Nicole Thomas	
		Mental health & resilience training for all front-line staff	Q3 2026	Nicole Thomas	
Implement strategies to attract and retain talent	Increase visibility as an employer of choice in the area	Participate in three job fairs	Q4 2026	Nicole Thomas	
		Partner with local post-secondary career offices for enhanced advertising	Q4 2026	Nicole Thomas	
		Feature employee testimonials with the community	Q4 2026	Nicole Thomas	

Advance diversity, equity, and inclusion in the workplace	Internal awareness campaign of the “Financial Assistance for Training and Development Courses” benefit	5% increase in utilization of existing benefit	Q2 2026	Nicole Thomas	
	Development of a DEI guiding policy for the Corporation	Draft to be submitted to SMT for feedback/approval	Q4 2026	Nicole Thomas	
	Training to roll out DEI policy to all staff	In-person training for all existing employees on Respectful Workplace Policy – Human Rights / Harassment & Discrimination	Q2 2026	Nicole Thomas	
Foster civic pride and team building	Continue team building events and activities throughout the Corporation	Hold >25 staff team building and recognition events throughout the year	Q4 2026	Senior Management Team/Employee Association	
Eliminate Barriers					
Identify obstacles that hinder growth and development, and streamline processes.					
Implement and enhance online tools for applications and permits	Phase one: Roll out of Sault Ste. Marie Innovation Centre's Cerolink Online application platform	Live online planning application	Q2 2026	Frank Coccimiglio, Peter Tonazzo	
	Ensure adherence to legislated timelines for Planning Act applications	Tracking and monitoring response times	Annual	Peter Tonazzo	
Review processes, policies, and procedures to identify efficiencies	Review and prioritization of policy document revision	Complete review and update >2 policies	Q4 2026	SMT	
Reduce red tape and accelerate timelines for responses and approvals	Implement online application portal for planning applications	Training and launch of new portal solution	Q2 2026	Frank Coccimiglio, Peter Tonazzo	
Remove physical and digital barriers to enhance accessibility	Adopting Accessiblity friendly technology	AODD Compliant Virtual meeting technology for Council Chambers	Q3 2026	Frank Coccimiglio	
Community Partnerships					
Build collaborative relationships to enhance service delivery options.					
Facilitate relationships with neighbouring communities and community groups to achieve shared goals	Maintain municipal and industry partnerships	Active participation in industry associations including AMO/OMAA/ROMA/ICSC/NOLUM/FCM/EDCO/ TIAC/TIAO	Q4 2026	CAO/Brent Lamming	
	Meet with Michigan & ONEDC economic development colleagues	6 meetings annually: Eastern Upper Peninsula Planning Group, Chippewa County Economic Development Corporation and Sault Ste. Marie Michigan Economic Development Corporation.	Q4 2026	Rick Van Staveren	
Liaise with community groups to improve communications	Local Not for Profits-Community Service Organizations (Ex. APH/GHC/Thrive/Harvest Algoma etc.)	Hold meetings at least annually with key community stakeholder groups	Q4 2026	CAO/Brent Lamming	
Foster strategic partnerships with education institutions for labour force and economic development	Implement a Bi-Annual Meeting with Post Secondary Institutions	Minimum 10 meetings/year	Q3 2026	Brent Lamming	

Peoples Road Reconstruction – off-road multi-use trail – 800m done by Q4 2025 and 800m done by Q4 2026
Sackville Road Extension – off-road multi-use trail 800m done by Q4 2026
East Street (Bay to Wellington)- Cycle Track (curb-separated bicycle facility) Q4 2025

Project	**Funder**	**Amount**
Westend Wastewater Treatment Plane Ph. 2 (CHIF)	Government of Canada	$ 22,981,000
Sackville Road Extension	Province of Ontario Housing-Enabling Core Servicing Stream	$ 5,253,000
People's Road Stormwater Management	Province of Ontario - Health and Safety Water Stream (HSWS)	$ 2,487,018
Queen Street Streetscaping	NOHFC	$ 2,000,000
Emergency Treatment Fund	Health Canada	$ 3,557,503
John Rhodes Energy Retrofit and Accessibility Project	Government of Canada - Green and Inclusive Community Buildings (GICB)	$ 1,000,000
Rural Community Immigration Pilot (RCIP) Support	FedNor	$ 922,500
Parks Revitalization	NOHFC	$ 858,080
Investment Attraction	Tariff Impacted Communities Fund	$ 500,000
Green Shipping Corridor Program	Transport Canada	$ 396,900
NG911	Ministry of the Solicitor General, Ontario	$ 272,289
Port Development	FedNor	$ 233,100
Designing a Home Energy Retrofit Loan Program for Sault Ste. Marie	FCM, Green Municipal Fund	$ 174,893
Enabling Accessibility Fund	Government of Canada	$ 125,000
Climate Adaptation	FCM, Green Municipal Fund	$ 83,000
Total		$ 40,844,283

The Corporation of the
City of Sault Ste. Marie

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

May 4, 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:	Year End Financial Report-December 31, 2025

Purpose

The purpose of this report is to provide Council with the Year End Operating and Capital Financial Report for December 31, 2025.

Background

As at December 31, 2025, the unaudited deficit for the year is $1,478,359. The Third Quarter Financial Report for the period ending September 30, 2025 presented to Council on November 3, 2025 forecasted a deficit for City operations to be $1.3 to $1.8 million and the Sault Ste. Marie Police Service Board (SSMPSB,) from June 30, 2025, highlighted an over-expenditure of $1.45 million.

Analysis

The 2025 year-end position was significantly impacted by the deficit of SSMPSB, as it was in 2024 as well.

City deficit, excluding SSMPSB	($ 556,138)
SSMPSB deficit	($ 922,221)
Total corporate deficit	($1,478,359)

This is the first year in which the Tax Stabilization Reserve budgeted allocations were required, as they could not be absorbed corporately. The City's corporate deficit is net of $1,069,634 from the reserve.

Some key variances to note for the Corporate surplus, excluding the SSMPSB deficit, are:

$(000)	Variance (+ surplus/-deficit)
Tax Write-offs	(2,808.4)
Winter Control	(2,470.5)
Interest and Investment Income	1,473.6
Salary gapping	1,007.2

Casino revenue	454.3
Long Term Care grant (final year)	483.0
Street lighting	332.7
PUC Special Dividend	300.0

The 2025 tax write-offs included $2.3 million for assessment appeal settlements, both actual and estimated impacts. This is the main reason for the budget shortfall.

Winter Control costs were anticipated to exceed the 2025 budget due to the harsh winter conditions. Staff is recommending that the balance of the City deficit of $556,138 be funded from the Winter Control Reserve. This represents approximately 23% of the total winter control shortfall that could not be covered corporately.

The detailed operating department variances are included in the Manager of Finance's fourth quarter report in Appendix A.

The SSMPSB's significant deficit impacts overall City operations, as City reserves must be used to offset it. The reserves will not be available to manage other unforeseen impacts. Staff is recommending that the SSMPSB deficit be covered from the Contingency Reserve.

Capital
Appendix B includes a summary of the 2025 Capital Budget. As of December 31, 2025 approximately 64% of the approved budget has been spent.

Financial Implications
The financial impact of the year-end deficit and Capital budget is included in the analysis section of the report.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated May 4, 2026 concerning the Year-End Financial Report-December 31, 2025 be received as information and that the following reserve transfers be approved:

- $556,138 transferred from the Winter Control Reserve to offset the remaining 2025 winter control deficit; and
- $992,221 transferred from the Contingency Reserve to offset the Sault Ste. Marie Police Services Board 2025 deficit.

Respectfully submitted,

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

	Actual 2025	Budget 2025	Variance	Notes
Mayor and Council	693,489	686,197	(7,292)	
Chief Administrative Officer	500,567	463,601	(36,966)	
Corporate Services	7,707,714	7,923,901	216,187	1
Legal	5,796,993	6,222,660	425,667	2
Fire Services	16,643,499	17,402,758	759,259	3
Public Works and Engineering	54,370,853	52,716,223	(1,654,630)	4
Community Development and Enterprise Services	21,840,525	21,831,715	(8,810)	
Levy Board	25,380,215	25,380,215	(0)	
Outside Agencies	45,224,176	44,298,775	(925,401)	5
Corporate	(185,372,590)	(185,618,962)	(246,372)	6
Capital and Debt	8,692,917	8,692,917	-	
	1,478,359	-	(1,478,359)	

Notes:

Overall
Operating departments, for the most part, delivered services within their Council approved budgets. The overall deficit of $1.5m has been described in length in the body of the report. As mentioned in the report, the year-end position can be further defined as a City deficit $556k and a deficit as a result of the City's Outside Agencies, predominantly Police Services, of $922k. Specific to City governed operations, the following items significantly impact the city's year end position:
1 - Tax Write-offs - $2.8 million deficit
2 - Winter Control - $2.5 million deficit
3 - Interest and investment income - $1.4 million surplus
4 - Salary Gapping - $1 million surplus
5 - OLG Revenue - $500k surplus
6 - Transitional mitigation funding - $500k surplus
7 - Streetlighting - $330k surplus
8 - Works - Summer construction program - $300k surplus
9 - Provincial Offenses - $180k surplus
9 - Other variances including insurance, various other revenues and underexpenditures - $540k surplus

The items listed above are notable to Council, however, it should be stated that various revenue and expenditure accounts will fluctuate but will result in a net impact of zero due to year-end balancing. Examples of this include sanitary revenues and expenditures, building permits, Municipal Accommodation Tax, as well as a number of other sub-departments. Both MAT and Sanitary had higher than budgeted revenues, however, as these services balance at year-end, they do no not impact the City's net year-end position.

1 - Corporate Services
Corporate Services reflects a surplus of $215k primarily as a net result of gapping equal to the same amount.

2 - Legal
Legal Services, which incudes Human Resources, represents a surplus of $425k. This is primarily due to an under expenditure in insurance costs and better than anticipated net revenues and expenses related to Provincial Offences.

3 - Fire Services
Fire Services reflects a surplus of $760k, which was in part due to an additional grant received in 2025 and salaries being more in line with historical expense, while including a full year of the additional firefighters. Staff will continue to analyze the success of the hiring initiative, however, these surprluses are not anticipated to be ongoing and salary and benefit costs should align closer to budget in future years.

4 - Public Works & Engineering
Public Works & Engineering is reflecting an overall deficit of $1.7 million as highlighted above. There are a number of pieces that contribute to this, such as an over expenditure in vehicle maintenance and hired equipment of $2.1 million, consisting of repair parts overage and winter control hired equipment overage for snow removal contractors. For Winter Control specifically, operations are overspent by $2.5 million, which includes the overexpenditures listed above. As anticipated, the activities with the highest overexpenditures are snow removal and plowing of city sidewalks. The summer program expected a favorable surplus of $300k due to fluctuations in material costs. In addition, there are various over and underexpenditures within Sanitary and Waste Management activities, however, these areas are balanced with either a transfer to or from reserve at year-end. There were significant underexpenditures in streetlighting costs in the amount of $335k, which were used to offset the overexpenditures noted above. The City budgets streetlight costs based on estimates from the PUC. Should this trend continue, staff will adjust future budgets accordingly.

5 - Outside Agencies
The variance relates to Police Services. Police Services, as a whole, reflects overspending of $925k.

6 - Corporate
Corporate Revenues and Expenditures reflect a deficit of $235k. This is due to various fluctuations highlighted above. Significant windfalls include higher-than-anticipated interest and investment income, the special dividend from PUC, the final year of transitional mitigation funding, and more revenue from OLG than budgeted. Offsetting these windfalls are more than anticipated tax write-offs, totaling nearly $2.8 million. Included in the 2025 budget was the hiring of six individuals, funded by the tax stabilization reserve. In previous years, we had budgeted to draw on the tax stabilization reserve to offset certain pressures. These have previously been offset elsewhere in the organization; however, the amount pertaining to the individuals hired in 2025 has been drawn in 2025.

City of Sault Ste. Marie - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Taxation	($148,879,485.79)	($148,521,347.00)	$358,138.79	(0.24%)	($143,844,322.07)	($143,335,325.00)
Payment in lieu of taxes	($5,016,284.25)	($5,054,728.00)	($38,443.75)	0.76%	($4,929,052.34)	($4,888,407.00)
Fees and user charges	($42,022,271.00)	($35,889,081.00)	$6,133,190.00	(17.09%)	($37,689,044.00)	($34,645,433.00)
Government grants	($22,938,985.76)	($22,845,149.00)	$93,836.76	(0.41%)	($21,324,460.65)	($20,697,425.00)
Interest and investment income	($7,762,551.41)	($6,289,000.00)	$1,473,551.41	(23.43%)	($8,334,846.21)	($6,289,000.00)
Contribution from own funds	($2,568,187.37)	($2,165,648.00)	$402,539.37	(18.59%)	($2,054,270.12)	($1,766,416.00)
Other income	($5,228,990.74)	($3,034,622.00)	$2,194,368.74	(72.31%)	($5,084,096.42)	($2,839,746.00)
Change in future employee benefits	-20457.6		$20,457.60	0.00%	1311771.21	
	($234,437,213.92)	($223,799,575.00)	$10,637,638.92	(4.75%)	($221,948,320.60)	($214,461,752.00)
EXPENDITURES						
Salaries	$57,444,300.28	$58,405,880.00	$961,579.72	1.65%	$55,995,012.47	$55,281,452.00
Benefits	$16,980,133.08	$16,822,911.00	($157,222.08)	(0.93%)	$16,381,520.48	$16,046,059.00
TOTAL SALARIES/BENEFITS	**$74,424,433.36**	**$75,228,791.00**	**$804,357.64**	**1.07%**	**$72,376,532.95**	**$71,327,511.00**
Travel and training	$345,892.94	$581,623.00	$235,730.06	40.53%	$449,617.83	$554,862.00
Vehicle allowance, maintenance and repairs	$6,838,450.91	$4,053,785.00	($2,784,665.91)	(68.69%)	$5,516,600.36	$3,818,192.00
Utilities and fuel	$11,422,979.28	$12,053,512.00	$630,532.72	5.23%	$10,579,236.59	$12,266,830.00
Materials and supplies	$7,321,463.39	$7,204,724.00	($116,739.39)	(1.62%)	$8,950,853.21	$6,763,401.00
Maintenance and repairs	$4,103,952.37	$3,614,852.00	($489,100.37)	(13.53%)	$3,589,573.94	$3,377,187.00
Program expenses	$1,273,468.23	$1,005,037.00	($268,431.23)	(26.71%)	$1,169,277.56	$911,192.00
Goods for resale	$940,721.62	$797,029.00	($143,692.62)	(18.03%)	$933,564.12	$772,271.00
Rents and leases	$279,597.27	$172,557.00	($107,040.27)	(62.03%)	$225,140.32	$172,557.00
Taxes and licenses	$2,961,521.42	$3,064,712.00	$103,190.58	3.37%	$2,638,846.36	$2,978,736.00
Financial expenses	$5,897,057.62	$2,639,701.00	($3,257,356.62)	(123.40%)	$3,960,678.49	$2,514,688.00
Purchased and contracted services	$11,714,256.63	$11,263,719.00	($450,537.63)	(4.00%)	$10,627,192.29	$10,416,009.00
Grants to others	$70,741,726.99	$30,067,593.00	($101,016.35)	(0.34%)	$70,850,104.88	$66,390,962.00
Long term debt	$1,322,996.72	$40,978,012.00	($918,102.36)	(2.24%)	$1,323,170.56	$1,400,000.00
Transfer to own funds	$36,238,581.82	$30,843,011.00	($5,395,570.82)	(17.49%)	$30,313,396.42	$30,646,480.00
Capital expense	$360,493.48	$418,482.00	$57,988.52	13.86%	$436,157.29	$406,004.00
Depreciation			$0.00	0.00%	21414956.54	
Gain/Loss on disposal of capital assets			$0.00	0.00%	-171779.55	
Less: recoverable costs	($272,021.07)	($187,565.00)	$84,456.07	(45.03%)	($551,691.36)	($255,130.00)
TOTAL OTHER EXPENSES	**$161,491,139.62**	**$148,570,784.00**	**($12,920,355.62)**	**(8.70%)**	**$172,254,895.85**	**$143,134,241.00**
	$235,915,572.98	$223,799,575.00	($12,115,997.98)	(5.41%)	$244,631,428.80	$214,461,752.00
NET (REVENUE)/EXPENDITURE	**$1,478,359.06**	**$0.00**	**($1,478,359.06)**		**$22,683,108.20**	**$0.00**

Mayor and Council	693,488.81	686,197.00	(7,291.81)	-1.06%
Chief Administrative Officer	500,567.33	463,601.00	(36,966.33)	-7.97%
Corporate Services	7,707,713.99	7,923,901.00	216,187.01	2.73%
Legal	5,796,993.28	6,222,660.00	425,666.72	6.84%
Fire Services	16,643,498.98	17,402,758.00	759,259.02	4.36%
Public Works and Engineering	54,370,853.32	52,716,223.00	(1,654,630.32)	-3.14%
Community Development & Enterprise Services	21,840,525.26	21,831,715.00	(8,810.26)	-0.04%
Levy Board	25,380,215.10	25,380,215.00	(0.10)	0.00%
Outside Agencies	45,224,175.60	44,298,775.00	(925,400.60)	-2.09%
Corporate	(185,372,589.61)	(185,618,962.00)	(246,372.39)	0.13%
Capital and Debt	8,692,917.00	8,692,917.00	-	0.00%

Mayor & Council - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
EXPENDITURES						
Salaries	$517,932.59	$521,701.00	$3,768.41	0.72%	$504,838.07	$529,844.00
Benefits	$87,222.01	$78,501.00	($8,721.01)	(11.11%)	$82,745.23	$74,834.00
TOTAL SALARIES/BENEFITS	**$605,154.60**	**$600,202.00**	**($4,952.60)**	**(0.83%)**	**$587,583.30**	**$604,678.00**
Travel and training	$32,225.59	$20,000.00	($12,225.59)	(61.13%)	$27,262.01	$20,000.00
Vehicle allowance, maintenance and repairs	$34,447.14	$35,675.00	$1,227.86	3.44%	$34,163.43	$35,675.00
Materials and supplies	$18,671.76	$23,220.00	$4,548.24	19.59%	$26,387.87	$23,220.00
Purchased and contracted services	$1,086.81	$2,100.00	$1,013.19	48.25%	$3,084.14	$2,100.00
Grants to others	$1,902.91	5000	$3,097.09	61.94%	1304.34	15000
Capital expense			$0.00	0.00%	24.04	
TOTAL OTHER EXPENSES	**$88,334.21**	**$85,995.00**	**($2,339.21)**	**(2.72%)**	**$92,225.83**	**$95,995.00**
	$693,488.81	$686,197.00	($7,291.81)	(1.06%)	$679,809.13	$700,673.00
NET (REVENUE)/EXPENDITURE	**$693,488.81**	**$686,197.00**	**($7,291.81)**	**(1.06%)**	**$679,809.13**	**$700,673.00**

CAO's Office - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Contribution from own funds	($17,410.96)		$17,410.96	0.00%	($57,589.04)	
Other income	($139,113.14)		$139,113.14	0.00%	($78,818.48)	
	($156,524.10)	$0.00	$156,524.10	0.00%	($136,407.52)	$0.00
EXPENDITURES						
Salaries	$342,052.77	$347,494.00	$5,441.23	1.57%	$336,050.61	$332,926.00
Benefits	$85,344.95	$83,576.00	($1,768.95)	(2.12%)	$62,464.40	$80,543.00
TOTAL SALARIES/BENEFITS	**$427,397.72**	**$431,070.00**	**$3,672.28**	**0.85%**	**$398,515.01**	**$413,469.00**
Travel and training	$6,634.80	$4,880.00	($1,754.80)	(35.96%)	$7,404.16	$4,260.00
Vehicle allowance, maintenance and repairs	$5,161.32	$5,700.00	$538.68	9.45%	$5,146.78	$4,500.00
Materials and supplies	$30,504.75	$21,775.00	($8,729.75)	(40.09%)	$18,280.60	$13,591.00
Program expenses	1844.52		($1,844.52)	0.00%	2170	
Purchased and contracted services	$141,428.24	$26.00	($141,402.24)	(543,854.77%)	$62,356.98	$30.00
Grants to others	$44,120.08		($44,120.08)	0.00%	57589.04	
Capital expense		$150.00	$150.00	100.00%	162.79	$150.00
Depreciation			$0.00	0.00%	53645.01	
TOTAL OTHER EXPENSES	**$229,693.71**	**$32,531.00**	**($197,162.71)**	**(606.08%)**	**$206,755.36**	**$22,531.00**
	$657,091.43	$463,601.00	($193,490.43)	(41.74%)	$605,270.37	$436,000.00
NET (REVENUE)/EXPENDITURE	**$500,567.33**	**$463,601.00**	**($36,966.33)**	**(7.97%)**	**$468,862.85**	**$436,000.00**

Corporate Services - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Taxation	($403,808.00)		$403,808.00	0.00%		
Fees and user charges	($163,219.16)	($160,543.00)	$2,676.16	(1.67%)	($149,090.37)	($126,643.00)
Government grants		($150,000.00)	($150,000.00)	100.00%	($283,299.84)	($150,000.00)
Contribution from own funds		($48,829.00)	($48,829.00)	100.00%		
Other income	($163,047.97)	($114,545.00)	$48,502.97	(42.34%)	($184,825.05)	($119,666.00)
	($730,075.13)	($473,917.00)	$256,158.13	(54.05%)	**($617,215.26)**	($396,309.00)
EXPENDITURES						
Salaries	$4,020,038.72	$4,262,210.00	$242,171.28	5.68%	$3,828,669.58	$3,935,596.00
Benefits	$1,131,026.10	$1,103,704.00	($27,322.10)	(2.48%)	$1,031,017.42	$1,026,156.00
TOTAL SALARIES/BENEFITS	**$5,151,064.82**	**$5,365,914.00**	**$214,849.18**	**4.00%**	**$4,859,687.00**	**$4,961,752.00**
Travel and training	$17,949.15	$19,564.00	$1,614.85	8.25%	$21,099.01	$19,564.00
Vehicle allowance, maintenance and repairs	331.41	$620.00	$288.59	46.55%	$116.17	$620.00
Materials and supplies	$372,314.67	$427,706.00	$55,391.33	12.95%	$364,852.50	$400,874.00
Maintenance and repairs	$1,353,656.57	$1,599,697.00	$246,040.43	15.38%	$1,271,948.84	$1,523,520.00
Goods for resale	30240	$19,200.00	($11,040.00)	(57.50%)	$17,520.00	$19,200.00
Rents and leases	$7,361.23	$3,000.00	($4,361.23)	(145.37%)	$9,070.66	$3,000.00
Financial expenses	$119,634.94	$30,500.00	($89,134.94)	(292.25%)	$26,679.20	$30,500.00
Purchased and contracted services	$653,879.55	$754,487.00	$100,607.45	13.33%	$780,806.01	$751,031.00
Grants to others	675.31		($675.31)	0.00%	$508.80	$2,000.00
Transfer to own funds	653628.55	$70,000.00	($583,628.55)	(833.76%)	$435,567.62	$85,000.00
Capital expense	$77,052.92	$107,130.00	$30,077.08	28.08%	$107,039.04	$105,850.00
Depreciation			$0.00	0.00%	$159,948.61	
TOTAL OTHER EXPENSES	**$3,286,724.30**	**$3,031,904.00**	**($254,820.30)**	**(8.40%)**	**$3,195,156.46**	**$2,941,159.00**
	$8,437,789.12	$8,397,818.00	($39,971.12)	(0.48%)	$8,054,843.46	$7,902,911.00
NET (REVENUE)/EXPENDITURE	**$7,707,713.99**	**$7,923,901.00**	**$216,187.01**	**2.73%**	**$7,437,628.20**	**$7,506,602.00**

IT	3,721,507.00	3,721,507.00	-	0.00%
Finance	2,682,178.68	2,825,825.00	143,646.32	5.08%
Clerk's	1,304,028.31	1,376,569.00	72,540.69	5.27%

Legal Department - Fourth Quarter Ended December 31, 2025

	2025 YTD	Budget	Variance	Percentage Budget-Rem	2024 Actual To:	Budget
FISCAL YEAR REMAINING% :	**Actual**	**2025**		0.00%	**December**	**2024**
REVENUE						
Fees and user charges	($1,507,432.99)	($1,535,837.00)	($28,404.01)	1.85%	($1,611,213.97)	($1,535,037.00)
Government grants		($1,540.00)	($1,540.00)	100.00%		($1,540.00)
Interest and investment income	($58,139.21)		$58,139.21	0.00%	($31,523.92)	
Contribution from own funds	-5288.73		$5,288.73	0.00%	($10,318.99)	
	($1,570,860.93)	($1,537,377.00)	$33,483.93	(2.18%)	($1,653,056.88)	($1,536,577.00)
EXPENDITURES						
Salaries	$2,301,993.24	$2,385,075.00	$83,081.76	3.48%	$2,218,833.52	$2,228,104.00
Benefits	$1,771,486.73	$1,687,188.00	($84,298.73)	(5.00%)	$1,655,736.77	$1,643,904.00
TOTAL SALARIES/BENEFITS	**$4,073,479.97**	**$4,072,263.00**	**($1,216.97)**	**(0.03%)**	**$3,874,570.29**	**$3,872,008.00**
Travel and training	$44,454.21	$116,856.00	$72,401.79	61.96%	$69,533.10	$117,706.00
Vehicle allowance, maintenance and repairs	$423.36	$950.00	$526.64	55.44%	$349.86	$950.00
Materials and supplies	$90,952.28	$112,616.00	$21,663.72	19.24%	$96,039.91	$111,766.00
Maintenance and repairs	$12,181.88	$5,389.00	($6,792.88)	(126.05%)	$2,891.39	$5,389.00
Rents and leases	$71,222.01	$79,302.00	$8,079.99	10.19%	$71,078.56	$79,302.00
Taxes and licenses	$2,646,781.77	$2,789,198.00	$142,416.23	5.11%	$2,335,545.84	$2,703,222.00
Purchased and contracted services	$414,755.03	$552,763.00	$138,007.97	24.97%	$438,159.73	$551,507.00
Capital expense	$13,603.70	$30,700.00	$17,096.30	55.69%	$19,417.71	$28,400.00
Gain/Loss on disposal of capital assets			$0.00	0.00%	($8,589.39)	
TOTAL OTHER EXPENSES	**$3,294,374.24**	**$3,687,774.00**	**$393,399.76**	**10.67%**	**$3,024,426.71**	**$3,598,242.00**
	$7,367,854.21	$7,760,037.00	$392,182.79	5.05%	$6,898,997.00	$7,470,250.00
NET (REVENUE)/EXPENDITURE	**$5,796,993.28**	**$6,222,660.00**	**$425,666.72**	**6.84%**	**$5,245,940.12**	**$5,933,673.00**

Fire Services - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($1,069,464.56)	($781,319.00)	$288,145.56	(36.88%)	($1,052,874.83)	($912,613.00)
Government grants	($82,503.21)		$82,503.21	0.00%		
Other income	($12,608.10)	($3,375.00)	$9,233.10	(273.57%)	($53,768.55)	($3,375.00)
	($1,164,575.87)	($784,694.00)	$379,881.87	(48.41%)	($1,106,643.38)	($915,988.00)
EXPENDITURES						
Salaries	$12,447,297.21	$12,916,777.00	$469,479.79	3.63%	$12,294,782.36	$11,877,407.00
Benefits	$3,584,320.78	$3,651,710.00	$67,389.22	1.85%	$3,376,149.56	$3,421,007.00
TOTAL SALARIES/BENEFITS	**$16,031,617.99**	**$16,568,487.00**	**$536,869.01**	**3.24%**	**$15,670,931.92**	**$15,298,414.00**
Travel and training	$55,511.98	$82,566.00	$27,054.02	32.77%	$82,054.33	$71,566.00
Vehicle allowance, maintenance and repairs	$396,023.80	$300,100.00	($95,923.80)	(31.96%)	$398,345.96	$244,600.00
Utilities and fuel	$177,979.25	$232,310.00	$54,330.75	23.39%	$180,759.58	$363,000.00
Materials and supplies	$346,312.13	$321,193.00	($25,119.13)	(7.82%)	$408,711.04	$293,228.00
Maintenance and repairs	$228,385.42	$197,989.00	($30,396.42)	(15.35%)	$237,587.33	$165,636.00
Financial expenses	$5,849.93	$4,000.00	($1,849.93)	(46.25%)	$6,043.76	$4,000.00
Purchased and contracted services	$27,174.04	$24,300.00	($2,874.04)	(11.83%)	$24,025.96	$20,800.00
Transfer to own funds	$461,372.32	$395,941.00	($65,431.32)	(16.53%)	442764.18	$390,273.00
Capital expense	$77,847.99	$60,566.00	($17,281.99)	(28.53%)	$55,963.06	$60,566.00
Depreciation			$0.00	0.00%	592100.25	
TOTAL OTHER EXPENSES	**$1,776,456.86**	**$1,618,965.00**	**($157,491.86)**	**(9.73%)**	**$2,428,355.45**	**$1,613,669.00**
	$17,808,074.85	$18,187,452.00	$379,377.15	2.09%	$18,099,287.37	$16,912,083.00
NET (REVENUE)/EXPENDITURE	**$16,643,498.98**	**$17,402,758.00**	**$759,259.02**	**4.36%**	**$16,992,643.99**	**$15,996,095.00**

Public Works & Engineering - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($4,991,145.83)	($4,126,344.00)	$864,801.83	(20.96%)	($3,901,690.06)	($3,726,999.00)
Government grants	($163,770.87)	($238,721.00)	($74,950.13)	31.40%	($149,385.26)	($238,721.00)
Contribution from own funds	($34,882.85)	($251,840.00)	($216,957.15)	86.15%	-35584.53	($247,122.00)
Other income	($251,433.69)	($90,000.00)	$161,433.69	(179.37%)	($298,651.23)	($90,000.00)
	($5,441,233.24)	($4,706,905.00)	$734,328.24	(15.60%)	($4,385,311.08)	($4,302,842.00)
EXPENDITURES						
Salaries	$21,042,507.92	$21,649,187.00	$606,679.08	2.80%	$20,905,942.01	$20,750,724.00
Benefits	$5,987,287.46	$5,851,011.00	($136,276.46)	(2.33%)	$5,994,764.87	$5,660,716.00
TOTAL SALARIES/BENEFITS	**$27,029,795.38**	**$27,500,198.00**	**$470,402.62**	**1.71%**	**$26,900,706.88**	**$26,411,440.00**
Travel and training	$112,231.99	$133,640.00	$21,408.01	16.02%	$150,408.53	$131,640.00
Vehicle allowance, maintenance and repairs	$4,866,832.76	$2,530,649.00	($2,336,183.76)	(92.32%)	$3,736,297.48	$2,411,938.00
Utilities and fuel	$7,359,350.33	$7,815,969.00	$456,618.67	5.84%	$6,447,534.10	$7,882,884.00
Materials and supplies	$4,467,176.85	$4,422,409.00	($44,767.85)	(1.01%)	$4,660,236.86	$4,275,146.00
Maintenance and repairs	$251,014.55	$256,671.00	$5,656.45	2.20%	$253,292.28	$247,725.00
Taxes and licenses	$96,287.28	$95,544.00	($743.28)	(0.78%)	$91,959.74	$95,544.00
Financial expenses	$53,454.13	$6,400.00	($47,054.13)	(735.22%)	$164,617.63	$6,400.00
Purchased and contracted services	$8,309,618.83	$7,870,836.00	($438,782.83)	(5.57%)	$7,443,064.42	$7,051,634.00
Transfer to own funds	$7,446,136.86	$6,839,021.00	($607,115.86)	(8.88%)	$5,068,464.25	$5,536,528.00
Capital expense	$92,208.67	$139,356.00	$47,147.33	33.83%	$106,341.39	$136,459.00
Depreciation			$0.00	0.00%	16689746.25	
Gain/Loss on disposal of capital assets			$0.00	0.00%	-163190.16	
Less: recoverable costs	($272,021.07)	($187,565.00)	$84,456.07	(45.03%)	($551,691.36)	($255,130.00)
TOTAL OTHER EXPENSES	**$32,782,291.18**	**$29,922,930.00**	**($2,859,361.18)**	**(9.56%)**	**$44,097,081.41**	**$27,520,768.00**
	$59,812,086.56	$57,423,128.00	($2,388,958.56)	(4.16%)	$70,997,788.29	$53,932,208.00
NET (REVENUE)/EXPENDITURE	**$54,370,853.32**	**$52,716,223.00**	**($1,654,630.32)**	**(3.14%)**	**$66,612,477.21**	**$49,629,366.00**

Public Works	39,488,423.00	37,566,231.00	(1,922,192.00)	(5.12%)
Engineering	14,882,430.32	15,149,992.00	267,561.68	1.77%

Public Works - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($2,996,038.72)	($2,687,206.00)	$308,832.72	(11.49%)	($2,239,614.15)	($2,340,246.00)
Government grants	($75,119.65)	($64,000.00)	$11,119.65	(17.37%)	($71,503.72)	($64,000.00)
Contribution from own funds	($34,882.85)	($5,000.00)	$29,882.85	(597.66%)	-35584.53	($5,000.00)
Other income	($251,433.69)	($90,000.00)	$161,433.69	(179.37%)	($298,651.22)	($90,000.00)
	($3,357,474.91)	($2,846,206.00)	$511,268.91	(17.96%)	($2,645,353.62)	($2,499,246.00)
EXPENDITURES						
Salaries	$17,506,340.96	$17,766,927.00	$260,586.04	1.47%	$17,280,192.20	$17,010,846.00
Benefits	$4,985,392.99	$4,875,505.00	($109,887.99)	(2.25%)	$5,043,069.45	$4,706,732.00
TOTAL SALARIES/BENEFITS	**$22,491,733.95**	**$22,642,432.00**	**$150,698.05**	**0.67%**	**$22,323,261.65**	**$21,717,578.00**
Travel and training	$78,551.94	$89,990.00	$11,438.06	12.71%	$110,719.85	$88,990.00
Vehicle allowance, maintenance and repairs	$4,825,346.46	$2,500,871.00	($2,324,475.46)	(92.95%)	$3,708,688.99	$2,381,045.00
Utilities and fuel	$2,138,053.99	$2,303,897.00	$165,843.01	7.20%	$1,956,216.91	$2,303,897.00
Materials and supplies	$4,266,279.34	$4,182,005.00	($84,274.34)	(2.02%)	$4,433,694.62	$4,055,460.00
Taxes and licenses	$96,287.28	$95,544.00	($743.28)	(0.78%)	$91,959.74	$95,544.00
Financial expenses	$21,430.83	$5,000.00	($16,430.83)	(328.62%)	$15,288.58	$5,000.00
Purchased and contracted services	$2,755,255.69	$2,434,793.00	($320,462.69)	(13.16%)	$2,528,729.88	$2,342,792.00
Transfer to own funds	$6,424,370.32	$6,268,870.00	($155,500.32)	(2.48%)	$4,440,087.15	$4,976,772.00
Capital expense	$20,609.18	$76,600.00	$55,990.82	73.10%	$80,970.59	$76,600.00
Depreciation			$0.00	0.00%	3748599.37	
Gain/Loss on disposal of capital assets			$0.00	0.00%	($162,850.79)	
Less: recoverable costs	($272,021.07)	($187,565.00)	$84,456.07	(45.03%)	($551,691.36)	($255,130.00)
TOTAL OTHER EXPENSES	**$20,354,163.96**	**$17,770,005.00**	**($2,584,158.96)**	**(14.54%)**	**$20,400,413.53**	**$16,070,970.00**
	$42,845,897.91	$40,412,437.00	($2,433,460.91)	(6.02%)	$42,723,675.18	$37,788,548.00
NET (REVENUE)/EXPENDITURE	**$39,488,423.00**	**$37,566,231.00**	**($1,922,192.00)**	**(5.12%)**	**$40,078,321.56**	**$35,289,302.00**

Operations				
Winter Control: Roadways and Sidewalks	11,095,340.81	8,624,801.00	(2,470,539.81)	(28.64%)
Sanitary Sewers	3,143,816.06	2,780,320.00	(363,496.06)	(13.07%)
Storm Sewers	417,564.88	778,221.00	360,656.12	46.34%
Roadways and Sidewalks	4,057,899.83	4,618,730.00	560,830.17	12.14%
Supervision and Overhead	3,846,192.21	3,602,552.00	(243,640.21)	(6.76%)
Traffic & Communications	1,801,375.35	2,030,298.00	228,922.65	11.28%
Carpentry	1,069,436.91	1,005,413.00	(64,023.91)	(6.37%)
Administration	1,828,642.87	1,785,465.00	(43,177.87)	(2.42%)
Buildings & Equipment	2,540,043.40	2,570,619.00	30,575.60	1.19%
Waste Management	5,012,266.00	5,012,266.00	-	0.00%
Parks	4,675,844.68	4,757,546.00	81,701.32	1.72%
	39,488,423.00	37,566,231.00	(1,922,192.00)	

Engineering - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($1,995,107.11)	($1,439,138.00)	$555,969.11	(38.63%)	($1,662,075.91)	($1,386,753.00)
Government grants	-88651.22	($174,721.00)	($86,069.78)	49.26%	($77,881.54)	($174,721.00)
Contribution from own funds		($246,840.00)	($246,840.00)	100.00%		($242,122.00)
Other income			$0.00	0.00%	($0.01)	
	($2,083,758.33)	($1,860,699.00)	$223,059.33	(11.99%)	($1,739,957.46)	($1,803,596.00)
EXPENDITURES						
Salaries	$3,536,166.96	$3,882,260.00	$346,093.04	8.91%	$3,625,749.81	$3,739,878.00
Benefits	$1,001,894.47	$975,506.00	($26,388.47)	(2.71%)	$951,695.42	$953,984.00
TOTAL SALARIES/BENEFITS	**$4,538,061.43**	**$4,857,766.00**	**$319,704.57**	**6.58%**	**$4,577,445.23**	**$4,693,862.00**
Travel and training	$33,680.05	$43,650.00	$9,969.95	22.84%	$39,688.68	$42,650.00
Vehicle allowance, maintenance and repairs	$41,486.30	$29,778.00	($11,708.30)	(39.32%)	$27,608.49	$30,893.00
Utilities and fuel	$5,221,296.34	$5,512,072.00	$290,775.66	5.28%	$4,491,317.19	$5,578,987.00
Materials and supplies	$200,897.51	$240,404.00	$39,506.49	16.43%	$226,542.24	$219,686.00
Maintenance and repairs	$251,014.55	$256,671.00	$5,656.45	2.20%	$253,292.28	$247,725.00
Financial expenses	$32,023.30	$1,400.00	($30,623.30)	(2,187.38%)	$149,329.05	$1,400.00
Purchased and contracted services	$5,554,363.14	$5,436,043.00	($118,320.14)	(2.18%)	$4,914,334.54	$4,708,842.00
Transfer to own funds	$1,021,766.54	$570,151.00	($451,615.54)	(79.21%)	628377.1	$559,756.00
Capital expense	$71,599.49	$62,756.00	($8,843.49)	(14.09%)	$25,370.80	$59,859.00
Depreciation			$0.00	0.00%	12941146.88	
Gain/Loss on disposal of capital assets			$0.00	0.00%	-339.37	
TOTAL OTHER EXPENSES	**$12,428,127.22**	**$12,152,925.00**	**($275,202.22)**	**(2.26%)**	**$23,696,667.88**	**$11,449,798.00**
	$16,966,188.65	$17,010,691.00	$44,502.35	0.26%	$28,274,113.11	$16,143,660.00
NET (REVENUE)/EXPENDITURE	**$14,882,430.32**	**$15,149,992.00**	**$267,561.68**	**1.77%**	**$26,534,155.65**	**$14,340,064.00**

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($11,479,492.44)	($9,452,356.00)	$2,027,136.44	(21.45%)	($10,661,636.84)	($9,449,683.00)
Government grants	($1,978,949.99)	($2,209,639.00)	($230,689.01)	10.44%	($2,323,522.86)	($2,209,915.00)
Contribution from own funds	($1,100,987.02)	($503,888.00)	$597,099.02	(118.50%)	($633,686.72)	($519,294.00)
Other income	($380,007.69)	($126,702.00)	$253,305.69	(199.92%)	($413,382.90)	($126,705.00)
	($14,939,437.14)	($12,292,585.00)	$2,646,852.14	(21.53%)	($14,032,229.32)	($12,305,597.00)
EXPENDITURES						
Salaries	$16,772,477.83	$16,323,436.00	($449,041.83)	(2.75%)	$15,905,596.32	$15,626,851.00
Benefits	$4,371,272.05	$4,367,221.00	($4,051.05)	(0.09%)	$3,963,235.85	$4,138,899.00
TOTAL SALARIES/BENEFITS	**$21,143,749.88**	**$20,690,657.00**	**($453,092.88)**	**(2.19%)**	**$19,868,832.17**	**$19,765,750.00**
Travel and training	$76,885.22	$204,117.00	$127,231.78	62.33%	$91,856.69	$190,126.00
Vehicle allowance, maintenance and repairs	$1,535,231.12	$1,180,091.00	($355,140.12)	(30.09%)	$1,342,180.68	$1,119,909.00
Utilities and fuel	$3,885,649.70	$4,005,233.00	$119,583.30	2.99%	$3,950,942.91	$4,020,946.00
Materials and supplies	$1,181,295.92	$1,259,702.00	$78,406.08	6.22%	$1,329,054.55	$1,081,211.00
Maintenance and repairs	$2,258,713.95	$1,555,106.00	($703,607.95)	(45.25%)	$1,823,854.10	$1,434,917.00
Program expenses	$331,522.71	$169,540.00	($161,982.71)	(95.54%)	$331,610.56	$169,540.00
Goods for resale	$910,481.62	$777,829.00	($132,652.62)	(17.05%)	$916,044.12	$753,071.00
Rents and leases	$201,014.03	$90,255.00	($110,759.03)	(122.72%)	$144,991.10	$90,255.00
Taxes and licenses	$218,452.37	$179,970.00	($38,482.37)	(21.38%)	$211,340.78	$179,970.00
Financial expenses	$355,412.77	$101,187.00	($254,225.77)	(251.24%)	$273,520.69	$101,187.00
Purchased and contracted services	$2,155,801.31	$2,048,207.00	($107,594.31)	(5.25%)	$1,868,091.17	$2,027,907.00
Grants to others	$235,347.00	$104,500.00	($130,847.00)	(125.21%)	$102,288.37	$104,500.00
Transfer to own funds	$2,190,624.60	$1,677,326.00	($513,298.60)	(30.60%)	2278984.28	$2,081,270.00
Capital expense	$99,780.20	$80,580.00	($19,200.20)	(23.83%)	$147,209.26	$74,579.00
Depreciation			$0.00	0.00%	3919516.42	
TOTAL OTHER EXPENSES	**$15,636,212.52**	**$13,433,643.00**	**($2,202,569.52)**	**(16.40%)**	**$18,731,485.68**	**$13,429,388.00**
	$36,779,962.40	$34,124,300.00	($2,655,662.40)	(7.78%)	$38,600,317.85	$33,195,138.00
NET (REVENUE)/EXPENDITURE	**$21,840,525.26**	**$21,831,715.00**	**($8,810.26)**	**(0.04%)**	**$24,568,088.53**	**$20,889,541.00**

Humane Society	708,799.34	688,374.00	(20,425.34)	-2.97%
LIP	-	-	-	0.00%
Economic Development	807,360.39	791,154.00	(16,206.39)	-2.05%
Tourism and Community Development	1,150,877.46	1,195,798.00	44,920.54	3.76%
Planning	936,819.14	990,387.00	53,567.86	5.41%
Parking	201,728.13	203,581.00	1,852.87	0.91%
Cemetery	472,723.74	348,986.00	(123,737.74)	-35.46%
Transit	9,831,421.86	9,432,059.00	(399,362.86)	-4.23%
School Guards	375,075.51	313,777.00	(61,298.51)	-19.54%
Recreation & Culture	1,864,749.99	2,176,137.00	311,387.01	14.31%
Locks	20,951.69	40,223.00	19,271.31	47.91%
Community Centres				
John Rhodes Community Centre	1,782,049.45	1,791,059.00	9,009.55	0.50%
Northern Community Centre Turf	(202,924.60)	(61,532.00)	141,392.60	-229.79%
Northern Community Centre Arena	203,180.30	266,846.00	63,665.70	23.86%
GFL Memorial Gardens	1,192,342.89	987,206.00	(205,136.89)	-20.78%
Downtown Plaza	230,677.24	304,271.00	73,593.76	24.19%
Downtown Ambassador Program	231,234.42	245,913.00	14,678.58	5.97%
Outdoor Pools/Misc. Concessions	297,184.18	420,052.00	122,867.82	122.27%
Facility Administration	821,950.76	886,745.00	64,794.24	7.31%
Administration	914,323.37	810,679.00	(103,644.37)	-12.78%

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
EXPENDITURES						
Grants to others	$25,380,215.10	$25,380,215.00	($0.10)	(0.00%)	$24,669,233.00	$24,794,407.00
TOTAL OTHER EXPENSES	**$25,380,215.10**	**$25,380,215.00**	**($0.10)**	**(0.00%)**	**$24,669,233.00**	**$24,794,407.00**
	$25,380,215.10	$25,380,215.00	($0.10)	(0.00%)	$24,669,233.00	$24,794,407.00
NET (REVENUE)/EXPENDITURE	**$25,380,215.10**	**$25,380,215.00**	**($0.10)**	**(0.00%)**	**$24,669,233.00**	**$24,794,407.00**

Outside Agencies - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Fees and user charges	($110,143.95)	($130,000.00)	($19,856.05)	15.27%	($165,930.99)	($130,000.00)
Government grants	($184,791.00)	($200,000.00)	($15,209.00)	7.60%	($188,155.00)	($200,000.00)
Contribution from own funds	($309,070.66)		$309,070.66	0.00%	($1,317,090.84)	
Other income	($4,100.00)		$4,100.00	0.00%	($500,000.00)	
	($608,105.61)	($330,000.00)	$278,105.61	(84.27%)	($2,171,176.83)	($330,000.00)
EXPENDITURES						
Materials and supplies	$589,973.03	$320,000.00	($269,973.03)	(84.37%)	$1,845,462.38	$270,000.00
Grants to others	$45,079,466.59	$44,228,775.00	($850,691.59)	(1.92%)	$46,019,181.33	$41,475,055.00
Transfer to own funds	$162,841.59	$80,000.00	($82,841.59)	(103.55%)	620100.23	$580,000.00
TOTAL OTHER EXPENSES	**$45,832,281.21**	**$44,628,775.00**	**($1,203,506.21)**	**(2.70%)**	**$48,484,743.94**	**$42,325,055.00**
	$45,832,281.21	$44,628,775.00	($1,203,506.21)	-2.70%	$48,484,743.94	$42,325,055.00
NET (REVENUE)/EXPENDITURE	**$45,224,175.60**	**$44,298,775.00**	**($925,400.60)**	**(2.09%)**	**$46,313,567.11**	**$41,995,055.00**

Corporate Financials - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
Taxation	($148,475,677.79)	($148,521,347.00)	($45,669.21)	0.03%	($143,844,322.07)	($143,335,325.00)
Payment in lieu of taxes	($5,016,284.25)	($5,054,728.00)	($38,443.75)	0.76%	($4,929,052.34)	($4,888,407.00)
Fees and user charges	($22,701,372.07)	($19,702,682.00)	$2,998,690.07	(15.22%)	($20,146,606.94)	($18,764,458.00)
Government grants	($20,528,970.69)	($20,045,249.00)	$483,721.69	(2.41%)	($18,380,097.69)	($17,897,249.00)
Interest and investment income	($7,704,412.20)	($6,289,000.00)	$1,415,412.20	(22.51%)	($8,303,322.29)	($6,289,000.00)
Contribution from own funds	-1100547.15	($1,361,091.00)	($260,543.85)	19.14%		($1,000,000.00)
Other income	($4,278,680.15)	($2,700,000.00)	$1,578,680.15	(58.47%)	($3,554,650.21)	($2,500,000.00)
Change in future employee benefits	-20457.6		$20,457.60	0.00%	1311771.21	
	($209,826,401.90)	($203,674,097.00)	$6,152,304.90	(3.02%)	($197,846,280.33)	($194,674,439.00)
EXPENDITURES						
Salaries			$0.00	0.00%	$300.00	
Benefits	($37,827.00)		$37,827.00	0.00%	215406.38	
TOTAL SALARIES/BENEFITS	**($37,827.00)**	**$0.00**	**$37,827.00**	**0.00%**	**$215,706.38**	**$0.00**
Materials and supplies	$224,262.00	$296,103.00	$71,841.00	24.26%	$201,827.50	$294,365.00
Program expenses	$940,101.00	$835,497.00	($104,604.00)	(12.52%)	$835,497.00	$741,652.00
Financial expenses	$5,362,705.85	$2,497,614.00	($2,865,091.85)	(114.71%)	$3,489,817.21	$2,372,601.00
Purchased and contracted services	$10,512.82	$11,000.00	$487.18	4.43%	$7,603.88	$11,000.00
Transfer to own funds	$17,954,057.62	$14,414,921.00	($3,539,136.62)	(24.55%)	13997743.28	$14,580,466.00
TOTAL OTHER EXPENSES	**$24,491,639.29**	**$18,055,135.00**	**($6,436,504.29)**	**(35.65%)**	**$18,532,488.87**	**$18,000,084.00**
	$24,453,812.29	$18,055,135.00	($6,398,677.29)	(35.44%)	$18,748,195.25	$18,000,084.00
NET (REVENUE)/EXPENDITURE	**($185,372,589.61)**	**($185,618,962.00)**	**($246,372.39)**	**0.13%**	**($179,098,085.08)**	**($176,674,355.00)**

Capital Levy & Debenture Debt - Fourth Quarter Ended December 31, 2025

FISCAL YEAR REMAINING% :	2025 YTD Actual	Budget 2025	Variance	Percentage Budget-Rem 0.00%	2024 Actual To: December	Budget 2024
REVENUE						
EXPENDITURES						
Long term debt	$1,322,996.72	$1,327,115.00	$4,118.28	0.31%	$1,323,170.56	$1,400,000.00
Transfer to own funds	$7,369,920.28	$7,365,802.00	($4,118.28)	(0.06%)	$7,469,772.58	$7,392,943.00
TOTAL OTHER EXPENSES	**$8,692,917.00**	**$8,692,917.00**	**$0.00**	**0.00%**	**$8,792,943.14**	**$8,792,943.00**
	$8,692,917.00	$8,692,917.00	$0.00	0.00%	$8,792,943.14	$8,792,943.00
NET (REVENUE)/EXPENDITURE	**$8,692,917.00**	**$8,692,917.00**	**$0.00**	**0.00%**	**$8,792,943.14**	**$8,792,943.00**

Appendix B - 2025 Q4 - Summary of Capital Projects

	2025 Approved Capital Budget	2025 Capital Budget Amendments (Note 1)	2025 Amended Capital Budget	% of Total	Council Approved/Costs Incurred to Date	Remaining	% Remaining
Roads/Bridges/Storm Sewer	29,271,866	2,724,154	31,996,020	58.34%	25,482,809	6,513,211	20.36%
Landfill Upgrades, Fleet & Equipment	5,611,000		5,611,000	10.23%	891,845	4,719,155	84.11%
Public Works Fleet & Equipment	2,608,000	6,000	2,614,000	4.77%	2,340,285	273,715	10.47%
Engineering Fleet & Equipment	255,000		255,000	0.46%	161,785	93,215	36.56%
Transit Fleet & Equipment	2,400,000		2,400,000	4.38%	-	2,400,000	100.00%
Community Services Fleet & Equipment	734,975	255,251	990,226	1.81%	472,380	517,846	52.30%
Building Capital Maintenance	1,208,650		1,208,650	2.20%	517,684	690,966	57.17%
Fire Fleet & Equipment	1,662,000	111,032	1,773,032	3.23%	1,772,823	210	0.01%
Corporate/ Outside Agencies	1,050,000		1,050,000	1.91%	465,561	584,439	55.66%
Sanitary Sewer	6,946,996		6,946,996	12.67%	3,185,738	3,761,258	54.14%
Total	**51,748,487**	**3,096,437**	**54,844,924**	**100.00%**	**35,290,909**	**19,554,016**	**35.65%**

Note 1

As per the City's Capital Budget and Financing Policy dated September 28, 2020, Finance is required to provide a summary of all capital budget changes with the Capital Budget reporting. Below is a summary of all 2025 capital budget amendments as of December 31, 2025:

Capital Budget Item	2025 Approved Capital Budget	2025 Capital Budget Amendments	2025 Amended Capital Budget	Reference
Roads/Bridges/Storm Sewer				
Demolition of 628 Second Line West	-	126,691	126,691	Building removal as approved February 24, 2025. Funded from the Overall Capital Reserve.
Sackville Road Extension	4,000,000	2,704,371	6,704,371	Additional funding available from the Housing-enabling Core Systems Fund, as approved June 2, 2025.
Great Northern Road	3,400,000	(106,908)	3,293,092	Approved June 2, 2025; project was extended to maximize grant, but is still within approved $3.4M budget

Appendix C - 2025 Q4 - Summary of Capital Projects (Continued)

Capital Budget Item	2025 Approved Capital Budget	2025 Capital Budget Amendments	2025 Amended Capital Budget	Reference
Public Works				
Pointe Des Chenes Disc Golf Course Expansion	-	6,000	6,000	$3,000 contribution from Sault Disc Golf Association and $3,000 supported by in in-kind services from Public Works, as approved April 29, 2025.
Community Services Fleet & Equipment				
Cemetery - Backhoe	155,000	4,724	159,724	Excess to be funded from operations as approved by Council on March 17, 2025.
OSH - Augmented Reality Historical Exhibits	-	173,050	173,050	Project approved June 2, 2025 with funding from FedNor and support from the Tourism Development Fund.
Community Services Other				
Strathclair Dog Park - Solar Lighting	27,500	77,477	104,977	On June 2, 2025, Council approved carryover funds from the 2023 Strathclair fencing project to be allocated to the Dog Park Lighting.
Fire Fleet & Equipment				
Pumper	1,650,000	111,032	1,761,032	Excess to be funded from the Fire Capital Equipment Reserve as approved by Council on March 17, 2025.
Fire Hall # 1 - Windows	50,000	(29,000)	21,000	At the June 23, 2025 meeting, Council approved the funding reallocation from Windows to support the overage of the Air Handling Units.
Fire Hall # 4 - Air Handling Units	65,000	29,000	94,000	
Total Capital Budget Amendments		**3,096,437**		

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Steve Facey, Manager of Finance
DEPARTMENT:	Corporate Services
RE:	First Quarter Financial Report – March 31, 2026

Purpose

The purpose of this report is to provide Council the first quarter financial report for 2026.

Background

Council reviews unaudited financial reports on a quarterly basis.

Analysis

The first quarter financial results, as highlighted in Appendix A, are presented for Council's information. The information attached is preliminary and reflects only expenditures and revenues from January to March. The variances discussed below may contribute to the organization's year-end position; however, staff will inform the Council as more information becomes available.

As anticipated, winter control activities are currently overspent for the first quarter. Based on the total accumulation, staff anticipates over expenditures of $2.7M to $3.3M, primarily tied to snow removal and the hired equipment required to perform the service. This estimate is highly variable and subject to change based on invoice timing and actual results. It is difficult to predict where the City will land with respect to its year-end position, as in previous years the City has been able to absorb over-expenditures corporately. Regardless, it's imperative that Council be made aware of the current situation. As always, staff will attempt to mitigate these over expenditures, and staff will report back with second-quarter data to clarify the City's current position.

In previous reports, the Police Service year-end position has been highlighted for the Council's information. The first-quarter information is not available for this report; however, staff anticipates providing an update to Council once the second-quarter data is available.

Assessment growth shows a 0% change in the first quarter, as shown in Appendix B. This is not uncommon, and it has been zero in the first quarter for a number of

years due to MPAC timing. Staff will include an update on the second quarter results.

Lastly, Appendix C presents what has been spent or committed of the 2026 capital budget for the first quarter. This data reflects an actual expenditure or commitment of 19% of the amended capital budget.

Financial Implications
There are no direct financial implications associated with this report.

As additional information becomes available, staff will fine tine the estimates for year-end.

Strategic Plan / Policy Impact / Climate Impact
This financial reporting is not an activity directly related to the strategic plan or climate action plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Finance dated May 4, 2026, concerning First Quarter Financial Report to March 31, 2026 be received as information.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@cityssm.on.ca

City of Sault Ste. Marie - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Taxation	($72,946,897.43)	($2,632,078.00)	$70,314,819.43	(2,671.46%)	($69,426,874.58)	($148,521,347.00)
Payment in lieu of taxes	($629,488.64)	($5,156,373.00)	($4,526,884.36)	87.79%	($613,022.30)	($5,054,728.00)
Fees and user charges	($9,921,471.93)	($37,453,705.00)	($27,532,233.07)	73.51%	($11,836,658.61)	($35,889,081.00)
Government grants	($6,687,663.22)	($25,179,840.00)	($18,492,176.78)	73.44%	($6,146,994.60)	($22,845,149.00)
Interest and investment income	($1,636,379.29)	($6,638,836.00)	($5,002,456.71)	75.35%	($1,423,484.10)	($6,289,000.00)
Contribution from own funds	($6,371.72)	($2,164,083.00)	($2,157,711.28)	99.71%	($8,489.03)	($2,165,648.00)
Other income	($717,341.02)	($4,440,073.00)	($3,722,731.98)	83.84%	($442,005.67)	($3,034,622.00)
Change in future employee benefits			$0.00	0.00%		
	($92,545,613.25)	**($83,664,988.00)**	**$8,880,625.25**	**(10.61%)**	**($89,897,528.89)**	**($223,799,575.00)**
EXPENDITURES						
Salaries	$14,474,516.94	$60,715,723.00	$46,241,206.06	76.16%	$11,655,764.56	$58,405,880.00
Benefits	$3,951,102.25	$18,185,569.00	$14,234,466.75	78.27%	$3,512,597.06	$16,822,911.00
TOTAL SALARIES/BENEFITS	**$18,425,619.19**	**$78,901,292.00**	**$60,475,672.81**	**76.65%**	$15,168,361.62	**$75,228,791.00**
Travel and training	$73,702.48	$534,717.00	$461,014.52	86.22%	$117,158.82	$581,623.00
Vehicle allowance, maintenance and repairs	$3,654,874.97	$5,468,802.00	$1,813,927.03	33.17%	$2,588,758.06	$4,053,785.00
Utilities and fuel	$3,220,362.74	$11,483,595.00	$8,263,232.26	71.96%	$2,761,418.73	$12,053,512.00
Materials and supplies	$1,568,048.95	$7,509,575.00	$5,941,526.05	79.12%	$1,712,316.67	$7,204,724.00
Maintenance and repairs	$1,519,912.02	$3,952,866.00	$2,432,953.98	61.55%	$1,429,494.13	$3,614,852.00
Program expenses	$375,814.19	$1,309,902.00	$934,087.81	71.31%	$341,488.95	$1,005,037.00
Goods for resale	$325,802.84	$775,255.00	$449,452.16	57.97%	$318,609.75	$797,029.00
Rents and leases	$112,481.48	$172,557.00	$60,075.52	34.81%	$87,125.19	$172,557.00
Taxes and licenses	$2,198,121.61	$3,111,888.00	$913,766.39	29.36%	$2,330,683.31	$3,064,712.00
Financial expenses	$549,556.71	$2,862,042.00	$2,312,485.29	80.80%	$615,668.42	$2,639,701.00
Purchased and contracted services	$1,650,527.51	$11,818,143.00	$10,167,615.49	86.03%	$2,421,674.34	$11,263,719.00
Grants to others	$19,587,790.33	$75,355,932.00	$55,768,141.67	74.01%	$16,424,685.20	$69,718,490.00
Long term debt	($69,703.11)	$1,327,115.00	$1,396,818.11	105.25%		$1,327,115.00
Transfer to own funds	$7,105,929.86	$30,416,583.00	$23,310,653.14	76.64%	$7,442,053.75	$30,843,011.00
Capital expense	$70,064.34	$429,347.00	$359,282.66	83.68%	$181,217.69	$418,482.00
Less: recoverable costs	($55,504.78)	($120,000.00)	($64,495.22)	53.75%	($42,222.76)	($187,565.00)
TOTAL OTHER EXPENSES	**$41,887,782.14**	**$156,408,319.00**	**$114,520,536.86**	**73.22%**	**$38,730,130.25**	**$148,570,784.00**
	$60,313,401.33	$235,309,611.00	$174,996,209.67	74.37%	$53,898,491.87	$223,799,575.00
NET (REVENUE)/EXPENDITURE	**($32,232,211.92)**	**$151,644,623.00**	**$183,876,834.92**		**($35,999,037.02)**	**$0.00**

Mayor and Council	173,743.91	729,336.00	555,592.09	76.18%
Chief Administrative Officer	117,418.55	485,054.00	367,635.45	75.79%
Corporate Services	2,055,435.49	8,198,525.00	6,143,089.51	74.93%
Legal	2,993,688.27	6,374,580.00	3,380,891.73	53.04%
Fire Services	4,339,927.46	18,005,064.00	13,665,136.54	75.90%
Public Works and Engineering	14,707,888.76	53,848,532.00	39,140,643.24	72.69%
Community Development & Enterprise Services	4,369,567.86	22,977,745.00	18,608,177.14	80.98%
Levy Board	6,805,642.02	26,602,821.00	19,797,178.98	74.42%
Outside Agencies	12,664,661.29	48,728,111.00	36,063,449.71	74.01%
Corporate	(82,275,699.53)	(43,173,128.00)	39,102,571.53	-90.57%
Capital and Debt	1,815,514.00	8,867,983.00	7,052,469.00	79.53%

Mayor & Council - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
EXPENDITURES						
Salaries	$133,234.80	$544,316.00	$411,081.20	75.52%	$106,859.33	$521,701.00
Benefits	$19,566.86	$86,311.00	$66,744.14	77.33%	$17,289.67	$78,501.00
TOTAL SALARIES/BENEFITS	**$152,801.66**	**$630,627.00**	**$477,825.34**	**75.77%**	**$124,149.00**	**$600,202.00**
Travel and training	$8,095.34	$20,000.00	$11,904.66	59.52%	$8,384.02	$20,000.00
Vehicle allowance, maintenance and repairs	$7,179.11	$36,389.00	$29,209.89	80.27%	$6,740.03	$35,675.00
Materials and supplies	$5,378.25	$35,220.00	$29,841.75	84.73%	$4,199.61	$23,220.00
Purchased and contracted services	$289.55	$2,100.00	$1,810.45	86.21%	$237.57	$2,100.00
Grants to others		$5,000.00	$5,000.00	100.00%		$5,000.00
TOTAL OTHER EXPENSES	**$20,942.25**	**$98,709.00**	**$77,766.75**	**78.78%**	**$19,561.23**	**$85,995.00**
	$173,743.91	$729,336.00	$555,592.09	76.18%	$143,710.23	$686,197.00
NET (REVENUE)/EXPENDITURE	**$173,743.91**	**$729,336.00**	**$555,592.09**	**76.18%**	**$143,710.23**	**$686,197.00**

CAO's Office - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Contribution from own funds			$0.00	0.00%		
Other income	($2,000.00)		$2,000.00	0.00%	($111,821.14)	
	($2,000.00)	$0.00	$2,000.00	0.00%	($111,821.14)	$0.00
EXPENDITURES						
Salaries	$82,863.41	$359,280.00	$276,416.59	76.94%	$67,099.75	$347,494.00
Benefits	$22,460.15	$87,243.00	$64,782.85	74.26%	$20,331.99	$83,576.00
TOTAL SALARIES/BENEFITS	**$105,323.56**	**$446,523.00**	**$341,199.44**	**76.41%**	**$87,431.74**	**$431,070.00**
Travel and training	$5,278.02	$5,430.00	$151.98	2.80%	$2,212.18	$4,880.00
Vehicle allowance, maintenance and repairs	$1,586.11	$5,700.00	$4,113.89	72.17%	$969.98	$5,700.00
Materials and supplies	$7,230.86	$27,251.00	$20,020.14	73.47%	$5,622.37	$21,775.00
Program expenses			$0.00	0.00%		
Purchased and contracted services			$0.00	0.00%	$55,053.87	$26.00
Grants to others			$0.00	0.00%	$40,846.46	
Capital expense		$150.00	$150.00	100.00%		$150.00
TOTAL OTHER EXPENSES	**14094.99**	**$38,531.00**	**$24,436.01**	**63.42%**	**$104,704.86**	**$32,531.00**
	$119,418.55	$485,054.00	$365,635.45	75.38%	$192,136.60	$463,601.00
NET (REVENUE)/EXPENDITURE	**$117,418.55**	**$485,054.00**	**$367,635.45**	**75.79%**	**$80,315.46**	**$463,601.00**

Corporate Services - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Taxation	$5,960.00	($98,640.00)	($104,600.00)	106.04%		
Fees and user charges	($31,175.23)	($164,812.00)	($133,636.77)	81.08%	($35,518.41)	($160,543.00)
Government grants		($150,000.00)	($150,000.00)	100.00%		($150,000.00)
Contribution from own funds		($195,700.00)	($195,700.00)	100.00%		($48,829.00)
Other income	($42,807.94)	($114,460.00)	($71,652.06)	62.60%	($47,573.56)	($114,545.00)
	($68,023.17)	**($723,612.00)**	**($655,588.83)**	**90.60%**	**($83,091.97)**	**($473,917.00)**
EXPENDITURES						
Salaries	$990,969.24	$4,488,744.00	$3,497,774.76	77.92%	$765,399.15	$4,262,210.00
Benefits	$259,992.56	$1,218,308.00	$958,315.44	78.66%	$223,488.06	$1,103,704.00
TOTAL SALARIES/BENEFITS	**$1,250,961.80**	**$5,707,052.00**	**$4,456,090.20**	**78.08%**	**$988,887.21**	**$5,365,914.00**
Travel and training	$3,826.94	$19,564.00	$15,737.06	80.44%	$7,590.84	$19,564.00
Vehicle allowance, maintenance and repairs	$75.47	$790.00	$714.53	90.45%		$620.00
Materials and supplies	$104,231.59	$555,579.00	$451,347.41	81.24%	$125,064.14	$427,706.00
Maintenance and repairs	$745,514.07	$1,621,847.00	$876,332.93	54.03%	$735,572.03	$1,599,697.00
Goods for resale		$19,200.00	$19,200.00	100.00%		$19,200.00
Rents and leases	$41,176.91	$3,000.00	($38,176.91)	(1,272.56%)	$7,333.54	$3,000.00
Financial expenses	$1,067.81	$30,500.00	$29,432.19	96.50%	$1,702.31	$30,500.00
Purchased and contracted services	-23395.93	$860,855.00	$884,250.93	102.72%	$56,854.23	$754,487.00
Grants to others			$0.00	0.00%		
Transfer to own funds			$0.00	0.00%		$70,000.00
Capital expense		103750	$103,750.00	100.00%	$65,910.71	107130
TOTAL OTHER EXPENSES	**$872,496.86**	**$3,215,085.00**	**$2,342,588.14**	**72.86%**	**$1,000,027.80**	**$3,031,904.00**
	$2,123,458.66	$8,922,137.00	$6,798,678.34	76.20%	$1,988,915.01	$8,397,818.00
NET (REVENUE)/EXPENDITURE	**$2,055,435.49**	**$8,198,525.00**	**$6,143,089.51**	**74.93%**	**$1,905,823.04**	**$7,923,901.00**

IT	1,148,804.15	3,738,041.00	2,589,236.85	69.27%
Finance	540,560.25	2,920,783.00	2,380,222.75	81.49%
Clerk's	366,071.09	1,539,701.00	1,173,629.91	76.22%

Legal Department - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges	($288,657.97)	($1,535,837.00)	($1,247,179.03)	81.21%	($266,971.69)	($1,535,837.00)
Government grants			$0.00	0.00%		($1,540.00)
Interest and investment income	($412.45)		$412.45	0.00%	($13,332.15)	
Contribution from own funds			$0.00	0.00%		
	($289,070.42)	**($1,535,837.00)**	**($1,246,766.58)**	**81.18%**	**($280,303.84)**	**($1,537,377.00)**
EXPENDITURES						
Salaries	$610,805.36	$2,445,891.00	$1,835,085.64	75.03%	$463,200.06	$2,385,075.00
Benefits	$372,284.84	$1,738,966.00	$1,366,681.16	78.59%	$334,191.78	$1,687,188.00
TOTAL SALARIES/BENEFITS	**$983,090.20**	**$4,184,857.00**	**$3,201,766.80**	**76.51%**	**$797,391.84**	**$4,072,263.00**
Travel and training	$3,796.80	$112,856.00	$109,059.20	96.64%	$15,548.07	$116,856.00
Vehicle allowance, maintenance and repairs		$950.00	$950.00	100.00%		$950.00
Materials and supplies	$29,007.43	$117,043.00	$88,035.57	75.22%	$26,380.33	$112,616.00
Maintenance and repairs	$1,206.78	$5,455.00	$4,248.22	77.88%	$305.27	$5,389.00
Rents and leases	$15,227.89	$79,302.00	$64,074.11	80.80%	$16,396.09	$79,302.00
Taxes and licenses	$2,186,571.25	$2,789,198.00	$602,626.75	21.61%	$2,317,134.50	$2,789,198.00
Purchased and contracted services	$61,972.10	$590,056.00	$528,083.90	89.50%	$81,055.31	$552,763.00
Capital expense	1886.24	30700	$28,813.76	93.86%	$2,180.22	30700
TOTAL OTHER EXPENSES	**$2,299,668.49**	**$3,725,560.00**	**$1,425,891.51**	**38.27%**	**$2,458,999.79**	**$3,687,774.00**
	$3,282,758.69	$7,910,417.00	$4,627,658.31	58.50%	$3,256,391.63	$7,760,037.00
NET (REVENUE)/EXPENDITURE	**$2,993,688.27**	**$6,374,580.00**	**$3,380,891.73**	**53.04%**	**$2,976,087.79**	**$6,222,660.00**

Fire Services - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges	($167,533.54)	($941,475.00)	($773,941.46)	82.21%	($190,156.38)	($781,319.00)
Government grants	($84,405.83)		$84,405.83	0.00%	($49,720.00)	
Other income	($763.19)	($3,425.00)	($2,661.81)	77.72%	($34,087.98)	($3,375.00)
	($252,702.56)	**($944,900.00)**	**($692,197.44)**	**73.26%**	**($273,964.36)**	**($784,694.00)**
EXPENDITURES						
Salaries	$3,145,258.55	$13,240,574.00	$10,095,315.45	76.25%	$2,546,242.55	$12,916,777.00
Benefits	$988,784.73	$3,899,001.00	$2,910,216.27	74.64%	$805,527.30	$3,651,710.00
TOTAL SALARIES/BENEFITS	**$4,134,043.28**	**$17,139,575.00**	**$13,005,531.72**	**75.88%**	**$3,351,769.85**	**$16,568,487.00**
Travel and training	$23,440.82	$96,700.00	$73,259.18	75.76%	$24,244.06	$82,566.00
Vehicle allowance, maintenance and repairs	$95,473.83	$421,925.00	$326,451.17	77.37%	$123,512.63	$300,100.00
Utilities and fuel	$77,674.88	$233,752.00	$156,077.12	66.77%	$64,747.23	$232,310.00
Materials and supplies	$84,055.58	$382,275.00	$298,219.42	78.01%	$64,435.24	$321,193.00
Maintenance and repairs	$76,939.31	$216,693.00	$139,753.69	64.49%	$57,143.89	$197,989.00
Financial expenses	418.8	$5,000.00	$4,581.20	91.62%	$431.69	$4,000.00
Purchased and contracted services	$778.91	$25,080.00	$24,301.09	96.89%	$1,928.21	$24,300.00
Transfer to own funds	92099.5	368398	$276,298.50	75.00%	$98,985.25	395941
Capital expense	7705.11	60566	$52,860.89	87.28%	$8,347.05	60566
TOTAL OTHER EXPENSES	**$458,586.74**	**$1,810,389.00**	**$1,351,802.26**	**74.67%**	**$443,775.25**	**$1,618,965.00**
	$4,592,630.02	$18,949,964.00	$14,357,333.98	75.76%	$3,795,545.10	$18,187,452.00
NET (REVENUE)/EXPENDITURE	**$4,339,927.46**	**$18,005,064.00**	**$13,665,136.54**	**75.90%**	**$3,521,580.74**	**$17,402,758.00**

Public Works & Engineering - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges	($690,902.85)	($4,071,107.00)	($3,380,204.15)	83.03%	($865,704.86)	($4,126,344.00)
Government grants	($14,084.10)	($145,270.00)	($131,185.90)	90.30%	($4,290.17)	($238,721.00)
Contribution from own funds		($308,303.00)	($308,303.00)	100.00%		($251,840.00)
Other income	($90,691.34)	($90,000.00)	$691.34	(0.77%)	($38,279.07)	($90,000.00)
	($795,678.29)	**($4,614,680.00)**	**($3,819,001.71)**	**82.76%**	**($908,274.10)**	**($4,706,905.00)**
EXPENDITURES						
Salaries	$5,328,314.06	$22,350,053.00	$17,021,738.94	76.16%	$4,313,633.27	$21,649,187.00
Benefits	$1,309,280.53	$6,376,184.00	$5,066,903.47	79.47%	$1,249,437.53	$5,851,011.00
TOTAL SALARIES/BENEFITS	**$6,637,594.59**	**$28,726,237.00**	**$22,088,642.41**	**76.89%**	**$5,563,070.80**	**$27,500,198.00**
Travel and training	$10,863.45	$138,190.00	$127,326.55	92.14%	$34,162.26	$133,640.00
Vehicle allowance, maintenance and repairs	$3,228,422.42	$3,698,469.00	$470,046.58	12.71%	$2,117,434.65	$2,530,649.00
Utilities and fuel	$2,197,575.43	$7,662,991.00	$5,465,415.57	71.32%	$1,783,860.64	$7,815,969.00
Materials and supplies	$993,345.61	$4,703,493.00	$3,710,147.39	78.88%	$1,072,725.26	$4,422,409.00
Maintenance and repairs	$40,491.47	$261,572.00	$221,080.53	84.52%	$47,602.28	$256,671.00
Taxes and licenses	$9,968.34	$95,544.00	$85,575.66	89.57%	$9,910.41	$95,544.00
Financial expenses	$1,837.29	$6,400.00	$4,562.71	71.29%	$32,578.54	$6,400.00
Purchased and contracted services	$1,176,862.05	$8,130,596.00	$6,953,733.95	85.53%	$1,877,259.75	$7,870,836.00
Transfer to own funds	1254362.5	5017450	$3,763,087.50	75.00%	$1,689,755.25	6839021
Capital expense	7748.68	142270	$134,521.32	94.55%	$86,047.43	139356
Less: recoverable costs	($55,504.78)	($120,000.00)	($64,495.22)	53.75%	($42,222.76)	($187,565.00)
TOTAL OTHER EXPENSES	**$8,865,972.46**	**$29,736,975.00**	**$20,871,002.54**	**70.19%**	**$8,709,113.71**	**$29,922,930.00**
	$15,503,567.05	$58,463,212.00	$42,959,644.95	73.48%	**$14,272,184.51**	$57,423,128.00
NET (REVENUE)/EXPENDITURE	**$14,707,888.76**	**$53,848,532.00**	**$39,140,643.24**	**72.69%**	**$13,363,910.41**	**$52,716,223.00**

Public Works	$11,469,210.70	$38,006,866.00	$26,537,655.30	69.82%
Engineering	$3,238,678.06	$15,841,666.00	$12,602,987.94	79.56%
	$14,707,888.76	$53,848,532.00	$39,140,643.24	

Public Works - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges	($489,616.55)	($2,598,912.00)	($2,109,295.45)	81.16%	($533,657.76)	($2,687,206.00)
Government grants	($14,084.10)	($64,000.00)	($49,915.90)	77.99%	($4,290.17)	($64,000.00)
Contribution from own funds		($5,000.00)	($5,000.00)	100.00%		($5,000.00)
Other income	($90,691.33)	($90,000.00)	$691.33	(0.77%)	($38,279.07)	($90,000.00)
	($594,391.98)	**($2,757,912.00)**	**($2,163,520.02)**	**78.45%**	**($576,227.00)**	**($2,846,206.00)**
EXPENDITURES						
Salaries	$4,437,610.35	$18,353,648.00	$13,916,037.65	75.82%	$3,585,197.50	$17,766,927.00
Benefits	$1,088,913.38	$5,315,315.00	$4,226,401.62	79.51%	$1,031,679.19	$4,875,505.00
TOTAL SALARIES/BENEFITS	**$5,526,523.73**	**$23,668,963.00**	**$18,142,439.27**	**76.65%**	**$4,616,876.69**	**$22,642,432.00**
Travel and training	$3,199.14	$93,490.00	$90,290.86	96.58%	$26,357.56	$89,990.00
Vehicle allowance, maintenance and repairs	$3,219,754.00	$3,555,770.00	$336,016.00	9.45%	$2,098,860.01	$2,500,871.00
Utilities and fuel	$784,797.57	$1,925,926.00	$1,141,128.43	59.25%	$708,494.25	$2,303,897.00
Materials and supplies	$949,723.94	$4,464,596.00	$3,514,872.06	78.73%	$1,014,615.33	$4,182,005.00
Taxes and licenses	$9,968.34	$95,544.00	$85,575.66	89.57%	$9,910.41	$95,544.00
Financial expenses	$1,665.90	$5,000.00	$3,334.10	66.68%	$1,668.33	$5,000.00
Purchased and contracted services	$510,979.32	$2,563,434.00	$2,052,454.68	80.07%	$471,574.33	$2,434,793.00
Transfer to own funds	1108113.75	4432455	$3,324,341.25	75.00%	$1,547,217.50	6268870
Capital expense	4381.77	79600	$75,218.23	94.50%	$17,356.97	76600
Less: recoverable costs	($55,504.78)	($120,000.00)	($64,495.22)	53.75%	($42,222.76)	($187,565.00)
TOTAL OTHER EXPENSES	**$6,537,078.95**	**$17,095,815.00**	**$10,558,736.05**	**61.76%**	**$5,853,831.93**	**$17,770,005.00**
	$12,063,602.68	$40,764,778.00	$28,701,175.32	70.41%	$10,470,708.62	$40,412,437.00
NET (REVENUE)/EXPENDITURE	**$11,469,210.70**	**$38,006,866.00**	**$26,537,655.30**	**69.82%**	**$9,894,481.62**	**$37,566,231.00**

Operations				
Winter Control: Roadways and Sidewalks	7,638,023.45	9,429,767.00	1,791,743.55	19.00%
Sanitary Sewers	228,691.92	3,253,580.00	3,024,888.08	92.97%
Storm Sewers	22,978.25	795,075.00	772,096.75	97.11%
Roadways and Sidewalks	19,444.49	4,696,767.00	4,677,322.51	99.59%
Supervision and Overhead	738,668.40	4,038,517.00	3,299,848.60	81.71%
Traffic & Communications	345,582.75	2,100,975.00	1,755,392.25	83.55%
Carpentry	209,724.69	1,117,292.00	907,567.31	81.23%
Administration	430,776.45	1,857,801.00	1,427,024.55	76.81%
Buildings	342,148.78	1,770,456.00	1,428,307.22	80.67%
Equipment	(95,336.95)	888,269.00	983,605.95	110.73%
Waste Management	660,946.70	3,187,266.00	2,526,319.30	79.26%
Parks	927,561.77	4,871,101.00	3,943,539.23	80.96%
	11,469,210.70	38,006,866.00	26,537,655.30	

Engineering - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges	($201,286.30)	($1,472,195.00)	($1,270,908.70)	86.33%	($332,047.10)	($1,439,138.00)
Government grants		($81,270.00)	($81,270.00)	100.00%		($174,721.00)
Contribution from own funds		($303,303.00)	($303,303.00)	100.00%		($246,840.00)
Other income	-0.01		$0.01	0.00%		
	($201,286.31)	**($1,856,768.00)**	**($1,655,481.69)**	**89.16%**	**($332,047.10)**	**($1,860,699.00)**
EXPENDITURES						
Salaries	$890,703.71	$3,996,405.00	$3,105,701.29	77.71%	$728,435.77	$3,882,260.00
Benefits	$220,367.15	$1,060,869.00	$840,501.85	79.23%	$217,758.34	$975,506.00
TOTAL SALARIES/BENEFITS	**$1,111,070.86**	**$5,057,274.00**	**$3,946,203.14**	**78.03%**	**$946,194.11**	**$4,857,766.00**
Travel and training	$7,664.31	$44,700.00	$37,035.69	82.85%	$7,804.70	$43,650.00
Vehicle allowance, maintenance and repairs	$8,668.42	$142,699.00	$134,030.58	93.93%	$18,574.64	$29,778.00
Utilities and fuel	$1,412,777.86	$5,737,065.00	$4,324,287.14	75.37%	$1,075,366.39	$5,512,072.00
Materials and supplies	$43,621.67	$238,897.00	$195,275.33	81.74%	$58,109.93	$240,404.00
Maintenance and repairs	$40,491.47	$261,572.00	$221,080.53	84.52%	$47,602.28	$256,671.00
Financial expenses	171.39	$1,400.00	$1,228.61	87.76%	$30,910.21	$1,400.00
Purchased and contracted services	$665,882.73	$5,567,162.00	$4,901,279.27	88.04%	$1,405,685.42	$5,436,043.00
Transfer to own funds	146248.75	584995	$438,746.25	75.00%	$142,537.75	570151
Capital expense	3366.91	62670	$59,303.09	94.63%	$68,690.46	62756
TOTAL OTHER EXPENSES	**$2,328,893.51**	**$12,641,160.00**	**$10,312,266.49**	**81.58%**	**$2,855,281.78**	**$12,152,925.00**
	$3,439,964.37	$17,698,434.00	$14,258,469.63	80.56%	$3,801,475.89	$17,010,691.00
NET (REVENUE)/EXPENDITURE	**$3,238,678.06**	**$15,841,666.00**	**$12,602,987.94**	**79.56%**	**$3,469,428.79**	**$15,149,992.00**

Community Development & Enterprise Services - First Quarter Ended March 31, 2026

	2026 YTD	Budget	Variance	Percentage Budget-Rem	2025 Actual To:	Budget
FISCAL YEAR REMAINING% :	Actual	2026		75%	March	2025
REVENUE						
Fees and user charges	($3,326,729.33)	($9,957,658.00)	($6,630,928.67)	66.59%	($3,640,312.12)	($9,452,356.00)
Government grants	($868,683.29)	($2,046,518.00)	($1,177,834.71)	57.55%	($540,822.74)	($2,209,639.00)
Contribution from own funds	($6,371.72)	($639,260.00)	($632,888.28)	99.00%	($8,489.03)	($503,888.00)
Other income	($276,574.10)	($289,188.00)	($12,613.90)	4.36%	($196,147.50)	($126,702.00)
	($4,478,358.44)	**($12,932,624.00)**	**($8,454,265.56)**	**65.37%**	**($4,385,771.39)**	**($12,292,585.00)**
EXPENDITURES						
Salaries	$4,183,071.52	$17,286,865.00	$13,103,793.48	75.80%	$3,393,330.45	$16,323,436.00
Benefits	$978,732.58	$4,779,556.00	$3,800,823.42	79.52%	$862,330.73	$4,367,221.00
TOTAL SALARIES/BENEFITS	**$5,161,804.10**	**$22,066,421.00**	**$16,904,616.90**	**76.61%**	**$4,255,661.18**	**$20,690,657.00**
Travel and training	$18,401.11	$141,977.00	$123,575.89	87.04%	$25,017.39	$204,117.00
Vehicle allowance, maintenance and repairs	$322,138.03	$1,304,579.00	$982,440.97	75.31%	$340,100.77	$1,180,091.00
Utilities and fuel	$945,112.43	$3,586,852.00	$2,641,739.57	73.65%	$912,810.86	$4,005,233.00
Materials and supplies	$267,332.25	$1,084,100.00	$816,767.75	75.34%	$227,234.48	$1,259,702.00
Maintenance and repairs	$655,760.39	$1,847,299.00	$1,191,538.61	64.50%	$588,870.66	$1,555,106.00
Program expenses	$111,363.69	$252,100.00	$140,736.31	55.83%	$132,614.70	$169,540.00
Goods for resale	$325,802.84	$756,055.00	$430,252.16	56.91%	$318,609.75	$777,829.00
Rents and leases	$56,076.68	$90,255.00	$34,178.32	37.87%	$63,395.56	$90,255.00
Taxes and licenses	$1,582.02	$227,146.00	$225,563.98	99.30%	$3,638.40	$179,970.00
Financial expenses	$112,163.08	$209,066.00	$96,902.92	46.35%	$84,802.66	$101,187.00
Purchased and contracted services	368655.29	$2,197,556.00	$1,828,900.71	83.22%	$349,069.46	$2,048,207.00
Grants to others	$145,487.33	$105,000.00	($40,487.33)	(38.56%)	$27,529.39	$104,500.00
Transfer to own funds	303522.75	1950052	$1,646,529.25	84.44%	$298,350.00	1677326
Capital expense	52724.31	91911	$39,186.69	42.64%	$18,732.28	80580
TOTAL OTHER EXPENSES	**$3,686,122.20**	**$13,843,948.00**	**$10,157,825.80**	**73.37%**	**$3,390,776.36**	**$13,433,643.00**
	$8,847,926.30	$35,910,369.00	$27,062,442.70	75.36%	$7,646,437.54	$34,124,300.00
NET (REVENUE)/EXPENDITURE	**$4,369,567.86**	**$22,977,745.00**	**$18,608,177.14**	**80.98%**	**$3,260,666.15**	**$21,831,715.00**

Humane Society	180,389.25	721,557.00	541,167.75	75.00%
LIP	(431,564.21)	-	431,564.21	0.00%
Economic Development	138,545.03	826,481.00	687,935.97	83.24%
Tourism and Community Developmer	312,969.48	1,340,218.00	1,027,248.52	76.65%
Planning	224,722.69	1,078,379.00	853,656.31	79.16%
Parking	41,743.27	165,281.00	123,537.73	74.74%
Cemetery	122,331.83	494,555.00	372,223.17	75.26%
Transit	2,250,792.39	9,789,882.00	7,539,089.61	77.01%
School Guards	110,226.34	363,978.00	253,751.66	69.72%
Recreation & Culture	427,576.57	2,144,149.00	1,716,572.43	80.06%
Locks	416.95	43,396.00	42,979.05	99.04%
Community Centres				
John Rhodes Community Centre	157,786.55	1,868,573.00	1,710,786.45	91.56%
Northern Community Centre Turf	(162,884.12)	(80,343.00)	82,541.12	(102.74%)
Northern Community Centre Aren	(112,107.91)	398,132.00	510,239.91	128.16%
GFL Memorial Gardens	351,349.40	1,072,557.00	721,207.60	67.24%
Downtown Plaza	106,541.13	475,247.00	368,705.87	77.58%
Downtown Ambassador Program	228.77	-	(228.77)	0.00%
Downtown Development Area	42,613.52	299,500.00	256,886.48	85.77%
Outdoor Pools/Misc. Concessions	35,936.85	361,143.00	325,206.15	282.34%
Facility Administration	190,966.34	803,012.00	612,045.66	76.22%
Administration	380,987.74	812,048.00	431,060.26	53.08%

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
EXPENDITURES						
Grants to others	$6,805,642.02	$26,602,821.00	$19,797,178.98	74.42%	$6,345,053.78	$25,380,215.00
TOTAL OTHER EXPENSES	**$6,805,642.02**	**$26,602,821.00**	**$19,797,178.98**	**74.42%**	**$6,345,053.78**	**$25,380,215.00**
	$6,805,642.02	$26,602,821.00	$19,797,178.98	74.42%	$6,345,053.78	$25,380,215.00
NET (REVENUE)/EXPENDITURE	**$6,805,642.02**	**$26,602,821.00**	**$19,797,178.98**	**74.42%**	**$6,345,053.78**	**$25,380,215.00**

Outside Agencies - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Fees and user charges		($95,000.00)	($95,000.00)	100.00%	($95,000.00)	($130,000.00)
Government grants	($65,265.00)	($200,000.00)	($134,735.00)	67.37%	($62,188.00)	($200,000.00)
Contribution from own funds			$0.00	0.00%		
Other income			$0.00	0.00%		
	($65,265.00)	($295,000.00)	($229,735.00)	77.88%	**($157,188.00)**	($330,000.00)
EXPENDITURES						
Materials and supplies	$73,265.31	$300,000.00	$226,734.69	75.58%	$137,827.06	$320,000.00
Grants to others	$12,636,660.98	$48,643,111.00	$36,006,450.02	74.02%	$10,011,255.57	$44,228,775.00
Transfer to own funds	$20,000.00	$80,000.00	$60,000.00	75.00%	$20,000.00	$80,000.00
TOTAL OTHER EXPENSES	**$12,729,926.29**	**$49,023,111.00**	**$36,293,184.71**	**74.03%**	**$10,169,082.63**	**$44,628,775.00**
	$12,729,926.29	$49,023,111.00	$36,293,184.71	74.03%	$10,169,082.63	$44,628,775.00
NET (REVENUE)/EXPENDITURE	**$12,664,661.29**	**$48,728,111.00**	**$36,063,449.71**	**74.01%**	**$10,011,894.63**	**$44,298,775.00**

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
Taxation	($72,952,857.43)	($2,533,438.00)	$70,419,419.43	(2,779.60%)	($69,426,874.58)	($148,521,347.00)
Payment in lieu of taxes	($629,488.64)	($5,156,373.00)	($4,526,884.36)	87.79%	($613,022.30)	($5,054,728.00)
Fees and user charges	($5,416,473.01)	($20,687,816.00)	($15,271,342.99)	73.82%	($6,742,995.15)	($19,702,682.00)
Government grants	($5,655,225.00)	($22,638,052.00)	($16,982,827.00)	75.02%	($5,489,973.69)	($20,045,249.00)
Interest and investment income	($1,635,966.84)	($6,638,836.00)	($5,002,869.16)	75.36%	($1,410,151.95)	($6,289,000.00)
Contribution from own funds		($1,020,820.00)	($1,020,820.00)	100.00%		($1,361,091.00)
Other income	($304,504.45)	($3,943,000.00)	($3,638,495.55)	92.28%	($14,096.42)	($2,700,000.00)
Change in future employee benefits			$0.00	0.00%		
	($86,594,515.37)	**($62,618,335.00)**	**$23,976,180.37**	**(38.29%)**	**($83,697,114.09)**	**($203,674,097.00)**
EXPENDITURES						
Benefits			$0.00	0.00%		
TOTAL SALARIES/BENEFITS	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**
Materials and supplies	$4,202.07	$304,614.00	$300,411.93	98.62%	$48,828.18	$296,103.00
Program expenses	$264,450.50	$1,057,802.00	$793,351.50	75.00%	$208,874.25	$835,497.00
Financial expenses	$434,069.73	$2,611,076.00	$2,177,006.27	83.38%	$496,153.22	$2,497,614.00
Purchased and contracted services	65365.54	11900	($53,465.54)	(449.29%)	215.94	$11,000.00
Transfer to own funds	$3,550,728.00	$15,459,815.00	$11,909,087.00	77.03%	$3,493,512.75	$14,414,921.00
TOTAL OTHER EXPENSES	**$4,318,815.84**	**$19,445,207.00**	**$15,126,391.16**	**77.79%**	**$4,247,584.34**	**$18,055,135.00**
	$4,318,815.84	$19,445,207.00	$15,126,391.16	77.79%	$4,247,584.34	$18,055,135.00
NET (REVENUE)/EXPENDITURE	**($82,275,699.53)**	**($43,173,128.00)**	**$39,102,571.53**	**(90.57%)**	**($79,449,529.75)**	**($185,618,962.00)**

Capital Levy & Debenture Debt - First Quarter Ended March 31, 2026

FISCAL YEAR REMAINING% :	2026 YTD Actual	Budget 2026	Variance	Percentage Budget-Rem 75%	2025 Actual To: March	Budget 2025
REVENUE						
EXPENDITURES						
Long term debt	($69,703.11)	$1,327,115.00	$1,396,818.11	105.25%		$1,327,115.00
Transfer to own funds	$1,885,217.11	$7,540,868.00	$5,655,650.89	75.00%	$1,841,450.50	$7,365,802.00
TOTAL OTHER EXPENSES	**$1,815,514.00**	**$8,867,983.00**	**$7,052,469.00**	**79.53%**	**$1,841,450.50**	**$8,692,917.00**
	$1,815,514.00	$8,867,983.00	$7,052,469.00	79.53%	$1,841,450.50	$8,692,917.00
NET (REVENUE)/EXPENDITURE	**$1,815,514.00**	**$8,867,983.00**	**$7,052,469.00**	**79.53%**	**$1,841,450.50**	**$8,692,917.00**

Appendix B

Net Assessment Growth to March 31, 2026

	2026 Total Assessment Based on Returned Roll		2026 Total Assessment to March 31, 2026		Difference Between Returned Roll and Year End		Difference Between Municpal Revenue and Year End	
							Municipal	
Class	CVA	Municipal	CVA	Municipal	$	%	$	%
Taxable								
Residential	5,720,526,597	96,111,840	5,720,526,597	96,111,840	0	0.00%	0	0.00%
New Multi-residential	61,317,300	1,125,486	61,317,300	1,125,486	0	0.00%	0	0.00%
Multi-residential	434,290,900	7,971,253	434,290,900	7,971,253	0	0.00%	0	0.00%
Com. Occupied	712,355,666	23,251,271	712,355,666	23,251,271	0	0.00%	0	0.00%
Com. Exc. Land	5,774,497	131,314	5,774,497	131,314	0	0.00%	0	0.00%
Com. On-Farm Bus.	24,600	751	24,600	751	0	0.00%	0	0.00%
Shopping Occ.	146,700,527	5,093,558	146,700,527	5,093,558	0	0.00%	0	0.00%
Office Occupied	17,331,391	788,033	17,331,391	788,033	0	0.00%	0	0.00%
Parking/Vac. Land	24,389,300	588,719	24,389,300	588,719	0	0.00%	0	0.00%
Ind. Occupied	41,457,119	2,629,780	41,457,119	2,629,780	0	0.00%	0	0.00%
Ind. Exc. Land	774,100	31,598	774,100	31,598	0	0.00%	0	0.00%
Ind. Vac. Land	5,416,800	226,478	5,416,800	226,478	0	0.00%	0	0.00%
Large Ind. Occ.	62,092,300	7,111,016	62,092,300	7,111,016	0	0.00%	0	0.00%
Large Ind. Exc.	245,200	18,253	245,200	18,253	0	0.00%	0	0.00%
Aggregate Extraction	2,454,800	138,991	2,454,800	138,991	0	0.00%	0	0.00%
Pipelines	27,598,000	916,726	27,598,000	916,726	0	0.00%	0	0.00%
Farm	2,685,400	10,855	2,685,400	10,855	0	0.00%	0	0.00%
Managed Forests	3,125,200	12,434	3,125,200	12,434	0	0.00%	0	0.00%
Commercial Total Taxable	**906,575,981**	**29,853,646**	**906,575,981**	**29,853,646**	**0**	**0.00%**	**0**	**0.00%**
Industrial Total Taxable	**109,985,519**	**10,017,124**	**109,985,519**	**10,017,124**	**0**	**0.00%**	**0**	**0.00%**
Total Taxable	**7,268,559,697**	**146,158,355**	**7,268,559,697**	**146,158,355**	**0**	**0.00%**	**0**	**0.00%**

Appendix C - 2026 Q1 - Summary of Capital Projects

	2026 Approved Capital Budget	2026 Capital Budget Amendments (Note 1)	2026 Amended Capital Budget	% of Total	Council Approved/Costs Incurred to Date	Remaining	% Remaining
Roads/Bridges/Storm Sewer	28,388,708		28,388,708	41.63%	11,411,743	16,976,965	59.80%
Landfill Upgrades, Fleet & Equipment	6,710,831		6,710,831	9.84%	-	6,710,831	100.00%
Public Works Fleet & Equipment	2,762,796		2,762,796	4.05%	946,321	1,816,475	65.75%
Engineering Fleet & Equipment	60,000		60,000	0.09%	-	60,000	100.00%
Transit Fleet & Equipment	2,995,481		2,995,481	4.39%	-	2,995,481	100.00%
Community Services Fleet & Equipment	990,700		990,700	1.45%	-	990,700	100.00%
Building Capital Maintenance	3,574,100		3,574,100	5.24%	366,372	3,207,728	89.75%
Fire Fleet & Equipment	1,750,000		1,750,000	2.57%	-	1,750,000	100.00%
Corporate/Outside Agencies	462,500	360,000	822,500	1.21%	-	822,500	100.00%
Sanitary Sewer	19,962,266	171,709	20,133,975	29.53%	221,177	19,912,798	98.90%
Total	**67,657,383**	**531,709**	**68,189,092**	**100.00%**	**12,945,614**	**55,243,478**	**81.02%**

Appendix C - 2026 Q1 - Summary of Capital Projects (Continued)

Note 1

As per the City's Capital Budget and Financing Policy dated September 28, 2020, Finance is required to provide a summary of all capital budget changes with the Capital Budget reporting. Below is a summary of all 2026 capital budget amendments as of March 31, 2026:

Capital Budget Item	2026 Approved Capital Budget	2026 Capital Budget Amendments	2026 Amended Capital Budget	Reference
Audio-Visual/Virtual Meeting System-Council Chambers		360,000	360,000	Approved on January 12, 2026 - funded by 2026 Fire Services NG-911 net operating budget $133,300, remaining NG-911 capital commitments from previous budgets $80,000 no longer required, and the IT Computer Reserve $146,700.
Sewer Cleaning Bucket		171,709	171,709	Approved on February 23, 2026 - Council approved the purchase of a piece of equipment rather than continuously renting from the Sanitary Sewer Emergency Allocation.
Total Capital Budget Amendments		**531,709**		

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Steve Facey, Manager of Finance
DEPARTMENT:	Corporate Services
RE:	Audit – Letter of Engagement

Purpose

The purpose of this report is to request Council approval for the audit letter of engagement.

Background

An auditor's engagement letter is a formal document that sets out the terms of the audit before the work starts. It will explain what the auditor will review, what period and financial statements are covered, what the auditor is responsible for, what management is responsible for providing, what reports or results will be delivered, and when the work is expected to happen. It helps make sure both the corporation and the auditor have a clear understanding of the audit process, expectations, and responsibilities from the outset.

Prior to 2025 year-end, engagement letters from respective auditors were reviewed and signed off by the CAO and Treasurer of the Corporation. The City's auditors, KPMG, have recommended that the head of Council be placed on the engagement letter

Financial Implications

There are no financial implications of this report. The cost of audit services is within the operating budget allocation.

Strategic Plan / Policy Impact / Climate Impact

This financial reporting is not an activity directly related to the strategic plan or climate action plan.

Recommendation

It is therefore recommended that Council take the following action:

That the relevant By-law 2026-75 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Steve Facey
Manager of Finance
705.759.5356
s.facey@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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Information – Buy Ontario Procurement Directive

Purpose

The purpose of this report is to provide Council with information regarding the Buy Ontario Procurement Directive.

Background

The *Buy Ontario Act* (Public Sector Procurement) 2025 introduced a new legislative framework that reshapes procurement practices across Ontario's Public Sector. The following details are outlined within the Municipal Buy Ontario Procurement Directive issued by Management Board of Cabinet under the authority of the *Buy Ontario Act*.

- The *Buy Ontario Act* (BOA) establishes a framework to prioritize Ontario and Canadian goods and services in procurement across the public sector.
- The purpose of this directive is to enable Ontario to set out procurement requirements in support of the government's Buy Ontario mandate.
- The directive applies to municipal sector entities, which means all municipalities, local boards, and municipal services corporations that are prescribed as public sector entities under the BOA.
- There are two Strategic Categories included. The table below specifies the dates that each of the requirements take effect for specific municipal sector entities.

Organization:	Municipalities	Local Boards and Municipal Services Corporations
Fleet Vehicles	April 13, 2026	June 1, 2026
Capital Infrastructure	May 15, 2026	June 1, 2026

- Fleet Vehicles includes new light-duty passenger fleet vehicles with a Gross Vehicle Weight Rating at or less than 4,500 kg.
- Capital Infrastructure means
    - Construction (including fixtures, furniture and equipment included in the construction)
    - Transit fleet vehicles, including rolling stock (e.g. subways and rail cars) and buses, but excluding light duty passenger vehicles.

Analysis
Staff representatives from Purchasing, Public Works and Engineering Services, Community Development and Enterprise Services, and Legal Department have met to discuss and provide oversight into the directive's requirements, what procurements apply, and to develop tools for implementation of processes within future procurements.

The application of the directive requirements is to include an evaluation advantage to the bidder with the highest proportion of Ontario-Made, Canadian-Made goods and services in their Domestic Supply Chain Plan. This may have an effect of increased costs in the outcome of the determined vendor.

Fleet Vehicles are leased through Enterprise Fleet Management Inc. who is ensuring adherence to the directive.

This directive also applies to other entities including:

- "Local Boards" are municipal entities, which include public library boards, police services boards, local health boards, or any other boards defined under the BOA; and
- Municipal Services Corporations (MSCs) are specific, municipally controlled entities prescribed as public sector entities.

Staff will be advising of the change in the directive to the attention of the local and levy boards as well as PUC Inc. whose shares are wholly owned by the City of Sault Ste. Marie, for their own review and direction.

Financial Implications
There is a potential impact of increased costs for some capital projects. At this time this cannot be estimated.

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 May 4, 2026 concerning Buy Ontario Procurement Directive be received as information.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Update – RFP Pointe des Chenes Operator for Park Space

Purpose

The purpose of this report is to provide Council with an update on the Request for Proposal issued for the future use of the former trailer park area located at Pointe des Chenes.

Background

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

> *Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated August 11, 2025 concerning Pointe des Chenes Update be received and that an RFP for an operator(s) of a complementary business adjacent to the Pointe des Chenes day park space as identified on the map provided be issued.*

A request for proposal (RFP) was publicly advertised on various platforms, and notifications were additionally provided to ten requesters who had expressed interest in the opportunity. Proposals were required to be submitted for consideration no later than 4:00 p.m. on April 13, 2026.

Analysis

The RFP solicited proposals from interested parties to lease and operate space for future use of the former campground (trailer park) area located at Pointe des Chenes Park, identifying that any use be made available for the general public and that it complements the day park space area.

Proposals from one proponent was submitted prior to closing deadline.

- Flicke's Aircraft Centre, Sault, ON

The proposal received has been reviewed by a committee comprised of City staff from Community Development and Enterprise Services, Public Works and Engineering Services, and Legal Department. It is the consensus of the committee that the proposal was not determined to be a complementary business to the day park space area and will not be pursued further.

Staff will review opportunities to activate the space and report back at a future date to Council, along with any supporting budget requests.

Financial Implications
There are no financial implications to this update.

Strategic Plan / Policy Impact / Climate Impact
This report is linked to the Quality of Life focus area of 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 May 4, 2026, concerning Update – RFP Pointe des Chenes Operator for Park Space be received and that staff continue to explore various approaches to activate this space with a report to appear on a future Council Agenda.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
k.marlow@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	Manzo Park – Inclusive Sensory Playground

Purpose

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

Background

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 27, 2026.

Analysis

Proposals from six proponents were received prior to closing deadline:

ABC Recreation Ltd. (2 options), Paris, ON
S.F. Scott Mfg. Co. Ltd. O/A Blue Imp., Medicine Hat, AB
CRCS Recreation, Sudbury, ON
New World Park Solutions Inc., Brantford, ON
Park N Play Design Company Ltd. (2 options), Rocky View County, AB
Park N Water Ltd. (2 options), Mono, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from CDES and PWES, with consultation through the Accessibility Coordinator. It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process is Park N Play Design Company Ltd., Option 1.

Financial Implications

The total purchase price for the supply and installation of the equipment including surfacing requirements from Park N Play Design Company Ltd. is $498,521 including non-rebatable HST.

A total of $505,000 funding is available to support this project, with the City's share being 50% of the total cost allocated through capital budgets, donations, and

Enabling Accessibility Funding; and 50% through Northern Ontario Heritage Fund Corporation (NOHFC) Contribution Agreement Outdoor Recreation and Parks Improvements approved by Council February 23, 2026.

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

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manger of Purchasing dated May 4, 2026 concerning the supply and installation of an Inclusive Sensory Playground for Manzo Park as required by CDES and PWES be received and that the award to Park N Play Design Company Ltd. at their proposed price of $489,899.07 plus HST be approved.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
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7.7 Manzo Park - Inclusive Sensory Playground 98-99

The Inclusive Sensory Playground at Manzo Park is a good step toward supporting youth in our community, especially for kids with different abilities or sensory needs. It shows that the City is trying to create inclusive spaces where all children can play. Inclusive playgrounds are important because not all children experience play in the same way. Some may have mobility challenges or sensory sensitivities, and traditional playgrounds don't always meet their needs. By creating a space designed for a wider range of abilities, the City is helping more youth take part in activities that support their physical health, creativity, and social development.

However, there are still ways this project could be improved. The City should think about what happens after the playground is built. By making sure it is properly maintained, it stays safe and accessible for everyone. It would also be helpful to involve local families, schools, and youth groups to better understand what kids actually need and how they will use the space. Taking ideas from the many special needs classes at schools in our city would be a great way to get more real, involved feedback about ideas regarding the park. Another important issue is access. Having one inclusive playground is great, but it may not be enough for the whole city. Some families might not be able to travel to Manzo Park, so the City should consider adding similar features to other parks in different neighbourhoods.

Overall, this project is a strong investment in youth and shows progress toward a more inclusive community, but the City should continue building on it to make sure all young people have equal access to inclusive and welcoming spaces.

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Karen Marlow, Manager of Purchasing
DEPARTMENT:	Corporate Services
RE:	RFP Engineering Services –West End Wastewater Treatment Plant Phase 2 Upgrades

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Purpose

The purpose of this report is to obtain Council approval to award the provision of engineering services including design and construction services for the West End Wastewater Treatment Plant (WEWWTP) Phase 2 Upgrades, as required by Public Works and Engineering Services.

Background

An Upgrading Study for the WEWWTP was conducted in 2014 and identified a series of priority upgrades through a phased implementation plan. The Phase 2 upgrades at the WEWWTP will address key process and infrastructure improvements identified through the Upgrading Study, including the primary and secondary clarification systems, aeration system, disinfection system, and associated building and site works.

The proposal was publicly advertised and notification provided to firms on the bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on March 13, 2026.

Analysis

Proposals from two proponents were received prior to the closing date.

- Flexcell Engineering Inc., Brechin, ON
- AECOM Canada ULC, Markham, ON

The proposals received have been evaluated by a committee comprised of city staff from Public Works and Engineering Services. It is the concensus of the evaluation committee that the proponent scoring highest in the evaluation process is AECOM Canada ULC.

Financial Implications

AECOM Canada ULC proposed fees in the amount of $3,925,020 including the non-rebateable portion of HST for these services.

The entirety of the budget for the WEWWTP upgrades reside within the sanitary rate supported budget. There is approximately $23 million of this project funded by Canada Housing Infrastructure Fund (CHIF) and the remainder funded from the sanitary user fees.

AECOM's work related to this project will be spread out over several years. There is sufficient funding within the planned yearly budget allocations to accommodate these services.

Strategic Plan / Policy Impact / Climate Impact
This project aligns with the Corporate Strategic Plan within the Infrastructure focus area.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-74 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Karen Marlow
Manager of Purchasing
705.759.5298
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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco, Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	2026 Tax Policy and Rates

Purpose

The purpose of this report is to seek Council approval of the recommended tax rate options for 2026.

Background

The Long-Term Tax Policy approved by Council on April 13, 2026, sets out Council's objectives in setting the annual tax policy. The fundamental purpose of the tax policy is to assist in achieving municipal goals and objectives by controlling the distribution of taxes between property classes.

Council approved the 2026 Operating Budget levy of $151,644,623 on November 24, 2025.

Analysis

In recommending a tax ratio option, staff looked at the general objectives for the 2026 tax rates based on the Long-Term Tax Policy guidelines:

- Residential class increase equal to or less than the total levy increase (3.87%), while continuing to pursue reaching ratios in the commercial and industrial classes within the range of fairness; and
- Manage inter-class assessment shifts where possible

Tax ratios must be set in accordance with the guidelines prescribed by the Province. The *Municipal Act* provides municipalities with a range of tax policy tools to alter tax burdens within and between classes. The tools provide the following options:

- Adopt the current tax ratios (starting ratios)
- Adopt revenue-neutral ratios to mitigate the assessment-related tax shifts between classes:
    - There are no significant tax shifts that would require revenue-neutral ratios

- Establish a new ratio that is closer to or within the Range of Fairness (alternative ratios)

Summary of Tax Ratio Options:

Starting Ratios
The current ratios, or starting ratios, reflect a residential tax increase that is less than the total levy increase and slightly reduces the commercial and industrial ratios. The levy restriction naturally reduces the tax ratio for the commercial and industrial classes, aligning with the objective of decreasing the ratios over time.

Revenue Neutral Ratios
Without significant assessment-based shifts in 2026, this scenario is not applicable.

Alternative Ratios
Alternative ratios were reviewed as part of the annual analysis; however, any alterations to the starting ratios would result in the residential tax class increasing beyond the approved budget increase of 3.87%. For that reason, staff is not recommending alternative ratios for 2026.

The above analysis does not include the effect of education taxes, which the City collects on behalf of the Province, or tax capping. The tax capping recommendations and by-law appear elsewhere on the agenda.

Staff is recommending the Starting Ratio scenario, as it assists in achieving our Long-Term Tax Policy objectives by maintaining the residential tax class at or below the approved levy increase of 3.87% and continuing the gradual reduction of the Commercial and Industrial tax ratios through the levy restrictions.

The dollar and percentage tax change for the median property (midpoint) for various property types is shown in Appendix A. Under the recommended Starting Ratio, 87.56% (2025 – 93.3%) of the residential properties will increase by $17.25 (2025 – $16.93) per month or less for municipal taxes.

Financial Implications
The setting of the 2026 tax rates does not affect the levy requirement for 2026. The only implication is the distribution of the levy amongst the tax classes.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the Strategic Plan

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-laws 2026-69, 2026-70, and 2026-71 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE
2026 TAX RATE SCENARIOS

Appendix A

2026 Levy Increase	3.87%
Less: 2025 Municipal Revenue Change from Assessment Growth	0.11%
Other Adjustments	-0.01%
Tax increase	**3.75%**

Class	2025 Tax Ratios	% of tax	Starting Ratios: Municipal	Chg from 2025 after growth	Tax Ratio	Change from 2025 ratio	% of tax
Taxable							
Residential	1.000000	65.3%	99,745,626	3.78%	1.000000	0.000	65.8%
New Multi-residential	1.082000	0.002	1,166,920	3.68%	1.082000	0.000	0.8%
Multi-residential	1.082000	5.5%	8,264,730	3.68%	1.082000	0.000	5.5%
Com. Occupied	1.928025	16.1%	24,112,163	3.71%	1.928025	0.000	15.9%
Com. Exc. Land	1.349618	0.1%	194,628	48.22%	1.928025	0.578	0.1%
Com. On-Farm Bus. 1	1.928025	0.0%	785	4.41%	1.928025	0.000	0.0%
Shopping Occ.	2.046725	3.5%	5,281,075	3.68%	2.046725	0.000	3.5%
Shopping Exc.	1.432708	0.0%	0	0.00%	2.046725	0.614	0.0%
Office Occupied	2.680286	0.5%	817,044	3.68%	2.680286	0.000	0.5%
Office Exc. Land	1.876200	0.0%	0	0.00%	2.680286	0.804	0.0%
Parking/Vac. Land	1.425444	0.4%	610,771	3.75%	1.425444	0.000	0.4%
Ind. Occupied	3.824401	2.1%	2,674,299	1.66%	3.801144	-0.023	1.8%
Ind. Exc. Land	2.485861	0.0%	49,476	56.54%	3.801144	1.315	0.0%
Ind. Vac. Land	2.485861	0.2%	353,928	56.22%	3.801144	1.315	0.2%
Large Ind. Occ.	6.792239	5.3%	7,221,835	1.52%	6.750934	-0.041	4.8%
Large Ind. Exc.	4.414955	0.0%	28,519	56.19%	6.750934	2.336	0.0%
Aggregate Extraction	3.453236	0.0%	141,478	1.77%	3.432236	-0.021	0.1%
Landfills	1.884024	0.0%	0	0.00%	1.884024	0.000	0.0%
Pipelines	2.093910	0.6%	956,994	4.39%	2.093910	0.000	0.6%
Farm	0.250000	0.0%	11,309	4.19%	0.250000	0.000	0.0%
Managed Forests	0.250000	0.0%	12,976	4.36%	0.250000	0.000	0.0%
Total Taxable			**151,644,555**	3.75%			

Median/Typical Property	2026 CVA	% CVA change *	$ Tax Change	% Tax Change
Single Family Dwelling	197,000	0.00%	$137.54	4.41%
Apartment Building	1,585,000	0.00%	$846.40	3.68%
Small Office Building	317,000	0.00%	$233.59	3.68%
Small Retail Commercial Property	211,000	0.00%	$154.00	3.68%
Standard Industrial Property	647,000	0.00%	$1,025.33	1.52%

The median or typical property in each group represents a property with an assessed value at or near the midpoint or median for the group and a per cent change in assessment for the year at or near the median for the group.

Excludes Capping and Education taxes

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Lisa Petrocco, Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	2026 Property Tax Capping Options

Purpose

The purpose of this report is to seek Council approval of a by-law to adopt optional tools for the purposes of administering limits for the non-residential tax classes as required annually by municipalities in Ontario.

Background

In 1998, the Province of Ontario introduced the Tax Capping program to protect commercial, industrial, and multi-residential properties from significant property tax increases. This program limits or “caps” tax increases at 5% due to changes in property value.

Capping limits landowners from paying the full amount of taxes based on the assessed value of the property. When properties experience a decline in property value, which would normally lead to a decrease in property tax, the capping program “claws back” from them to fund the revenue shortfall resulting from the capping limit placed on properties experiencing an increase in value. In other words, decreasing property owners fund the increasing property cap on their tax increases. If there is not enough room in the properties being clawed back to finance the capped properties, then a shortfall occurs, which is funded by general revenue, reserves, or all other classes.

The caps established are not intended to be permanent. The ultimate goal is to have all properties at their Current Value Assessment (CVA), which is the fairest measure under the current property tax system. The Province has added additional tools to assist municipalities in reaching the objective of CVA and thus exiting from capping permanently. Generally, this will involve shifting the tax burden amount to properties within the affected property class.

Analysis

The City is in the process of permanently exiting capping for all tax classes and has already exited capping for the Multi-Residential class in 2021 and Commercial class in 2025. Staff recommends the status quo, utilizing maximum tools, which is

the same as 2025. This will be the third year of the four-year phase-out to permanently exit the Industrial class.

Financial Implications
The setting of the property tax capping does not affect the levy requirement for 2026.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter not articulated in the strategic plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-68 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
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THE CORPORATION OF THE CITY OF SAULT STE MARIE
TAX CAPPING OPTION - 2026

	Industrial
	Status Quo
Annualized Tax Limit	10%
Prior Year CVA Tax Limit	10%
CVA Tax Threshold - Increasers	$500
CVA Tax Threshold - Decreasers	$500
Exclude Properties Previously at CVA Tax	Yes
Exclude Properties that Move from Capped to Clawed Back	Yes
Exclude Properties that Move from Clawed Back to Capped	Yes
Exclude Reassessment Increase	N/A
Capping phase out	Year 3 (1/2)
Clawback (%Claw)	23.207154%
Decrease Retained (%Decr)	76.792846%
Cost of Capping	$ -
Clawback Amount	$ -
Net Class Impact	$ -
Capped/Protected by Annualized Tax Limit	0
Capped/Protected by CVA Tax Limit	0
Tax Above CVA Tax due to Clawback	0
Total Subject to Capping	0

** Year 3 of 4

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development & Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Community Economic Development Initiative: Batchewana First Nation – City of Sault Ste. Marie – Huron Central Railway

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Purpose

The purpose of this report is to provide Council with an update on an ongoing collaboration between the City of Sault Ste. Marie, Batchewana First Nation, and Huron Central Railway and approve a support resolution for the Community Economic Development Initiative.

Background

The City of Sault Ste. Marie (the City) and Batchewana First Nation (BFN) have been actively engaged in discussions regarding land use planning, infrastructure development, and long-term partnership opportunities. These discussions have been supported through ongoing engagement and the CEDI (Community Economic Development Initiative) partnership framework.

A meeting was held on February 25, 2026, that brought together representatives from the City and BFN to review the Draft Official Plan and broader infrastructure considerations. Key themes included strengthening recognition of BFN within planning documents, advancing reconciliation through municipal policy, and identifying opportunities for improved connectivity between the two communities.

At a special Council meeting dated April 21, 2026, CEDI representatives briefed Council on the CEDI project. Furthermore, a workshop meeting was held April 23, 2026, at the Rankin Arena bringing all three parties together to learn more about each other and set the path forward to work collaboratively in pursuit of mutually beneficial goals.

Analysis

The CEDI program goals are as follows:

1. To support communities in establishing sustainable and resilient relationships between elected officials, senior administrators, land

management and economic development staff, and the broader communities; and

2. To increase the capacity of communities to engage in and develop joint, long-term land use and community economic development plans and initiatives.

Joint Community Economic Development is a process by which community partners initiate and generate innovative solutions to their common economic problems, thereby building mutual long-term community and partnership capacity.

This holistic approach integrates economic, social, and environmental objectives that benefit members of all partners, building stronger and more sustainable communities and a broader regional economy.

Transportation and Infrastructure Connectivity
A key focus of discussions of this partnership project is to improve transportation and pedestrian access between BFN and the City, particularly to support economic development and reduce traffic impacts on residential areas.

Partnership and Reconciliation
The City recognizes that strengthening its relationship with Batchewana First Nation is a key priority. Through this partnership, the City aims to:

- Advance reconciliation in a meaningful and measurable way;
- Build a relationship grounded in respect and collaboration; and
- Establish regular engagement opportunities to support ongoing dialogue.

This work reflects the City's broader commitment to inclusive planning, cultural recognition, and community-building.

Financial Implications
At this stage, there are no direct financial impacts associated with this report.

Future financial considerations may include:

- Infrastructure design and construction costs;
- Potential land acquisition or easement agreements; and
- Funding contributions from municipal, provincial, or federal partners.

Funding opportunities will be explored as the project scope is further defined.

Strategic Plan / Policy Impact / Climate Impact
This initiative supports several key priorities within the City's Strategic Plan, 2024-2027, including.

- Economic Growth and Diversification: Improved transportation connections will support industrial development and business expansion opportunities.

- Partnership and Reconciliation: Strengthens relationships with Batchewana First Nation through collaboration and inclusive planning;
- Community Building and Connectivity: Enhances mobility, accessibility, and integration between communities; and
- Infrastructure Planning: Supports long-term planning efforts related to transportation networks and land development.

Additionally, improved infrastructure planning may contribute to more efficient transportation routes, potentially reducing emissions and supporting climate-related objectives.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated May 4, 2026 concerning the Community Economic Development Initiative: Batchewana First Nation – City of Sault Ste. Marie – Huron Central Railway be received and that Council approve a resolution to support for the City to participate in the program.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Deputy CAO
Community Development and Enterprise Services
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Council Resolution for CEDI Participation

RE: City of Sault Ste. Marie in Community Economic Development Initiative (CEDI)

HEREBY RESOLVES:

WHEREAS the **City of Sault Ste. Marie** intends to improve intergovernmental relations with the **Batchewana First Nation** and enter into a community-to-community relationship with **Batchewana First Nation;**

WHEREAS the **City of Sault Ste. Marie** commits the participation of the community in the First Nation – Municipal Community Economic Development Initiative (CEDI) from this date of May 4, 2026 until **March 2027**;

WHEREAS the **City of Sault Ste. Marie** Council has appointed Mayor Matthew Shoemaker as their elected official Working Group champion and Councillor Lisa Vezeau-Allen as the alternate;

WHEREAS the **City of Sault Ste. Marie** has appointed Brent Lamming, Deputy CAO, Community Development and Enterprise Services; Carl Rumiel, Director of Engineering; Peter Tonazzo, Director of Planning; Rick Van Staveren, Director Economic Development; Kaitlyn Neveu, Anishnaabe E-Wiidookaaged as their staff Working Group champions; and

WHEREAS the **City of Sault Ste. Marie** commits to the following resources in collaboration with the **Batchewana First Nation & Huron Central Railway** through a collaborative joint Working Group:

A. Elected and staff Working Group champions meet monthly with the **Batchewana First Nation & Huron Central Railway** Working Group champions as a joint Working Group throughout the CEDI process.

B. Coordinate a contingency plan for the CEDI Working Group champions should a designated person leave their position prior to **March 2027.**

C. Organize and participate in three 1-1.5-day joint workshops; ensuring there is representation of the elected officials, senior administration, economic development and land management/planning staff from each community at each workshop.

D. Organize ongoing community engagement to keep the community informed about CEDI program participation, partnership with **Batchewana First Nation & Huron Central Railway** and joint community economic development initiatives (may include agenda items at meetings, reports in local media, community announcements, etc.)

E. Agree to maintain communication with CEDI staff and to assist with coordinating the logistics of community visits, strategic meetings and workshops, as appropriate.

F. Provide in-kind and financial resources required to hold the meetings (such as mileage to and from venue, in-kind meeting space, and catering expenses above and beyond what can be reimbursed through the CEDI program).

G. Provide additional staff time and support as required by the joint Working Group.

H. Actively participate in the planning for and management of the jointly accessed Capacity Building Grant.

BE IT HEREBY RESOLVED THAT the **City of Sault Ste. Marie Mayor and Council** supports the participation in First Nation-Municipal Community Economic Development Initiative (CEDI) from the date of this Council Resolution until **March 2027.**

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Lamming, Deputy CAO Community Development & Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Large Quadricycle (Pedal Pub) Update

Purpose

The purpose of this report is to provide Council an update and seek approval of By-law 2026-61 which would permit the operation of Large Quadricycles upon designated routes in the downtown core.

Background

At a Council meeting dated Jul 14, 2025, the following resolution was passed.

> Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 14, 2025, concerning a two-year pilot permitting a Pedal Pub pilot in the downtown core with the option to extend upon mutual agreement be approved and that a by-law be returned at a subsequent Council meeting.

A quadricycle party bike (Appendix A), also known as a Pedal Pub, is a multi-passenger, human-powered vehicle where the passengers provide the propulsion by pedaling. It is a large, open-air, bike-like vehicle designed for social gatherings, often used for bar crawls or tours. Pedal pubs offer community members and tourists a chance to socialize with friends, partake in a light workout, and tour neighbourhoods and cities in a unique way.
https://www.youtube.com/watch?v=LX3nwOzbQOU

At a Tourism Sault Ste. Marie Board meeting dated November 25, 2025, the following resolution was passed.

> Be it resolved that the Tourism Sault Ste. Marie Board of Directors recommend a contribution of $50,000 through the Tourism Development Fund - Attraction and Product development stream to support the Sault Pedal Pub, and that a report be submitted to City Council for consideration

and approval and are subject to entry into a three-year agreement with Tourism Sault Ste. Marie.

Analysis

Following the Council's direction, staff have worked together with the proponent to address the following key items in preparation for the by-law:

1. Establishing the route (Appendix B), which has been circulated for comments per the City consultation process;
2. AGCO Licensing approval. Confirmation has been received that the application was submitted which includes the proposed route;
3. Confirmation of insurance; and
4. Hours of operation will be Tuesday to Sunday 10 am until 11 pm. The bike will operate within that time frame with pre-booked group tours.

Staff can confirm that the pedal pub was purchased and arrived in Sault Ste. Marie in the fall of 2025 and since that time has been refurbished in preparation for the operation in late spring or early summer in 2026. Staff continues to be supportive and can confirm that the items listed above have been addressed.

Staff prepared a by-law that enables the operation of the Large Quadricycle in the downtown core by permitting a designated route. The by-law mirrors the requirements set out in the provincial pilot project for Large Quadricycle, Ontario Regulation 411/22. Key components of Regulation 411/22 include that the Large Quadricycle be a 4-wheeled vehicle carrying twelve (12) or more people, traveling at a maximum speed of 17 km/h, and that helmets are treated the same as those for a bicycle. Regulation 411/22 also required the City to opt in to the provincial pilot project, which is scheduled to run until 2032. The City is further required to complete annual reports in writing to the Ministry of Transportation by March 1 of each year.

Currently, staff are aware of four municipalities in Ontario that operate Large Quadricycles: Toronto, Ottawa, Niagara-on-the-Lake, and Windsor, with none opting out of alcohol services. The common approach is to issue a municipal licence to the owner of the Large Quadricycle, setting out requirements for proper indemnification of the municipality and appropriate insurance. This process enables standard safety requirements and a framework for expanding the pilot to additional groups. The number of permitted licences is set at three. The by-law will be reviewed for any required changes at the end of year one of the two-year pilot. The proposed by-law also contemplates expiration at the end of the two-year pilot.

As the intention is to enable alcohol to be consumed on the Large Quadricycle while it is travelling upon the designated route, the AGCO permitting process must be satisfied by any owner of a Large Quadricycle before a licence would be issued. Ontario Regulation 145/25, amending Ontario Regulation 746/21 (Licensing) under the Liquor Licence and Control Act, 2019, requires: a valid licence from the

AGCO, two employees accompany the Large Quadricycle, the Operator must have class G licence, all passenger be seated while alcohol is served/consumed, and that only pre-purchased alcohol in cans, plastic, or other non-glass contains be served. It is the responsibility of the Licensee to maintain a current route on file with the AGCO.

The By-law delegates the licensing authority to the City Clerk, or their designate, and route designation to the DCAO of Public Works and Engineering Services. The delegated authority for routes is primarily to address any emergency route changes due to road repairs but will also facilitate minor changes to the route forming part of Appendix B to this report if the Licensee wishes to try alternative routes. The street on which Large Quadricycle traffic is enabled is set out in Schedule "A" of the By-law. Sault Ste. Marie Police Service would only need to be notified of any changes to the route that may occur as a result of road construction, etc.

Financial Implications
There are no impacts to the operating budget resulting from the proposed pilot.

Strategic Plan / Policy Impact / Climate Impact
The recommendation supports the focus area of the Community Strategic Plan for 2024-2027 in a number of ways:

- Under Economic Activity, it supports the growth of a diversified economy with entrepreneurs and increases tourism visitor spending;
- It aids in creating a Vibrant Hub in the downtown core and continues to develop a world-class waterfront; and
- It exemplifies communication and stakeholder consultation to create an environment that encourages engagement and the exploration of mutual goals to grow our community. Collaboration with community partners and stakeholders is essential to our success.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-61 is listed elsewhere on the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Brent Lamming, PFP, CPA, CMA
Deputy CAO
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APPENDIX A – ACTUAL PEDAL PUB THAT WILL BE USED







SAULT STE.MARIE

Appendix B: Quadricycle Pedal Pub Route

Preferred Pedal Pub Route

Potential Parking Lot Staging Area

N

100 m

Community Development & Enterprise Services
City of Sault Ste. Marie
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca | (705) 759-5310 | csd@cityssm.on.ca

Data Source: City of Sault Ste. Marie
This map is for general reference purposes.

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Nicole Maione, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Superior Osteo Postural Clinic Inc. Lease Extension

Purpose

The purpose of this report is to provide information on exercising the option to extend the current lease for Superior Osteo Postural Clinic Inc. at the John Rhodes Community Centre for one year.

Background

The original agreement for the training area at the John Rhodes Community Centre was dated May 6, 2019, between the City and Superior Sports Training Inc. Superior Sports Training Inc. changed it's name to Superior Osteo Postural Clinic Inc. effective December 16, 2021. The term of the current Fourth Extension Agreement expires on May 5, 2026, with the option to extend permitted under Section 6.9 of the original Agreement.

Analysis

The City is prepared to renew under the same terms and conditions until May 5, 2027, exercising the contract's year-to-year extension option. The City recommends adding CPI to the rent payment for the extension period, which the proponent has agreed to.

Financial Implications

The City received $7,218 in 2025, will receive $7,362 (plus HST) for rent in 2026, and approximately $2,978 in property taxes annually.

Strategic Plan / Policy Impact / Climate Impact

This assists in building collaborative relationships and enhancing service delivery options, as well as eliminating barriers to business within our community through the Service Delivery Focus Area.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-Law 2026-60 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione
Director of Community Services
Community Development and Enterprise Services
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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Joe Turpin, Manager of Business Attraction
DEPARTMENT:	Community Development and Enterprise Services
RE:	Funding for Foreign Direct Investment Initiative

Purpose

The purpose of this report is to seek Council approval to execute an Agreement with the Province of Ontario to receive $500,000 in funding for a Foreign Direct Investment initiative and to approve a contribution from the Economic Development Fund (EDF) to partially fund the project.

Background

The local economy is significantly affected by U.S. tariffs, as our primary employers in the steel manufacturing and fabrication sectors predominantly rely on exporting finished goods to the United States. It is imperative for the local business community to diversify, enhancing both the resilience of our economy and that of the Province of Ontario by reducing dependency on the U.S. market.

Analysis

The proposed initiative involves the formulation and execution of a Foreign Direct Investment (FDI) strategy designed to attract companies to the City that complement and expand our existing industrial ecosystem and develop new economic diversity. This strategy aims to support the export of manufactured goods to international markets beyond the United States and within Canada.

Aligned to the City’s priority industries, attraction efforts will concentrate on companies and industries that align with the City's competitive strengths in steel manufacturing, forestry/biomass products, low-carbon technologies, renewables, and those that require advanced logistical support, such as access to a public port, rail, and trucking infrastructure. There will also be a focus on developing new industries in the City in critical minerals and processing, defense, and aerospace.

Activities for this initiative include:

- Asset Mapping: Identifying and documenting key resources and competitive advantages within strategic sectors, including low-carbon infrastructure.
- Investment Attraction Studies: Evaluating key international and inter-provincial markets to leverage the City's competitive positioning.

- Market and Partner Identification: Identifying prospective companies and strategic partners within targeted sectors and markets.
- Outreach: Direct outreach to companies, stakeholders, and partners, including travel to trade shows, and facilitating company visits to Sault Ste. Marie.
- Promotional Material: Developing video, print, and digital assets to highlight the City's competitive advantages.

The requested $25,000 in funding from the EDF will be leveraged to receive $500,000 in funding from the Trade-Impacted Communities Program (TICP). Further, the City has received confirmation from the Economic Development Corporation (EDC) Board at the February 26, 2026, and March 31, 2026, meetings that they are committed to contributing $25,000 of their funds, and have provided a recommendation supporting the request for $25,000 from the EDF.

The total City and EDC contributions to this project will be $50,000, and this funding will be used for non-eligible expenses such as travelling outside Ontario or out-of-country.

Financial Implications
The financial impact of this Economic Development Fund application is $25,000. The Community Development Fund-Economic Development Program currently has $2.1 million for the purpose of providing financial assistance for the implementation of strategic economic development project initiatives.

The project has been successful in securing funding from the Ontario Government for $500,000.

Strategic Plan / Policy Impact / Climate Impact
While the project has alignment with the Economic Development Program, it also has strong alignment with the City of Sault Ste. Marie's existing Strategic Plan.

The following identifies three key areas of the Strategic Plan and how the proposed Economic Development Fund project aligns with it.

1) Community Development – Create Social and Economic Activity

2) Community Development – Maximize Economic Investment

3) Economic Development Program Alignment – diversify local economy, increase municipality's tax base, attract investment.

Climate Impact

By targeting sectors such as green manufacturing, forestry/biomass, and critical minerals, the City seeks to support the transition to a low-carbon economy by attracting companies that adopt clean technologies, reduce greenhouse gas emissions, and align with the City's climate objectives.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Attraction dated May 4, 2026 concerning Funding for Foreign Direct Investment Initiative be received and that Council approve:

- A contribution of $25,000 from the Economic Development Fund to support the TICP Foreign Direct Investment project; and
- The Foreign Direct Investment Agreement with the Province of Ontario.

The relevant By-Law 2026-53 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Joe Turpin
Manager, Business Attraction
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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Emily Cormier, Sustainability Coordinator
DEPARTMENT:	Community Development and Enterprise Services
RE:	Community Development Fund – Green Initiatives Program Applications 2026 Q1 Intake

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Purpose

The purpose of this report is to seek Council approval for recommendations from the Environmental Sustainability Committee for the distribution of funds from the Community Development Fund (CDF) – Green Initiatives Program.

Background

The purpose of the Green Initiatives Program of the Community Development Fund (CDF) is to support green initiatives that result in reduced greenhouse gas emissions (GHGs), improve water quality/rehabilitation, increase energy efficiency, healthy and resilient ecosystems, including habitat restoration, active transportation and waste reduction.

The City of Sault Ste. Marie's (the City) Environmental Sustainability Committee (ESC) is responsible for making recommendations for the allocation of funds for eligible projects or programs that support the City's environment plans and practices. Funding applications are reviewed by the ESC in accordance with the CDF – Green Initiatives Program guidelines and are accepted in four quarterly intakes throughout the year. Total funds available for all projects under the CDF – Green Initiatives Program in 2026 is $49,970. Eligible applicants include not-for-profit organizations, unincorporated organizations/collectives, local school or schools groups/committees and City departments.

Analysis

At the ESC meeting on Thursday, April 9, two projects received the following recommendations:

> *Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Algoma Sailing Clubhouse Energy Efficiency Project and recommends that Council approve $1,789 in project funding.*

> *Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Sault Climate Hub / Kiwedin Little Forest #3 Project and recommends that Council approve $8,149 in project funding.*

At the ESC meeting on Tuesday, April 15, 2026, an additional project received the following recommendation:

> *Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Prince Charles School Outdoor Classroom Project and recommends that Council approve $11,546 in project funding.*

1. Algoma Sailing Clubhouse Energy Efficiency Project

The Algoma Sailing Club proposes to upgrade its clubhouse facilities by replacing existing toilets with low-flow models and converting interior lighting to energy-efficient LED fixtures. These upgrades will reduce water consumption, lower energy use, and improve the environmental sustainability of the Club's operations.

2. Sault Climate Hub Kiwedin Little Forest #3 Project

The Sault Climate Hub, in partnership with Kiwedin Public School, seeks to establish a third Little Forest project in Sault Ste. Marie[1]. Specifically, the 300 square metre Little Forest will provide Science, Technology, Engineering and Math (STEM) students with hands-on experience in a living laboratory that mirrors the natural forest environment. The project has two phases. Phase 1 in 2026 is to prepare the ground in collaboration with the Algoma District School Board, with active participation of the school community. Part 2, tree planting will take place in Spring of 2027, as the soil will be ready for planting. Partner volunteers will participate in the project from start to finish. Over the next 2-3 years, volunteers of the Kiwedin Little Forest will be tasked with maintaining the new plantings. The forest will have two forest types: a native forest and a climate adaptation forest. The project will include in-class and out-of-class teaching for students to learn about Little Forests, the Miyamaki method, and participate in the choosing of which species to plant[2].

3. Prince Charles Public School Outdoor Classroom Project

Prince Charles Alternative Secondary School, part of the Algoma District School Board, supports at-risk youth in achieving academic and post-secondary success through experiential and community-based learning. The school aims to expand these opportunities by developing an outdoor classroom space where students will actively participate in its design and construction. Through partnerships with Sault

[1] https://www.saultclimatehub.ca/little-forests-ssm
[2] https://greencommunitiescanada.org/program/mini-forests/

College, Harvest Algoma, Clean North, and Indigenous education staff, students will gain hands-on experience in construction, gardening, sustainability, and land-based learning. The project will include raised garden beds, a gazebo, natural seating, and sustainable features like rainwater systems. The goal is to foster personal growth, practical skill development, and stronger community connections while creating a meaningful, collaborative learning environment beyond the traditional classroom.

Financial Implications
The 2026 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of $49,970 available to support the three projects in this report totaling $21,484, leaving $28,486 in the fund. All remaining funding left at the end of the year will go towards tree planting on City lands in 2027.

Strategic Plan / Policy Impact / Climate Impact
The project recommendations support the sustainable growth value and quality of life and infrastructure focus areas of the Community Strategic Plan for 2024 – 2027 by encouraging sustainable options, investing in recreation, and seeking opportunities to implement sustainable solutions.

In addition, the applications support actions in the Sault Ste. Marie Community GHG Reduction Plan: 2020 – 2030, including:

- Environmental Stewardship;
- Green Space; and
- Energy Efficiency.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated May 4, 2026 concerning Community Development Fund – Green Initiatives Program Applications 2026 Q1 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the three projects as follows be approved:

1. Algoma Sailing Clubhouse Energy Efficiency Project - $1,789;
2. Sault Climate Hub / Kiwedin Little Forest #3 Project - $8,149; and
3. Prince Charles School Outdoor Classroom Project - $11,546.

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Josh Ingram, Supervisor, Downtown Plaza
DEPARTMENT:	Community Development and Enterprise Services
RE:	Leveraging Empty Retail Space for Experiential Marketing Campaigns

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Purpose

The purpose of this report is to provide recommendations to Council from City staff and the Downtown Development Committee to utilize empty window spaces for experiential marketing campaigns that can benefit existing businesses and tourism.

Background

The following resolution was passed by City Council on November 24, 2025

> *Whereas the city of Sault Ste. Marie is focused on creating a vibrant downtown for the entire community and tourists to enjoy;*
>
> *Whereas the community and the surrounding area has a number of natural and cultural attractions that are currently promoted through social media, websites and the Ontario Tourism Centre;*
>
> *Whereas there is an opportunity for the city to leverage empty retail space for experiential marketing campaigns to promote the natural gifts and events taking place in and around the community;*
>
> *Whereas approximately six years ago Josh Ingram, Manager of the Downtown Association along with Ward 2 Councillor Hollingsworth did a pilot program promoting the community in empty store fronts at an economical costs,*
>
> *Whereas filling empty store fronts with tourist promotional materials by using large-format window graphics, QR codes and decals, creates vibrant window displays that help "spruce" up these windows while engaging the public;*

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

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

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

Analysis

Upon initial survey of the downtown, 4.9% of properties were found to be vacant, with 25 of those properties suitable for display.

Staff reviewed municipalities with similar programs, with the closest analogy being the St. Catherines Storefronts Public Art Project, which utilizes vacant storefront property to display local artists. The St. Catherines project required the municipality to enter into an agreement with both the property owner as well as the artist whose work is being displayed.

The purpose of these installations is to:

- Activate vacant storefronts to reduce the perception of vacancy;
- Enhance pedestrian experience and downtown engagement by encouraging foot traffic;
- Promote tourism, major events, attractions, and featured products; and
- Position each activated storefront as a marketing opportunity for the property itself by incorporating clear leasing or purchasing information.

Staff collaborated with Tourism Sault Ste. Marie, Arts and Culture, and the Downtown Development Committee and determined that the arts community is already well supported through initiatives such as the VIVID Art Festival, Paul Mall Alleyway installations, and other one-time projects. As a result, the Downtown Development Committee agreed the storefront program should instead focus on promoting downtown events, SSM You Belong social media accounts, tourism experiences, local heritage and larger-scale attractions that highlight activity in the downtown core. The installations would utilize City branding for consistency. The installation cost will vary based on size and number of windows for each storefront, ranging from $150 to $300 per window.

In addition, it was recommended to highlight each lease opportunity, via the design, in a uniform way to provide a return on investment to the property owner.

The Downtown Development Committee supports a flexible approach, allowing staff to determine which category is featured in each space, provided the overall

distribution remains equitable, maintaining a 2/2/1 ratio across: permanent attractions, event promotion, and tourism-focused content.

At the February 10, 2026, meeting the Downtown Development Committee passed the following resolution:

> *Resolved that the Downtown Development Committee supports the use of vacant retail space for experiential marketing purposes and directs staff to develop a plan for Council based on the information presented.*

This approach will require the Municipality to enter into an agreement with the property owners for the purpose of installing these temporary promotional materials. Staff are requesting that the Director of Community Services or their designate be delegated to sign the Window Display Agreement to streamline the process.

Financial Implications
No new funding would be required as the maximum estimated cost is available in as a shared cost in the respective budgets for Tourism Sault Ste. Marie, Community Development and Enterprise Services, and Downtown Development Area operating budgets.

Strategic Plan / Policy Impact / Climate Impact
This item supports several Focus Areas of the Corporate Strategic Plan:

Community Development – Economic Activity – Increase tourism visitor spending and occupancy rates.

Quality of Life – Vibrant Downtown – Increase participation and grow the number of events in the downtown year over year.

Climate Impact

No climate change impacts in relation to this program.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-59 is listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Josh Ingram
Supervisor – Downtown Plaza
705.254.9489
j.ingram@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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Carl Rumiel, Director of Engineering
DEPARTMENT:	Public Works and Engineering Services
RE:	2026 Road Resurfacing Program

Purpose

The purpose of this report is to obtain Council approval of the 2026 Road Resurfacing Program.

Background

Road resurfacing needs have steadily increased, while rising construction costs have reduced the effectiveness of the City's current resurfacing program. As a result, many areas have fallen behind in maintaining and upgrading asphalt road surfaces.

The City uses the Pavement Condition Index (PCI), a standardized rating from 0 (worst) to 100 (best), to assess the condition of each road segment. This index helps prioritize maintenance and rehabilitation efforts.

The resurfacing program targets all road types, including:

- **Class A:** Asphalt roads with curbs and storm sewers
- **Class B:** Asphalt roads with roadside ditches
- **Class C:** Surface-treated roads

According to the City's Asset Management Plan for Roads and Bridges, approximately $12.5 million in annual investment is required over the next 10 years to address preventative maintenance, resurfacing, and reconstruction needs. At this funding level, the average PCI is projected to increase modestly from 53 to 55, remaining within the "Fair" category.

Currently 22% of the City's road network falls within the "Poor" to "Very Poor" range, indicating a significant backlog of deteriorated infrastructure.

In recent years, the Engineering Division has requested an additional $500,000 annually to strengthen the resurfacing program, but these requests have not been approved. Staff will continue to advocate for increased funding to improve program effectiveness, slow further deterioration, and extend the service life of road assets.

Analysis
Available funds for the 2026 resurfacing program total approximately $3,845,276.

The recommended 2026 resurfacing program includes the following streets:

Partial Resurfacing (patches)
- Wellington Street (East Street to Gore Street)
- Albert Street (East Street to Gore Street)

Class A
- Pim Street (Oakwood Drive to MacDonald Avenue)
- North Street (Wellington Street to St. Georges Avenue)
- Chambers Avenue (Gibbs Street to South Market Street)
- Allen's Side Road (Second Line to Third Line)
- Allard Street (McNabb Street to Chapple Avenue)
- McNabb Street (Great Northern Road to Canadian Tire entrance)

Surface Treatment (convert to asphalt)
- Connor Road (Civic 84 to end)
- Falldien Road (Queen Street to River Road)
- Langdon Road (Korah Road to Murton Avenue)
- Sixth Line (railroad tracks to Connor Road)
- Wireless Avenue (Ravina Street to Lake Street)

These road sections have been prioritized based on Public Works maintenance needs, volume of traffic, recent visual inspections, and pavement condition scores from our Asset Management Plan.

Financial Implications
There is a combined allocation from the 2026 Capital Transportation Plan and unspent amounts from previous years of $3,845,276 for resurfacing in 2026. Staff will ensure that the 2026 Road Resurfacing Program is within this allocation.

Strategic Plan / Policy Impact / Climate Impact
Road resurfacing is linked to the infrastructure area of the strategic plan.

The resurfacing of roads also involves the recycling of asphalt material which has a positive impact on climate.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated May 4, 2026 be received and that the 2026 Road Resurfacing Program be approved.

Respectfully submitted,

Carl Rumiel, P. Eng.
Director of Engineering
705.759.5379
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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

May 4, 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:	School Zone Review

Purpose

The purpose of this report is to address the Council resolution regarding School Zones.

Background

On December 2, 2024, Council passed the following resolution:

> *Whereas according to www.saultstemarie.ca there are 42 designated school zones throughout the City, with speed limits set at 40 km/hr and are enforced 24/7; and*
>
> *Whereas in recent years we have seen an increase in vehicles in school zones due to fewer students relying on the school bus for transportation; and*
>
> *Whereas the statistics from the 2023 CAA School Zone Safety Survey show that 82% of parents report having seen unsafe driving behaviours in school zones, especially speeding, double parking and stopping at undesignated areas; and*
>
> *Whereas municipalities are responsible for creating safe school zones and many options to creating a safe school zone, so in many cases school zones can be different in different locations; and*
>
> *Whereas driver education can be difficult to manage and enforcement of these rules is not always possible; and*
>
> *Whereas creating a standard for all School Safety Zones within Sault Ste Marie could eliminate driver confusion when entering these zones and create a safer environment for both motorists and pedestrians;*

Now Therefore Be It Resolved that staff 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.

Analysis

As per the *Highway Traffic Act*, school zones may be designated on portions of the roadway located within 150m of a school property. At a December 14, 2020, meeting, Council approved reducing the posted speed limits in school zones to 40km/hr on a full-time basis, provided they are located on a local residential or residential collector street, and that the maximum posted speed entering an existing school zone is 50km/hr.

The City has implemented a 40km/hr posted speed limit on 42 street segments that meet the above criteria; however, there are additional schools located on roads that do not meet the criteria for speed reduction.

Across the community, schools are situated on local, collector, and arterial roads, with both urban and rural cross-sections. Conditions also vary by location: some schools have parking restrictions; others have no stopping permitted; and some locations include school crossings designated by separate signage. As a result, traffic operations and restrictions adjacent to schools are highly dependent on neighbourhood context, creating a wide range of school zone conditions from one site to another.

Given this variability, it is not practical to apply a single, standardized design or operational plan to every school zone. Accordingly, this report focuses on measures that can be implemented to improve consistency in how school zones are identified, signed, and managed across the City, while recognizing that site-specific conditions will continue to require tailored solutions.

Community Safety Zone

It is proposed to designate all school zones to be Community Safety Zones to enable the application of increased fines within 150m of school properties. This designation should be implemented on roads where posted speeds have been reduced, as well as on roads where the posted speeds have not been reduced.

Implementing Community Safety Zones will require the installation of approximately four signs per road segment, at an estimated cost of $165,000. Traffic By-law 77-200 will require an update to implement the Community Safety Zones.

Signage

School zone locations contain a high volume of signage, including parking restriction signs, school crossing signs, and reduced speed limit signs. Collectively, these signs can create a visually complex environment for drivers. While current school zone signage meets the Ontario Traffic Manual (OTM) requirements, the City has received complaints that the existing speed limit signs are too small.

Staff propose to replace the existing speed limit signs with full-size speed limit signs, along with the required fluorescent yellow school zone signs. This would typically involve replacing at least two signs per school zone road segment, at an estimated total cost of $35,000.

At some locations, legacy flashing beacons remain in place from when school zones applied only during specific times of day. As the City's school zones are now in effect 24 hours per day, 7 days per week, these flashing beacons should either be removed or standardized by installing beacons at all school zone locations and operating them on a 24/7 basis.

Installing the modern flashing beacons in the school zone is an estimated total cost of $450,000.

Speed Control

Speeding in school zones continues to be a challenge. Certain school zones are often included in the Traffic Calming Prioritization list and are the focus of recent traffic calming efforts (i.e. bollard installation).

More permanent traffic calming measures such as speed tables should be considered where appropriate. They are not recommended on arterial roads, roads with rural cross-sections, transit routes, or designated emergency routes. Staff may prioritize school zone locations and add speed tables with available budget from the resurfacing program.

Education Campaign

Staff will develop and implement a coordinated education and enforcement campaign to support the rollout of the plan, with a focus on increasing awareness among motorists and pedestrians of safety standards in these zones.

The campaign will focus on ensuring that road users understand any changes to traffic patterns, signage, pavement markings, or speed expectations. It will also stress pedestrian right-of-way rules, shared responsibilities, and the importance of compliance in reducing risk.

The campaign will include a combination of communication channels, including municipal platforms (City website, social media, podcast), print advertising (local newspapers and outdoor signage), educational videos with Police Services, and targeted digital advertising.

Recognizing that education is most effective when supported by visible compliance measures, staff will work with Sault Ste. Marie Police Services to implement an enforcement strategy. Initial efforts may include visible patrols, direct engagement with motorists and pedestrians, and warnings to reinforce awareness. Where necessary, enforcement measures, including ticketing, will be applied to support the program's safety objectives.

The campaign will be launched in coordination with the fall back-to-school period, when traffic volumes typically increase, and heightened public attention to road safety can be leveraged. Staff will work with local school boards to amplify messaging through school communications, community events, and parent council initiatives.

Staff will monitor available data, including speed compliance, to assess campaign effectiveness.

This coordinated education and enforcement approach ensures that motorists and pedestrians are informed of their responsibilities, that expectations within school zones are clear, and that safety remains a shared community priority.

Next Steps

This proposed program introduces significant cost and work required of the traffic operations staff who already have a full workload during the summer season installing and repairing traffic equipment, signs and pavement markings.

Should this program be pursued in its entirety, a separate budget request should be made to cover the costs of these changes. A phased approach over a number of years will be required to implement these changes during the seasonal time period when the work can be completed. The exact cost of the work would increase if assistance from outside contractor is required.

Alternatively, staff are recommending the following work plan:

- Implement the education plan in coordination with community partners;
- Upgrade to full-size speed signs using City staff and existing Traffic Operations budget;
- Defer the implementation of the Community Safety Zones until budget deliberations;
- Defer installation of flashing beacons until budget deliberations. Should budget request fail, remove all existing flashing beacons; and

- Prioritize speed tables based on available budget from the resurfacing program.

Financial Implications
The financial implications related to this approval would be the cost of the new speed limit signs. The required signage would cost approximately $35,000 and covered under the traffic operations budget. Financial requests for the Community Safety Zone Signage and the flashing beacons will be presented to Council during the 2027 budget deliberations.

Strategic Plan / Policy Impact / Climate Impact
The recommendations of this request are linked to the infrastructure focus area of the Corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated May 4, 2026 concerning the School Zone Review be received and that Council approve the replacement of the speed limit signs.

Respectfully submitted,

Maggie McAuley, P. Eng.
Manager of Design and Transportation Engineering
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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Francois Couture, Chief Building Official
DEPARTMENT:	Public Works and Engineering Services
RE:	Property Standards By-Law Blitz

PURPOSE

The purpose of this report is to provide Council information regarding property enforcement measures and a by-law blitz.

BACKGROUND

At the April 27, 2026 Special Meeting of Council the following resolution was carried:

> *Whereas the City of Sault Ste. Marie has a building and bylaw enforcement task force that has led several changes to bylaw enforcement in Sault Ste. Marie, including more officers, vacant buildings bylaw and new legal resources; and*
>
> *Whereas, penalties for breaches of the various bylaws continue to be too small to act as an effective deterrent; and*
>
> *Whereas, the level of compliance achieved with vacant/derelict buildings and dirty yards is currently below the level of expectation in the community; and*
>
> *Whereas, the melted snow has revealed significant compliance issues on numerous properties across the city;*
>
> *Now therefore be it resolved that staff bring a report back to the May 4, 2026 council meeting on moving to a targeted proactive property-standards, yard maintenance and vacant home bylaw blitz, with recommendations on whether additional staffing is required for such a blitz, including the geographic area of such a blitz, which are suggested to be Wellington Street to the water's edge, between Pim Street and West Street;*

Further be it resolved that the building and bylaw enforcement task force be revived to review and recommend a strategy for effective proactive enforcement blitzes, shorter compliance periods, registration of orders on title, increases in fines, and any other way that better compliance with existing bylaws can be achieved.

ANALYSIS

At the request of Council, staff have reviewed current service levels related to property standards and yard maintenance enforcement, with a focus on improving response and compliance timeframes. This includes consideration of a targeted enforcement blitz approach as suggested by Council to address ongoing compliance concerns and improve conditions in identified high-priority areas.

In recent years, the responsibilities of By-Law Enforcement Officers have changed significantly, expanding beyond traditional property standards. Enforcement Officers are increasingly required to respond to complex and time-intensive matters, including:

- Investigations and monitoring of vacant buildings and unsecured properties where situations involving criminal or high-risk activities often require coordination with police and other agencies; and
- Encampments and associated unhoused individuals, which often present health and safety concerns for staff.

Due to the increased risk and complexity of many of these occurrences, officers are often required to attend inspections in pairs to ensure safety and compliance with internal protocols. While necessary, this approach further reduces overall inspection capacity and limits the number of complaints that can be addressed within a given timeframe.

These evolving responsibilities have placed additional demands on staff time and resources, reducing capacity for proactive enforcement, and contributing to a more reactive service model.

Recent trends have shown the following:

- A rise in dirty yard complaints, particularly during spring and summer months;
- Increased service demands related to vacant and neglected properties; and
- A growing need for officers to attend and assist with encampment-related matters, often requiring coordination with multiple agencies.

Blitz Approach

Staff has reviewed a targeted enforcement blitz approach as a potential tool to improve compliance in identified high-priority areas.

A targeted enforcement blitz would involve:

- Identifying priority neighborhoods based on complaint data for known problem areas;
- Conducting proactive inspections rather than complaint-driven enforcement only;
- Issuing orders with shorter defined compliance timelines; and
- Coordinating follow-up inspections to ensure compliance.

The ability to deliver a sustained blitz must be considered alongside the evolving demands on By-Law Enforcement Officers as mentioned in the background of this report.

Without additional resources, the blitz approach would need to be delivered by reallocating existing by-law enforcement staff from core duties in other geographic areas of the City to targeted areas, resulting in reduced service levels city-wide.

The Building Division initiated a small blitz in a specific area (Pim Street/Pilgrim Street/Wellington Street area) April 28-29th, utilizing two officers. Due to the workload associated with the blitz, it was paused to allow officers to catch up on their regular duties.

Additional staffing would allow for dedicated blitz capacity while maintaining existing service levels and improving enforcement outcomes.

Regulatory and Compliance Options (Yard Maintenance By-Law)

Staff has also reviewed potential regulatory adjustments to improve the effectiveness of enforcement outcomes, including amendments to the Yard Maintenance By-Law compliance timelines.

One option available would be to reduce the compliance timeline for property owners once an order has been issued under the Yard Maintenance By-Law Compliance timelines.

These changes would include:

- Require property owners to achieve compliance within a shorter timeframe;
- Support faster resolution of recurring/obvious property standards issues;
- Align enforcement timelines more closely with community expectations; and,
- Potentially increase early compliance rates and reduce repeat inspections.

Consequences of reducing compliance timelines may also result in the following:

- Increased requests for extensions or reconsiderations;
- A higher volume of follow-up enforcement activity within shorter intervals; and,

- Arguments regarding proper procedural fairness if the timeline is not reasonable for the required remedial work.

This option could be implemented independently or in conjunction with the targeted enforcement blitz approach to improve overall effectiveness.

Enhanced property standards enforcement, including targeted blitzes and reduced compliance timelines, is not sustainable with the current staff complement. The Building Division will review staff needs, including the hiring of two additional By-Law Officers to support proactive and reactive service demands.

Additional pressures may be placed on the Legal Department as well due to a potential rise in appeals, prosecutions, and court-related activities. This could result in an increased workload for the City's Prosecutor for additional review and enforcement actions, preparation for trials, and increased frequency of court proceedings resulting in additional time commitments for both By-law Enforcement Officers and the City's Prosecutor.

Where the municipality undertakes remedial work on non-compliant properties, upfront costs will be incurred, with recovery through the tax roll subject to timing and collectability. While some costs may be offset through fines and recovery, these revenues are not guaranteed. Accelerated enforcement timelines may create short-term budget pressures and requires future Council consideration.

The Building Division may also look at the Administrative Monetary Penalty System (AMPS) that could be used in these situations as well as other areas. Implementation of AMPS would need to be referred to the budget, as it would create an internal hearing process and require both capital and operating budgets to support it.

Implementation of this targeted approach may require amendments to existing by-laws, including the Yard Maintenance By-Law, as well as updates to internal policies to support reduced compliance timelines and increased enforcement activity. These changes will require ongoing review to ensure consistency and legal defensibility.

Collectively, the proactive blitz approach and reduced timelines are likely to result in additional charges and increased demand on the prosecutor and prosecution services. AMPS will also require financial and staff resources to implement and support the new hearing process.

It is recommended that these options be explored with the By-law Enforcement Task Force and that any recommendations be made to Council in advance of the 2027 budget deliberations.

FINANCIAL IMPLICATIONS
There are no immediate financial impacts to this report, however, the Building Division will review staff requirements and may request complement increases during future budget deliberations.

STRATEGIC PLAN / POLICY IMPACT
The proposed enhancements to property standards enforcement align with Council's strategic priorities related to Focus Area Two Quality of Life and Focus Area Four Service Delivery. A more proactive and targeted enforcement approach supports improved responsiveness to resident concerns and contributes to maintaining community standards.

RECOMMENDATION
It is recommended that Council approve the following actions:

Resolved that the report of the Chief Building Official dated May 4, 2026 concerning Property Standards By-Law Blitz be received as information.

Respectfully submitted,

Francois Couture
Chief Building Official
705 541-7335
f.couture@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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, City Solicitor
DEPARTMENT:	Legal Department
RE:	Taxi By-law Update

Purpose
The purpose of this report is to inform Council as to the steps taken and those that remain to create a new Vehicle for Hire By-law.

Background
At the December 13, 2021, City Council meeting, the following resolution was carried:

> *Whereas the City of Sault Ste. Marie has a by-law that regulates and licences the operation of vehicles for hire (taxi service) within Sault Ste. Marie; and*
>
> *Whereas the Sault Ste. Marie Police Service is responsible for the enforcement of the by-law; and*
>
> *Whereas the City of Sault Ste. Marie issues the licences approved in accord with the by-law; and*
>
> *Whereas there is some concern about licenced operators complying with the by-law, specifically, the provisions that relate to the requirement of wheelchair accessible taxi service; and*
>
> *Whereas City Council wants to ensure that the by-law is being properly administered and believes the administration thereof and the parties responsible for said administration should be assessed;*
>
> *Now Therefore Be It Resolved that City Council directs the CAO, in conjunction with Sault Ste. Marie Police Service, to undertake whatever steps they collective determine appropriate to assess how the administration and enforcement of the by-law is operating as between the City and Sault Ste. Marie Police Service and make a recommendation to Council on how the by-law should be administered on a going forward basis.*

The City Clerk provided an update report in August of 2022 that confirmed that an initial review of the resolution and considerations regarding the administration of licenses and enforcement had occurred. It was confirmed that the police preferred that the administration and enforcement of the by-law be transferred to the City. This update report confirmed that centralizing the administration of the licence would greatly improve customer service by eliminating the need to attend the Police station and, subsequently, City Hall. The report also noted that shifting enforcement to by-law officers would require specific budgetary consideration. The recommendation was to create a new vehicle-for-hire by-law and to refer a request for additional by-law resources to the 2023 budget.

At the April 13, 2026, Council meeting, during a discussion of outstanding Council resolutions, a request was made that staff provide an update on the work to date and seek to accelerate the forecasted timeline of Q4 2026 to respond to the resolution.

The Police Service Board's duties and ancillary administrative duties are woven into the current by-law; a new by-law is required to support the centralized approach at City Hall and eliminate the Police Services Board's oversight.

Analysis

Staff have continued to meet internally on this item since the update report.

In February of 2025, an internal meeting was held to understand the local need for accessible vehicles for hire within our community and explore options to best regulate this service for alignment with community needs. In addition to an equitable approach to accessible service providers, an imbalance between traditional ride services (taxi) and app-based ride services (rideshare) was noted. This balance was a consideration when implementing rideshare in 2019, but the practical implications are now being reconsidered, requiring an item-by-item comparison.

In June of 2025, a meeting with local taxi companies listed several concerns with the current by-law.

Staff are also looking to reduce Council's dependency on tasks historically handled by the Police Service Board and to eliminate procedural steps, such as rider rate approval by Council, and are considering how data/information will be exchanged between the City and the Police to ensure licensees are and remain in good standing.

Streamlining the licensing approach while ensuring the necessary steps are accounted for to mitigate liability is being built into the by-law itself. Staff are also preparing affidavits to maintain the necessary checks and balances and would look to move forward with public consultation once a draft and structured process is finalized. Subject to any concerns raised during the public consultation that need

to be addressed, staff will attempt to have a draft of the by-law to Council for the August meeting (Q3) with a recommendation that any resources be referred to budget.

Financial Implications
There are no financial implications related to this information report; however, increased resources may be required to accommodate enforcement of the new by-law.

Strategic Plan / Policy Impact / Climate Impact
Streamlining the application process for taxi licences supports the corporate value of achieving excellence in customer service and streamlining processes.

Recommendation
It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated May 4, 2026 concerning Taxi By-law Update be received as information.

Respectfully submitted,

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

The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Jeffrey King, City Solicitor
DEPARTMENT:	Legal Department
RE:	Soo Minor Baseball Association

Purpose

The purpose of this report is to seek Council approval to amend an existing Licence of Occupation agreement with the Soo Minor Baseball Association (SMBA).

Background

On April 27, 1992, City Council entered into an agreement with the SMBA for the Association's use of a portion of Strathclair Park. As a result, a 20-year Licence of Occupation was signed. The Licence was extended in 2009 and 2012. The current term is set to expire in 2035. The Licence has a schedule affixed to it depicting the area licensed to the SMBA for the existing fields six fields, but does not contain much detail as to the actual defined area. Recently the SMBA filed a request with City staff to update the schedule and that the driveway owned and maintained by the City be omitted from it for insurance purposes. The SMBA is also looking to expand the licensed area to develop a new field (attached). A lengthier expiry date would assist with funding opportunities.

Analysis

The SMBAs request was circulated to staff for comments. Public Works has no issue. Engineering suggested that the additional field may impact drainage and will need to be accommodated, that a culvert permit would be required for the proposed parking area, and municipal consent obtained for any work performed adjacent to the street. Planning had no issues and noted that any zoning review for the field and minimum parking requirements be conducted by Building. Building noted that if bleachers are installed a permit may be required but that there is no minimum parking requirement for the proposed use. Community Services and Division (CSD) supports the field addition and the modifications to improve the existing field “A”. Meetings between CSD and the SMBA confirmed that the new field is required to meet registration numbers as the organization continues to grow and sees regular field use for tournaments that attract local and out-of-town teams.

The lengthier term until 2045 and additional lands being licensed to the SMBA will enable it to pursue funding opportunities for the new field, and should development of the field advance, a further review of the Licence will be conducted.

Financial Implications
There is no financial impacts created by this report or the associated amendments to the Licence.

Strategic Plan / Policy Impact / Climate Impact
This report is primarily operational in nature, but field expansion does relate to the Strategic Plan Focus Area 1: Community Development (Well-being) and Focus Area 2: Quality of Life (Welcoming).

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-law 2026-78 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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


600'-0"
450'-0"
150'-0"
PROPOSED FIELD
PROPOSED PARKING
450'-0"
350'-0"
150'-0"
Black Rd
EX. "A" FIELD
EX. "A" FIELD
EX. "B" FIELD
EX. CANTEEN
EX. "C" FIELD
N
Site Plan
SCALE: 1"=125'
PROJECT
SMBA – PROPOSED EXPANSION
DRAWING
SITE PLAN
DATE
21 OCT. 2025
FORM SIZE
LETTER
REFERENCE
.
DRAWING
SP1
mcaru.tech@gmail.com

The Corporation of the
City of Sault Ste. Marie

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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Surplus Property – Old Garden River Rd – Pt PIN 31505-0085 (Rocchetta)

Purpose

The purpose of this report is to recommend to Council that the property described as Part of PIN 31505-0085 (LT) PCL 9-1 SEC 1M462; BLK 9 PL 1M462; TARENTAURUS; SAULT STE. MARIE be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land to Trudy Rocchetta or as otherwise directed. This is also related to the separate property request regarding PIN 31505-0074 also before Council.

Attachment

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

Background

The Legal Department received a request from Steven G. Shoemaker (Wishart Law Firm LLP) on behalf of the abutting property owner (Rocchetta) to ascertain if the Property could be declared surplus. The request 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 ("DSSAB") for comment.

Planning states that the Property is zoned Parks and Recreation (PR). Planning advises that if the requestor wishes to develop the Property, a rezoning will be required. Planning spoke with the requestor to obtain some context on plans for this Property. The requestor accepted an offer to purchase adjacent lands and would like to have additional acreage. The requestor indicated no intention of altering the Property apart from a bridge and access of some sort. Planning is only supportive of selling the flat, northerly portion of PIN 31505-0085. The sloped portion, which fronts onto Old Garden River Road, contains a substantial drainage course and should not be sold.

Planning notes that access would be through an unopened right of way on Old Garden River Road. This area was part of an old plan of subdivision, which had an access point across PIN 31505-0074, and lots on PIN 31505-0138 and PIN 31505-

0075. Planning states that the overall viability of this subdivision or future urban development potential is limited. Therefore, on this basis Planning has no concerns with selling the lands.

Planning further advises that if Council approves the properties to be declared surplus and the properties are sold, the unopened road allowance, which provides access to 738 Old Garden River Road should also be sold, if it has not yet been transferred to PIN 31505-0138. Furthermore, Planning recommends the consolidation of the properties to be acquired by the requestor, this Property and the related property being PIN 31505-0074.

Public Works supports the comments from Planning as it relates to the request.

Engineering has no concerns with the sale of the Property and is in support of Planning's comments. Engineering stated that a PUC easement may be required, consisting of a 5m radius around an existing utility pole in the southeast corner near Old Garden River Road. A survey will confirm if the pole is on the Property. Engineering further noted that the requestor should be made aware of the following:

- This property is subject to Site Plan Control;
- Building will be prohibited on any land with slopes steeper than 25%, Building on land with slopes of 15% to 25% will require soil testing and design of footings, basement walls and retaining walls by a Professional Consulting Engineer; and
- A developer is required to obtain a Certificate of Approval to install a sewage disposal System.

The SSMRCA advised that the Property is located within a regulated area regarding: O. Reg. 41/24: Prohibited Activities, Exemptions and Permits under the *Conservation Authorities Act*, R.S.O. 1990, c.27. The associated development hazards for this Property include watercourse, and slope areas. Specifically, SSMRCA states that development setback includes the top of stable slope plus 15 metres and as such, a large portion of this parcel is not developable. Outside of setback areas, the required studies include hydrology, slope stability and geotechnical. A stormwater management plan or study may also be required.

The Community Development and Enterprise Services Department has no concerns. Building has no comments or concerns. The DSSAB also has no issue with divesting the Property.

The Committee of Adjustment wishes to point out that the Property is zoned Parks and Recreation (PR) and therefore, a rezoning of the Property may be necessary for development to occur.

The requestor provided the Legal Department with a valuation completed by Century 21. Due to the fact that the Property is landlocked with no road frontage, the market value of the Subject Property is estimated at Five Thousand ($5,000.00) Dollars. The abutting property owner (Rocchetta) has offered to

purchase the Subject Property for the valuation amount of Five Thousand ($5,000.00) Dollars. The City also obtained a valuation of the Property and recommends that Council accept the amount offered by the requestor.

The sale of the Property will also be advertised on the City's web page advising that the City desires to sell the Property to the abutting owner.

Analysis
If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications
As this Property is presently City owned the City does not receive any revenues from taxes. Upon sale of the Property, it may be assessable depending upon its ultimate use. The requestor would be responsible for the reference plan necessary to denote the lands to be sold to the requestor.

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 2026-18 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

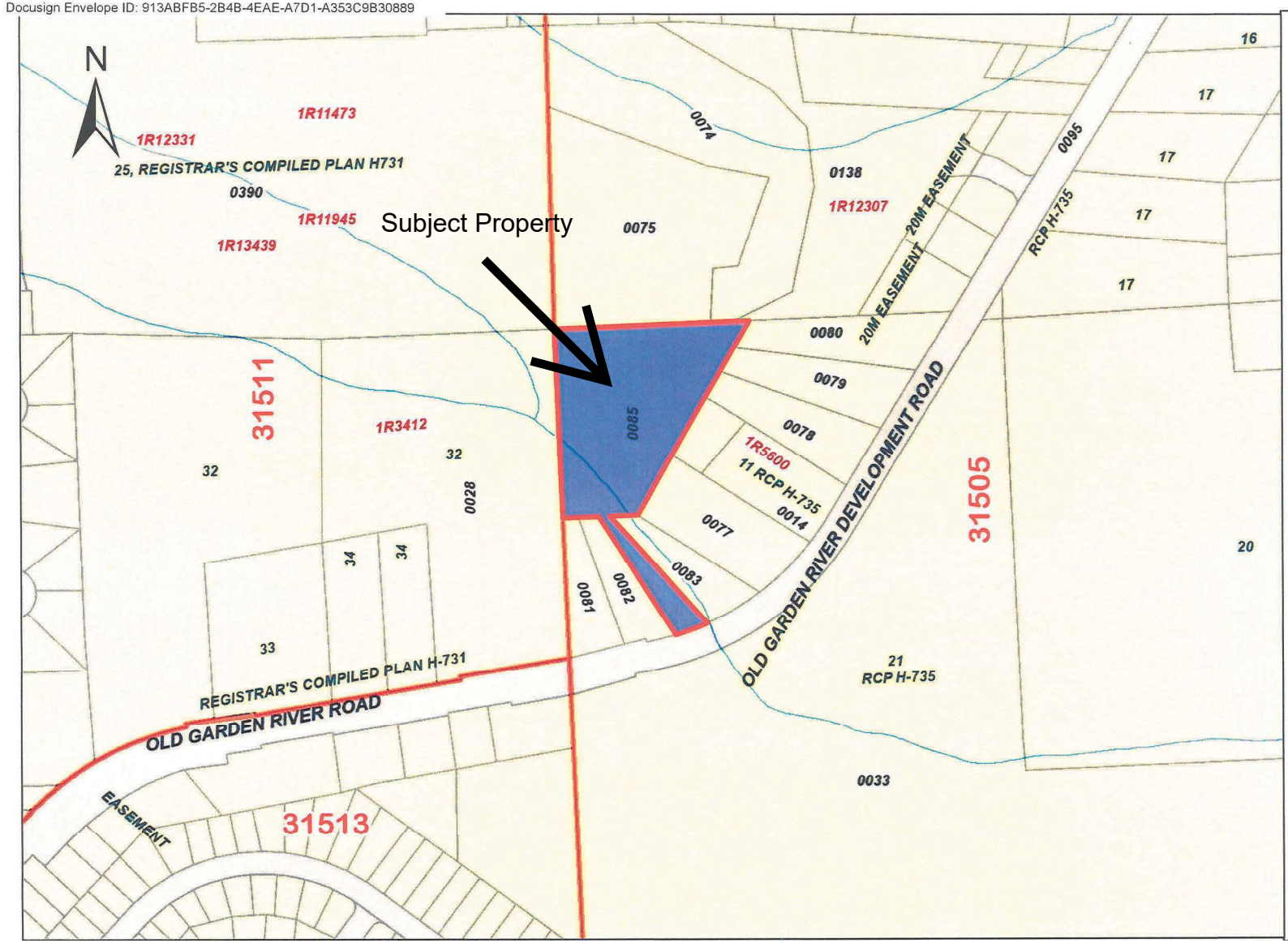
Respectfully submitted,

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

MBS/lv

lv"\\citydata\LegalDept\Legal\Staff\MAP FILES\Map 101\Old Garden River Rd PIN 31505-0085 - Rocchetta"

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SCALE

0 40 80 120 160
meters

PROPERTY INDEX MAP
ALGOMA(No. 01)

LEGEND

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

THIS IS NOT A PLAN OF SURVEY

NOTES

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

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED

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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Surplus Property – Old Garden River Road – PIN 31505-0074 (Trudy Rocchetta)

Purpose

The purpose of this report is to recommend to Council that the property described as PIN 31505-0074 (LT) PCL 10-1 SEC 1M486; BLK 10 PL 1M486 TARENTORUS; BLK 13 PL 1M486 TARENTORUS; BLK 14 PL 1M486 TARENTORUS; BLK 15 PL 1M486 TARENTORUS; BLK 16 PL 1M486 TARENTORUS; BLK 17 PL 1M486 TARENTORUS S/T LT165268; SAULT STE. MARIE be declared surplus and offered for sale by the City in accordance with the City's policy for the disposition of land to Trudy Rocchetta or as otherwise directed. This is also related to the separate property request regarding PIN 31505-0085 also before Council

Attachment

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

Background

The Legal Department received a request from Steven G. Shoemaker (Wishart Law Firm LLP) on behalf of his client Trudy Rocchetta to ascertain if vacant land on Old Garden River Road being described as PIN 31505-0074 could be declared surplus. The request 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.

Planning notes that the area was part of an old plan of subdivision, which had an access point across PIN 31505-0074. Planning indicates that the overall viability of this subdivision for future urban development potential is limited, therefore on this basis Planning has no concerns with selling the requested land. Except for the access point across the property, PIN 31505-0074 is not a developable piece of property and is to remain untouched as it represents a ravine that drains an area to the northwest of the Property. Planning supports any easement requests by staff for the purposes of granting access should watercourse or slope maintenance be

required. Planning initiated discussions with the requestor to indicate that PIN 31505-0074 could not be developed or altered and the requestor still wishes to proceed with the purchase.

Public Works supports the comments from Planning.

Engineering advises that there are two well defined water courses that traverse the Property, one through the northwestern portion of the Property and the other through the southern portion. The existing drainage conditions of these water courses must be maintained. Access to the Property to the west should be through Block L7 as per the subdivision agreement. Engineering has no concerns with the purchase of the Property and supports Planning's comments.

Building has no objection or comment other than to indicate any future development on the Property that would fall under the jurisdiction of the Ontario Building Code will require compliance with all applicable authorities and a permit from the City Building Division.

The SSMRCA advised that the Property is located within a regulated area regarding: O.Reg. 41/24: Prohibited Activities, Exemptions and Permits under the *Conservation Authorities Act,* R.S.O. 1990, c.27. The associated development hazards for this Property include watercourse and slope areas. Specifically, SSMRCA states that development setback includes the top of stable slope plus 15 metres and as such, a large portion of the parcel is not developable. Outside of the setback area, required studies include hydrology, slope stability and geotechnical. A stormwater management plan or study may also be present.

The Committee of Adjustment has no objections to the request but points out that the Property is zoned Parks and Recreation (PR) and a rezoning of the Property may be necessary for development to occur.

The Community Development and Enterprise Services Department has no concerns with selling the Property.

The DSSMSSAB has no issue with divesting the Property.

The requestor provided the Legal Department with a valuation prepared by Century 21. The market value of the Subject Property is estimated at Five Thousand ($5,000) Dollars. The City also obtained a valuation which valued the Subject Property at Six Thousand ($6,000) Dollars. Negotiations ensued and the requestor has agreed to acquire the Property for the sum of Six Thousand ($6,000) Dollars.

The sale of the Property will also be advertised on the City's web page advising that the City desires to sell the Property to the abutting owner.

Analysis
If the City decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications
As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the Subject Property, it may be assessable depending upon its ultimate use.

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:

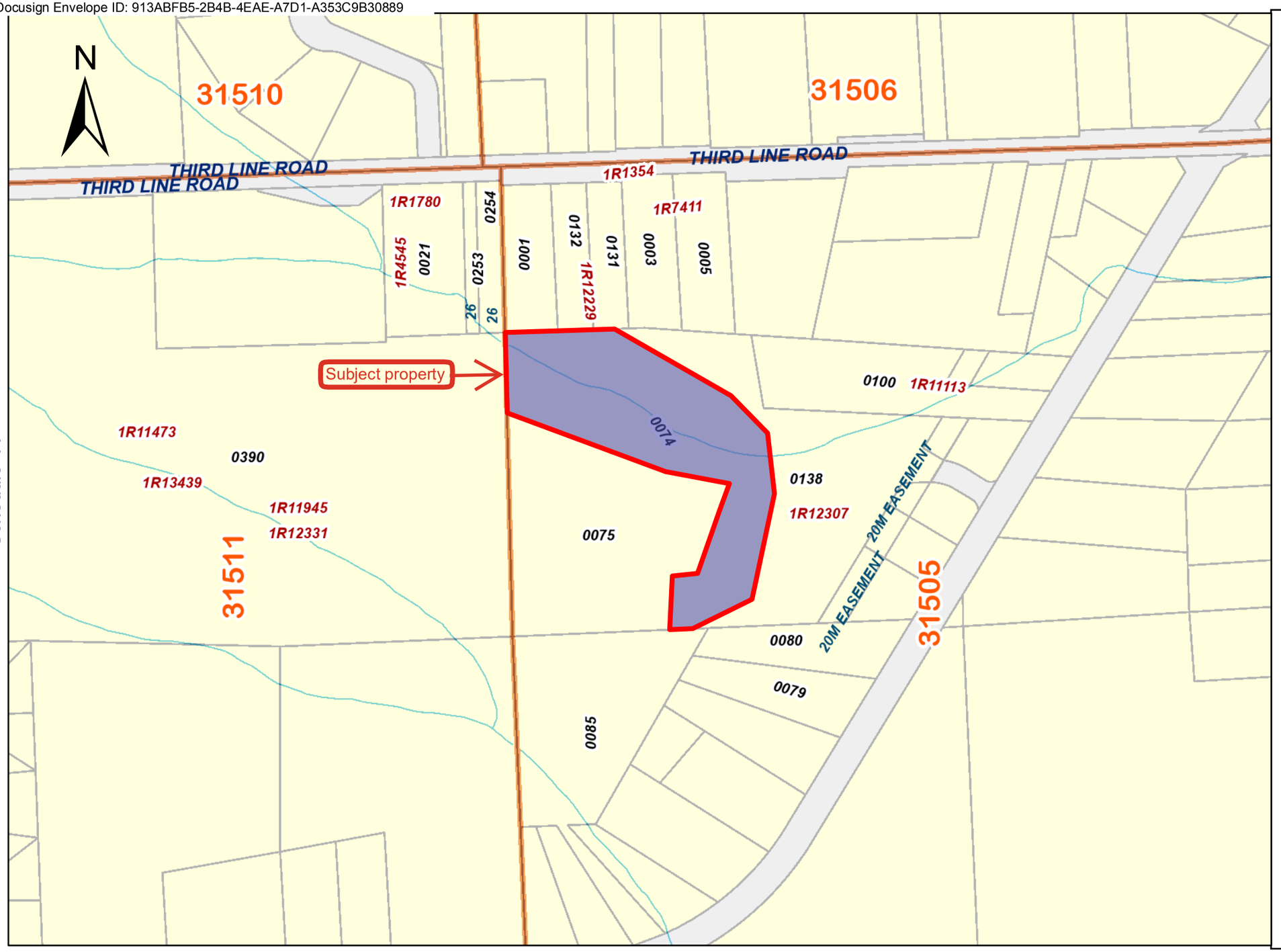
The relevant By-law 2026-19 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

sd\\citydata\LegalDept\Legal\Staff\MAP FILES\Map 101\Old Garden River Road (31505-0074) Rocchetta\Surplus Property – Old Garden River Road – PIN 31505-0074 OPEN.docx

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Schedule "A"

ServiceOntario

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FOR SHOEMAKER01

SCALE

0 40 80 120 160 meters

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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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

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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Surplus and Sale – Property Abutting 144 Second Line West – PIN 31582-0034 (LT) (Rocchetta Holdings Corp.)

Purpose

The purpose of this report is threefold, specifically:

(a) to advise Council of the offer received for the sale of property described as PIN 31582-0034 (LT) PT LT 30 PL 12898 KORAH PT 4 1R7754; SAULT STE. MARIE, abutting 144 Second Line West;
(b) to seek Council approval of a Deeming By-law pursuant to Section 50(4) of the *Planning* Act regarding the Property to enable the Property to be consolidated with the abutting property of the requestor; and
(c) to address a housekeeping issue as it relates to Street Assumption By-law 2026-5 passed on January 12, 2026.

Attachment

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

Background

The Legal Department received a request from Steven G. Shoemaker (Wishart Law Firm LLP) on behalf of Rocchetta Holdings Corp to ascertain if the Property could be declared surplus. The request 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 (“DSSAB”) for comment.

Public Works had no comments. The Engineering Department reviewed the request and had no concerns.

The Planning Department noted that 144 Second Line West continues to be a lot in the Laura Wesley Plan of Subdivision (1943). As such, to facilitate the merging of the Property with the property currently owned by the requestor, a by-law would need to be passed to take 144 Second Line West out of the plan of subdivision. Once the Property is conveyed, the two parcels can then be consolidated. Steven

Shoemaker, Solicitor for the requestor has therefore requested that the City pass the necessary Deeming By-law pursuant to Section 50(4) of the *Planning Act* to effect same. This By-law is also before Council.

The Building Department had no comments or concerns. The SSMRCA advised that the Property abutting 144 Second Line West 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 has no objections or concerns.

The Community Development and Enterprise Services Department has no concerns. The Economic Development Department has no issues. The DSSAB has no issue with divesting the Property.

The requestor provided the Legal Department with a valuation completed by Century 21. The market value of the Property is estimated at Five Thousand ($5,000) Dollars. Ms. Rocchetta has offered to purchase the Property for the amount provided in the valuation. The City also obtained a valuation of the Property and recommends that Council accept the amount offered by the requestor.

The sale of the Property will also be advertised on the City's web page advising that the City desires to sell the Property to the abutting owner.

On January 12, 2026, Street Assumption By-law 2026-5 was passed in open Council. It has come to our attention that the lands described in Item 3 in Schedule A of By-law 2026-5 need not be assumed. The By-law before Council deletes Section 3 of Schedule A, By-law 2026-5 to correct this issue.

Analysis
If Council decides to dispose of the Property, it would be consistent with the City's plan to dispose of surplus property.

Financial Implications
As this property is presently City owned the City does not receive any revenues from taxes. Upon sale of the Subject Property, it may be assessable depending upon its ultimate use.

Strategic Plan / Policy Impact / Climate Impact
Not applicable.

Recommendation
It is therefore recommended that Council take the following action:

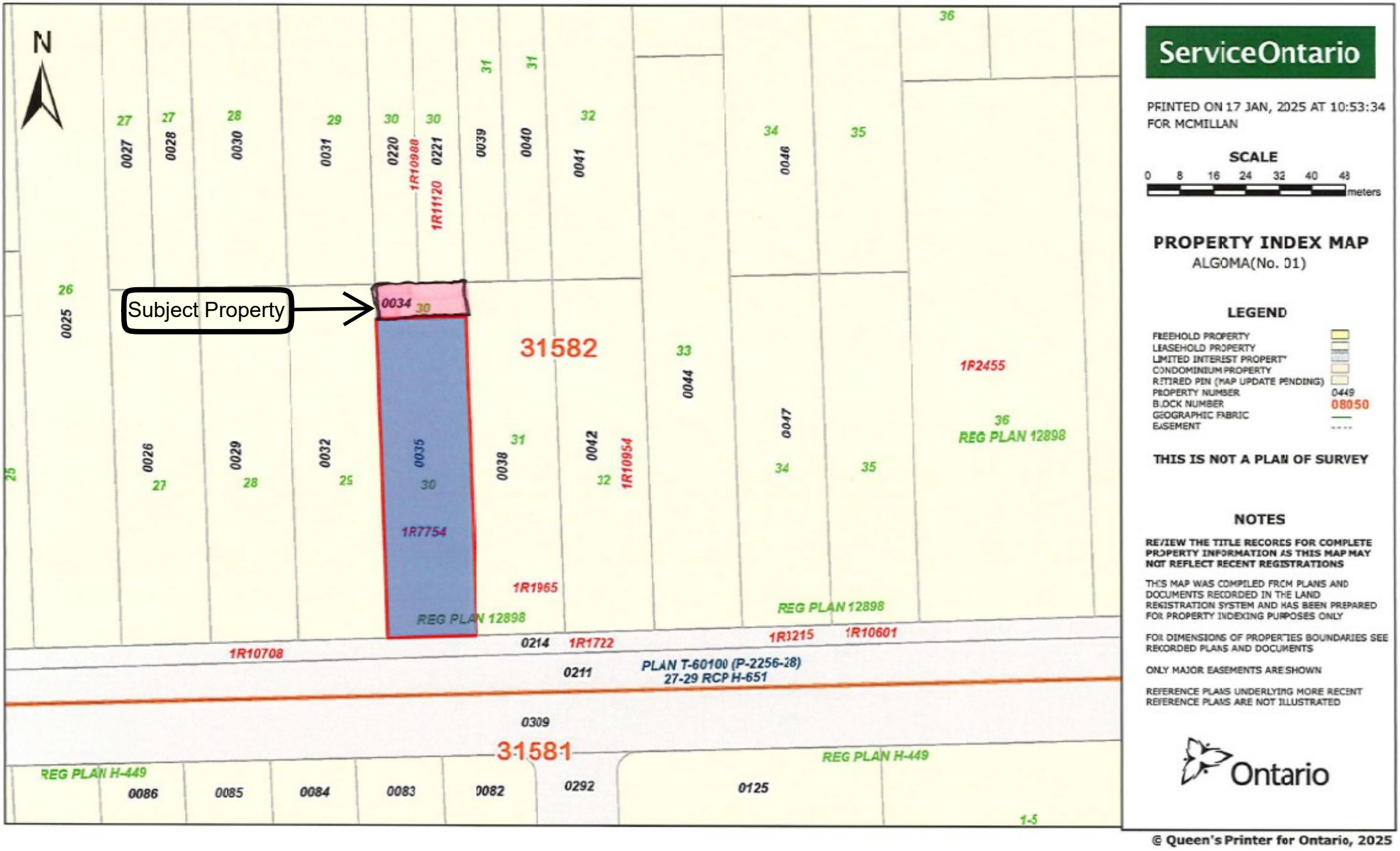
The relevant By-laws 2026-17, 2026-66 and 2026-67 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

ep\\citydata\LegalDept\Legal\Staff\MAP FILES\Map 81\Second Line West, Abutting 144 (Rocchetta)

Schedule "A"


N
Subject Property
0034
30
31582
0035
30
1R7754
REG PLAN 12898
1R1965
REG PLAN 12898
1R10708
0214
1R1722
1R3215
1R10601
0211
PLAN T-60100 (P-2256-28)
27-29 RCP H-651
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REG PLAN 12898
ServiceOntario
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meters
PROPERTY INDEX MAP
ALGOMA(No. 01)
LEGEND
FREEHOLD PROPERTY
LEASEHOLD PROPERTY
LIMITED INTEREST PROPERTY
CONDOMINIUM PROPERTY
RETIRED PIN (MAP UPDATE PENDING)
PROPERTY NUMBER 0449
BLOCK NUMBER 08050
GEOGRAPHIC FABRIC
EASEMENT
THIS IS NOT A PLAN OF SURVEY
NOTES
REVIEW THE TITLE RECORDS FOR COMPLETE PROPERTY INFORMATION AS THIS MAP MAY NOT REFLECT RECENT REGISTRATIONS
THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY
FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS
ONLY MAJOR EASEMENTS ARE SHOWN
REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED
Ontario
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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

May 4, 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 – Part of Penno Road – PIN 31567-0110

Purpose

The purpose of this report is to request approval from Council for the acquisition of property located as part of Penno Road (PIN 31567-0110(LT) LT 11 RCP H653 KORAH; SAULT STE. MARIE) referred to as “Subject Property” for the sum of One ($1.00) Dollar.

Attachment

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

Background

The City received a request from the owner of the abutting property to acquire a portion of the Subject Property. In reviewing the request, it came to our attention that the lot and Penno Road are not formally owned by the City. This should have been formalized when the Subdivision was created. Since then, the Subdivision was developed and Penno Road is travelled upon. The Subject Property is owned by Hollingsworth Investments Limited.

Analysis

The request was circulated to City Departments for comments.

Engineering confirmed that Subdivision Plan H653 supports that the Subject Property is part of the Penno Road allowance. Public Works also has confirmed that the travelled portion of Penno Road should be formally assumed. The Subject Property is zoned Parks and Recreation.

Sault Ste. Marie Region Conservation Authority (SSMRCA) commented that Subject Property is located within an area under the jurisdiction of the SSMRCA, zoned as Parks and Recreation and is part of the Fort Creek Conservation area.

Hollingsworth Investments Limited is prepared to transfer the Subject Property to the City.

Financial Implications
The City would retain a surveyor, with an estimated cost of $7,500 plus HST to separate the road portion from the vacant lot.

The City would assume the travelled portion of Penno Road. The City would be responsible for the costs associated with the acquisition of the Subject Property, being the registration fees and the reasonable legal expenses of Hollingsworth Investments Limited to complete the transfer. Thereafter, the vacant lot can be declared surplus and offered for sale by the City.

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:

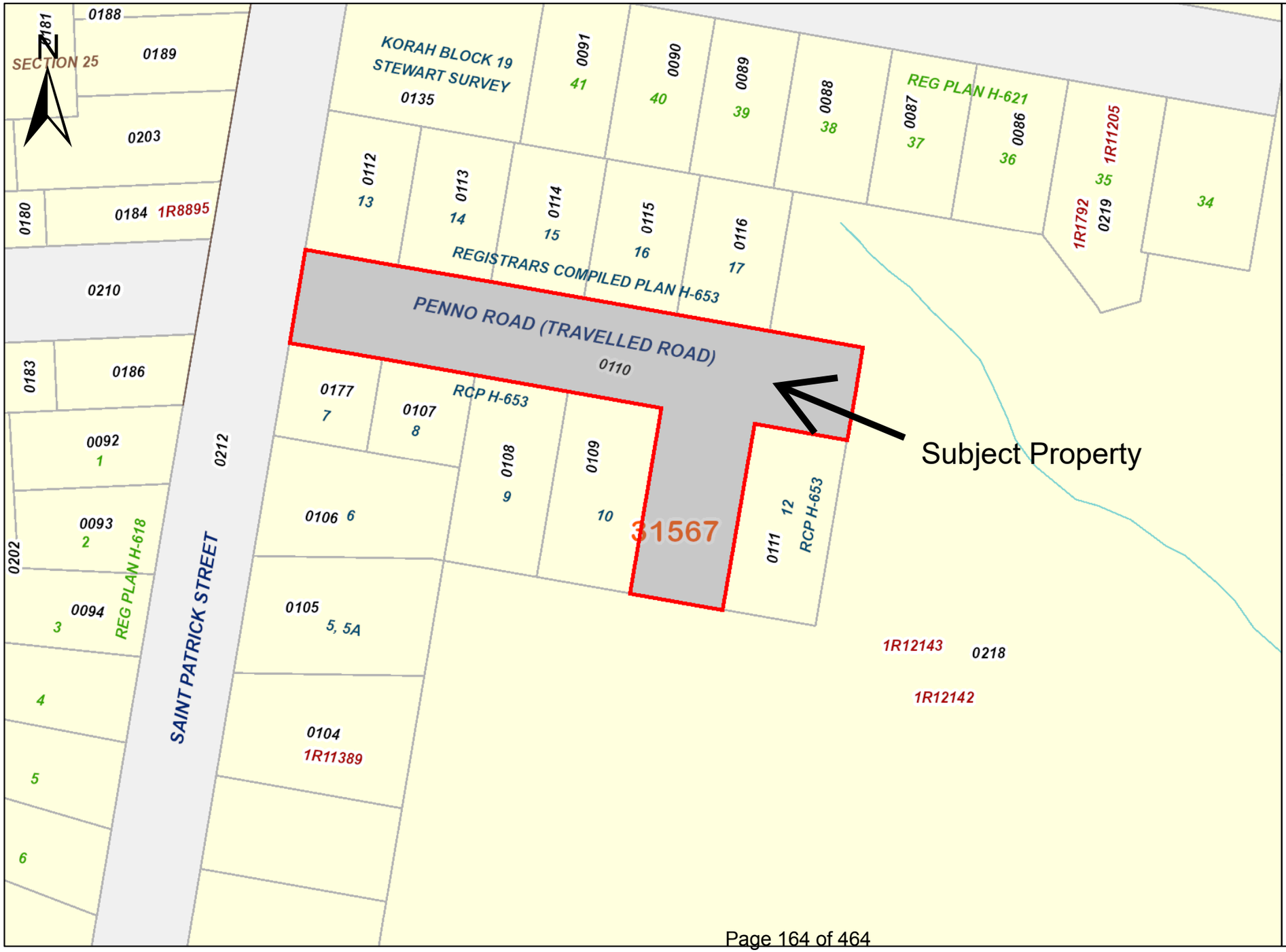
The relevant By-law 2026-64 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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

MBS/lv

"\\citydata\LegalDept\Legal\Staff\MAP FILES\Map 82\Part of Penno Road"



ServiceOntario

PRINTED ON 14 FEB, 2022 AT 15:04:45
FOR VJJOHNSON

SCALE

0 30 meters

PROPERTY INDEX MAP

ALGOMA(No. 01)

LEGEND

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

THIS IS NOT A PLAN OF SURVEY

NOTES

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

THIS MAP WAS COMPILED FROM PLANS AND DOCUMENTS RECORDED IN THE LAND REGISTRATION SYSTEM AND HAS BEEN PREPARED FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT REFERENCE PLANS ARE NOT ILLUSTRATED

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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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Brent Love, Prosecutor/Solicitor
DEPARTMENT:	Legal Department
RE:	Housekeeping – Yard Maintenance By-Law and Property Standards By-law

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Purpose

The purpose of this report is to recommend that Council approve amendments to the Yard Maintenance By-law 2012-10 and the Property Standards By-law 2012-09.

Background

Following a recent Ontario Superior Court decision, staff conducted a review of the City's Yard Maintenance By-law and determined that certain changes are required to ensure that the Yard Maintenance By-law complies with the *Canadian Charter of Rights and Freedoms* (*Charter*). It was further determined that there were duplicate yard maintenance standards in the Yard Maintenance By-law and the Property Standards By-law.

Analysis

The proposed amendments to the Yard Maintenance By-law are being recommended to clarify the prohibitions on tall grass and weeds and to confirm that a purpose of the prohibitions is public health and safety.

Subsection 3 a) of the Yard Maintenance By-law currently prohibits grass in excess of 20 cm. The following recommendations are made to ensure that this prohibition is directed at unmaintained lawns that pose a public health and safety risk and to grasses that do not form a uniform turf. The recommendation is to remove and replace the term "grass" to "turfgrass" in Section 3 a). The recommendation is to also add a definition for "grass" to Section 1 as follows: "turfgrass" means ground cover of various perennial grasses for lawns which forms a dense, uniform turf if mown. Similar definitions have been adopted by the City of Toronto, City of London, and City of Thunder Bay.

Subsection 3 b) of the Yard Maintenance By-law currently prohibits heavy undergrowth and excessive growth of weeds. It is recommended that this subsection be updated to clarify what constitutes prohibited undergrowth and

weeds. To provide this clarity it is recommended that Subsection 3 b) be removed and replaced as follows: growth of weeds and undergrowth that constitutes an unsafe condition.

To provide further clarity, it is recommended that “unsafe condition” be a defined term in the Yard Maintenance By-law. Ontario courts have emphasized that public health and safety are pressing and substantial purposes when considering if tall grass and weed prohibitions in similar by-laws are justified under the *Charter*. To confirm that public health and safety are a purpose of this By-law, the recommendation is to add a definition for “unsafe condition” to Section 1 as follows: “unsafe condition” means a public health, public safety or fire hazard.

The recommended definition for “unsafe condition” will also apply to Subsection 3 c) – dead, decaying or damaged trees or other natural growth, or branches or limbs that creates and unsafe condition, Subsection 3 d) – debris that constitutes an unsafe condition, and Subsection 3 f) – holes, pits, excavations or trenches constituting an unsafe condition.

It is also recommended that the defined term “debris” in Section 1 be removed and replaced with “refuse”. Subsection 127(d) of the *Municipal Act*, 2001 states that the term “refuse” can be defined. It is also recommended that subsection g) of the definition, post-construction and demolition material, be removed as it is already prohibited under Subsection 3 k) of the Yard Maintenance By-law.

There are a few recommended typographical updates to the Yard Maintenance By-law. First, in Section 6, it should refer to Section 5 and not 4. Second, in Section 7, it should refer to Section 6 and not 5.

During the review of the Yard Maintenance By-law, staff determined that there was duplicity between the prohibitions in Section 3 of the Yard Maintenance By-law and Section 2.02 of the Property Standards By-law. A result of this duplicity is different minimum compliance periods depending on which By-law is relied upon. The Yard Maintenance By-law provides a minimum seven-day compliance period, while the minimum compliance period for the Property Standards By-law is 14 days based on the required appeal period under the *Building Code Act*, 1992.

To ensure that the appropriate by-law is relied upon and the corresponding compliance period provided, it is recommended that the sections of these By-laws be amended to reflect their intended purpose. The recommendation for the Yard Maintenance By-law is to amend Subsection 3 d) to include that refuse cannot prevent access to or exit from the property.

The recommendation for the Property Standards By-law is to remove and replace Section 2.02 to prohibit dilapidated or collapsed buildings, structures or erections and unprotected wells, including filling in.

Also, during the review of the Yard Maintenance By-law, staff considered whether the minimum 7-day compliance period under the By-law should be updated. The timeline is procedurally fair and reasonable because of the current operational limits. Additional FTEs are required to shorten the timeline without creating a misconception that compliance would be administered sooner. It is recommended that the current minimum compliance period be maintained until additional FTEs are allocated.

Financial Implications
There are no financial implications to these amendments.

Strategic Plan / Policy Impact / Climate Impact
This is an operational matter and not directly articulated in the corporate Strategic Plan.

Recommendation
It is therefore recommended that Council take the following action:

The relevant By-laws 2026-79 and 2026-80 are listed under Agenda Item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Brent Love
Prosecutor/Solicitor
705.541.5407
b.love@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

May 4, 2026

TO:	Mayor Matthew Shoemaker and Members of City Council
AUTHOR:	Peter Tonazzo, Director of Planning,
	Nicole Maione, Director of Community Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Temporary Patio Delegation Authority

PURPOSE

This purpose of this report is to seek Council approval for amendments to delegated authority for the approval of temporary patio extensions.

BACKGROUND

On January 1, 2023, the Government of Ontario amended Regulation 746/21 under the *Liquor Licence and Control Act*, 2019 transferring authority to local municipalities to approve temporary outdoor physical extensions of licensed areas for a duration of no greater than 8 months in a calendar year.

On May 1, 2023, Council approved a patio guideline and passed By-law 2023-71 which created a standard form of an Outdoor Patio Agreement and delegated authority to execute such agreements to the Director of Planning and Enterprises Services, or their designate.

ANALYSIS

When the Province delegated authority for liquor licence approvals to municipalities in 2023, it was generally understood that such approvals applied only to patio extensions that were directly adjacent to and connected with an existing licensed establishment, whether on municipal or private property. The patio guidelines presented to Council address only these types of seasonal patio extensions.

Since that time, the Alcohol and Gaming Commission of Ontario (AGCO) has broadened the scope of municipal approvals to include the licensing of spaces that are connected to a licensed establishment, but the boundaries of the licensed area extend well beyond that of a seasonal patio. These approvals typically relate to short-term events held over the course of a day or weekend, rather than semi-permanent seasonal patio installations. AGCO continues to refer to these

approvals as “patio extensions,” which creates some confusion. For clarity, the distinction between the two approval types is as follows:

- **Seasonal patio extensions** are semi-permanent patios located directly adjacent to a licensed establishment and maintained for the duration of the patio season. For seasonal patios located on city property, the season is from May 15 to October 1. Seasonal patios on private property may not need to adhere to the specified timeframe for those on public lands, depending upon site specific circumstances. Seasonal patios located on public property are subject to the City’s Patio Guidelines and standard Outdoor Patio Agreement. There is additional site-specific flexibility on the overall design of seasonal patios on private property, which can be tailored to each individual site; however, staff work with proponents to ensure the overall design is consistent with the Guidelines and to the greatest extent possible, universally accessible. The Director of Planning, or designate, remains the approval authority for seasonal patio extensions on public and private property. AGCO remains responsible for approving permanent patios. Seasonal patio extensions require insurance in the amount of at least $2million with the City identified as an additional insured.
- **Temporary event licenses** apply to events held over a short duration on municipal or private property. While these events are associated with a licensed establishment, they may extend beyond the immediate business frontage and, in some cases, over a larger area such as a city block. These applications often require review of matters such as security, hours of operation, delineation of the licensed area, road closures, and other operational considerations as part of the municipal approval process. Temporary event licenses that involve street closure and/or occupation of municipal property require insurance in the amount of at least $5million with the City identified as an additional insured.

Through consultation with Planning, Community Services, Clerks, and Legal staff, it has been determined that additional delegated authority is required to appropriately administer **temporary event licensing** approvals. Community Services Department staff have traditionally led the municipal coordination of these events, particularly where road closures are involved and events are occurring on City property. This work includes circulation to more than 30 internal departments and external agencies for comment, as well as direct coordination with event organizers regarding licenses to occupy, road closures, security, barricades, event set-up, Algoma Public Health approvals, insurance certificates, waivers, and event takedown.

Given the Community Services Department’s established lead role in coordinating temporary events, it is recommended that the Director of Community Services, or designate, be delegated the authority to approve temporary event licences on both public and private property. The Director of Planning, or designate, would continue to serve as the approval authority for seasonal patio extensions on both public and private property.

Following discussions with Legal staff, a number of minor amendments to By-law 2023-71 (seasonal patio extensions) are recommended, most notably the removal of the “Sidewalk Patios Requirements and Guidelines” document as a schedule to By-law 2023-71.

Removing the guidelines as a schedule to the by-law would provide staff with greater administrative flexibility to amend the document as needed. For example, after three years of implementation, staff have identified opportunities to improve seasonal patio designs to support better accessibility, especially for persons with vision loss. In addition, along the reconstructed portion of Queen Street, the concrete sidewalk is located adjacent to buildings. Staff are of the opinion that patio placement should preserve the concrete sidewalk as a clear and continuous pedestrian route, minimizing the need for pedestrians to navigate around patio installations.

Standard agreements are still a Schedule to the amended Seasonal Patio delegation By-law and the recommended Temporary Event Licensing By-law. Several minor amendments are also proposed to the Standard Agreement to remove references to the Downtown Association, among others.

As part of the implementation of the revised delegation framework, staff will prepare clear communications to ensure that event organizers and seasonal patio applicants are directed to the appropriate City contact. Planning and Community Services staff are already well versed in their respective approval processes, and no issues are anticipated in directing applicants appropriately. In fact, separating the approval streams for seasonal patio extensions and temporary event licensing is expected to improve clarity and streamline internal administration.

FINANCIAL IMPLICATIONS

Delegating the Director of Community Services as the approver of temporary event licensing and amending By-law 2023-71 does not have any incremental impacts on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations outlined in this report support the City of Sault Ste. Marie Corporate Strategic Plan 2024–2027, particularly the priorities of *Service Delivery, Quality of Life, and Community Development.* Clarifying the distinction between seasonal patio extensions and temporary event licences, and assigning approval authority to the appropriate department, will streamline internal processes, improve customer service, and strengthen coordination with applicants and community partners. The recommendations also support a vibrant downtown and community events environment, while ensuring appropriate consideration is given to public safety, accessibility, and operational requirements.

The recommendations outlined in this report are not linked to the City’s Greenhouse Gas Reduction Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services and Director of Planning dated May 4, 2026 concerning Temporary Patio Delegation Authority be received and that Council:

1. Repeal and replace By-law 2018-100 and delegate approval authority of Temporary Event Licences to the Director of Community Services, or their designate.
2. Repeal and replace By-law 2023-71 (Seasonal Patios) to include legislative references to the current legislation, and remove Schedule B, which is the Sidewalk Patio Guideline.
3. Amend the Standard Agreements respecting:
    a. Seasonal Patios on Municipal property
    b. Temporary Event Licenses on Municipal property

The relevant By-laws 2026-81 and 2026-82 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Nicole Maione
Director of Community Services
705-759-5264
n.maione@cityssm.on.ca

Peter Tonazzo,
Director of Planning
705.759.2780
p.tonazzo@cityssm.on.ca

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-17

PROPERTY SALE: A by-law to declare the City owned property legally described as PIN 31582-0034 (LT) PT LT 30 PL 12898 KORAH PT 4 1R7754; SAULT STE. MARIE being property abutting 144 Second Line West as surplus to the City's needs and to authorize the disposition of the said property to Rocchetta Holdings Corp. (Ryan Rocchetta) or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Rocchetta Holdings Corp. (Ryan Rocchetta) or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

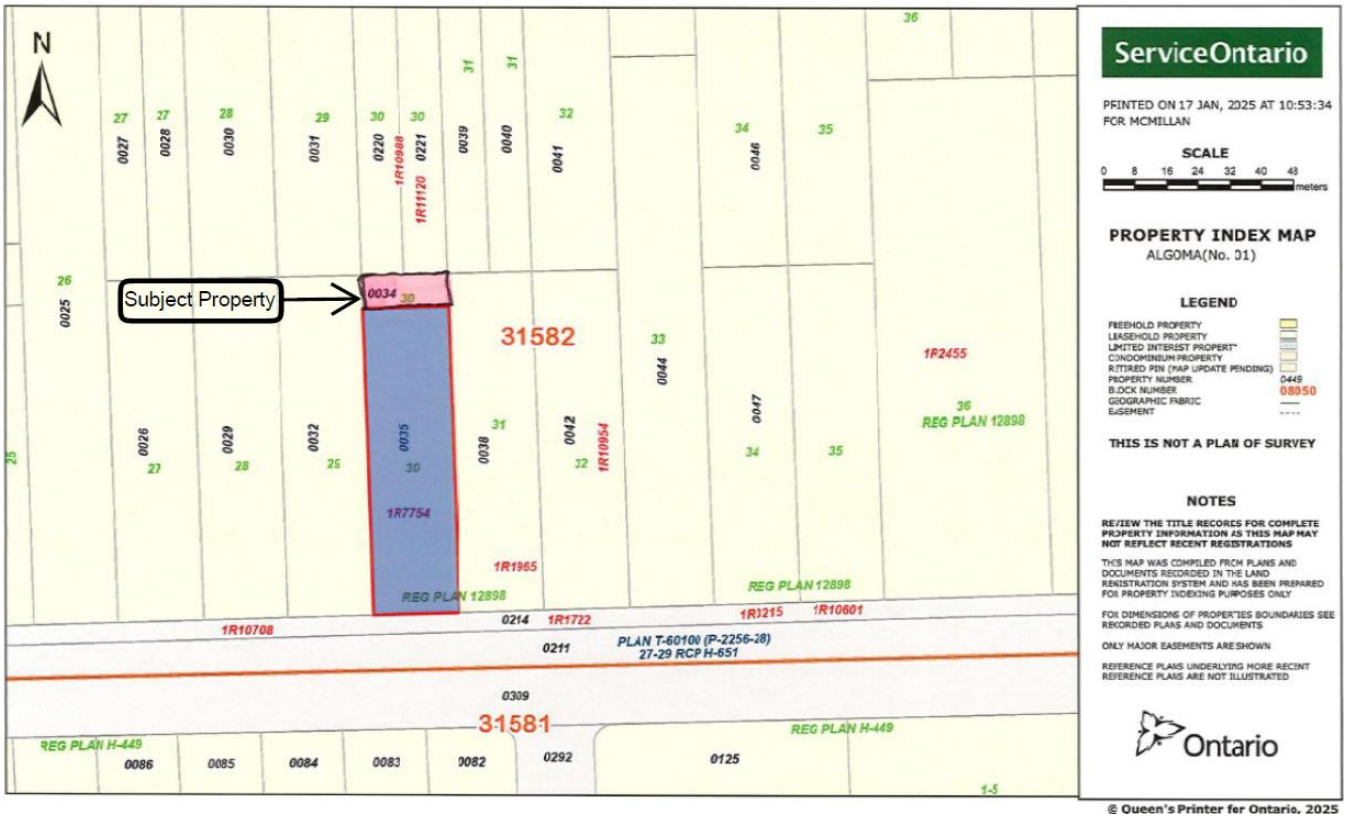
ep\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-17 Surplus and Sale Property Abutting 144 Second Line West.docx

SCHEDULE "A" TO BY-LAW 2026-17

PURCHASER: ROCCHETTA HOLDINGS CORP. (RYAN ROCCHETTA)

LEGAL DESCRIPTION: PIN 31582-0034 (LT)
PT LT 30 PL 12898 KORAH PT 4 1R7754; SAULT STE. MARIE

CONSIDERATION: FIVE THOUSAND ($5,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-18

PROPERTY SALE: A by-law to declare the City owned property legally described as Part of PIN 31505-0085 (LT) PCL 9-1 SEC 1M462; BLK 9 PL 1M462; TARENTAURUS; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property to Trudy Rocchetta or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Trudy Rocchetta or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

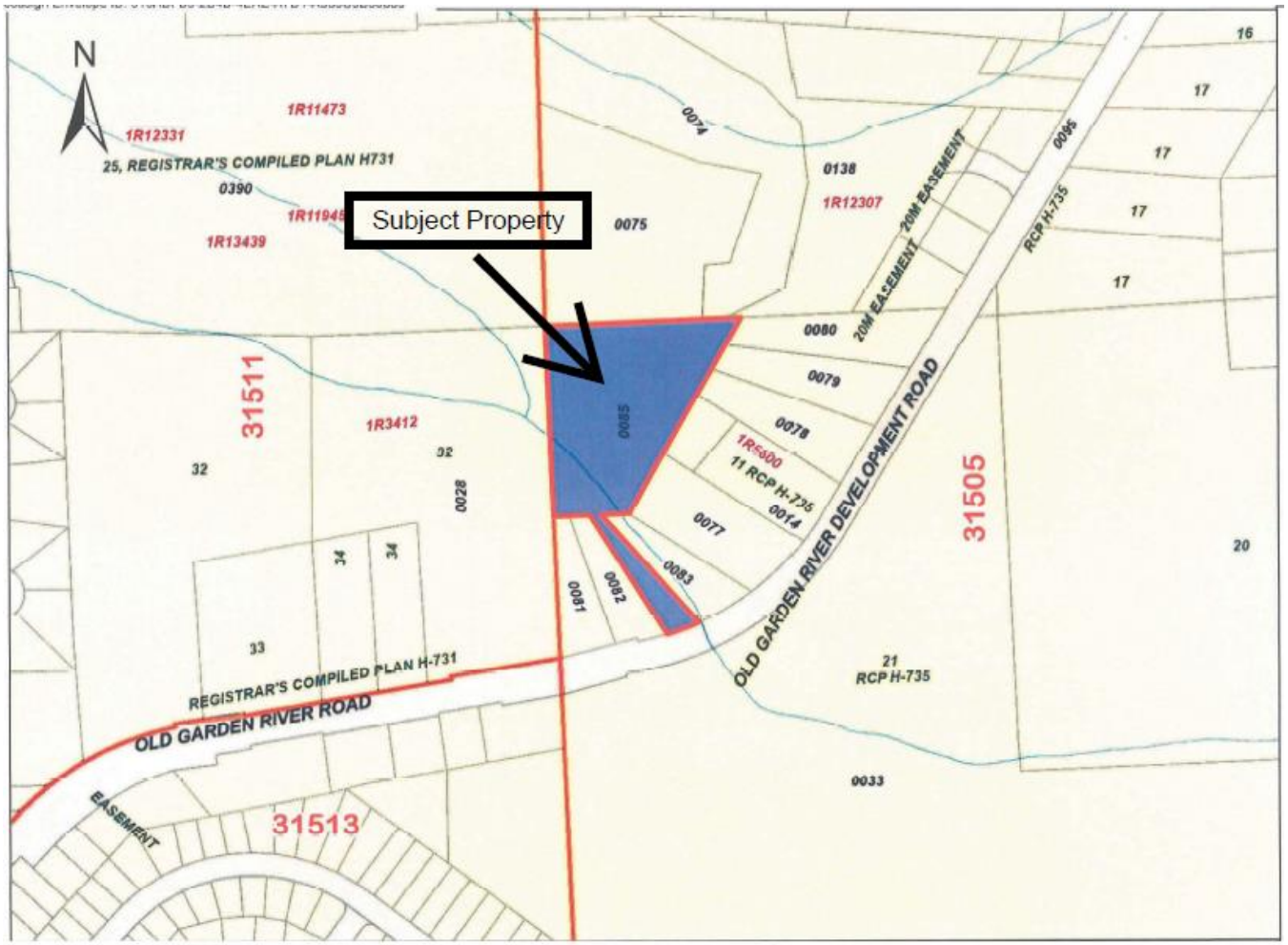
lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-18 Surplus Property Old Garden River Road Pt PIN 31505-0085 OPEN.docx

SCHEDULE "A" TO BY-LAW 2026-18

PURCHASER: Trudy Rocchetta or as otherwise directed

LEGAL DESCRIPTION: Part PIN: 31505-0085 (LT)
PCL 9-1 SEC 1M462; BLK 9 PL 1M462; TARENTAURUS; SAULT STE. MARIE

CONSIDERATION: FIVE THOUSAND ($5,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-19

PROPERTY SALE: A by-law to declare the City owned property legally described as in PIN 31505-0074 (LT) PCL 10-1 SEC 1M486; BLK 10 PL 1M486 TARENTORUS; BLK 13 PL 1M486 TARENTORUS; BLK 14 PL 1M486 TARENTORUS; BLK 15 PL 1M486 TARENTORUS; BLK 16 PL 1M486 TARENTORUS; BLK 17 PL 1M486 TARENTORUS S/T LT165268; SAULT STE. MARIE as surplus to the City's needs and to authorize the disposition of the said property to Trudy Rocchetta or as otherwise directed.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in the attached Schedule "A" to Trudy Rocchetta or as otherwise directed at the consideration shown in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

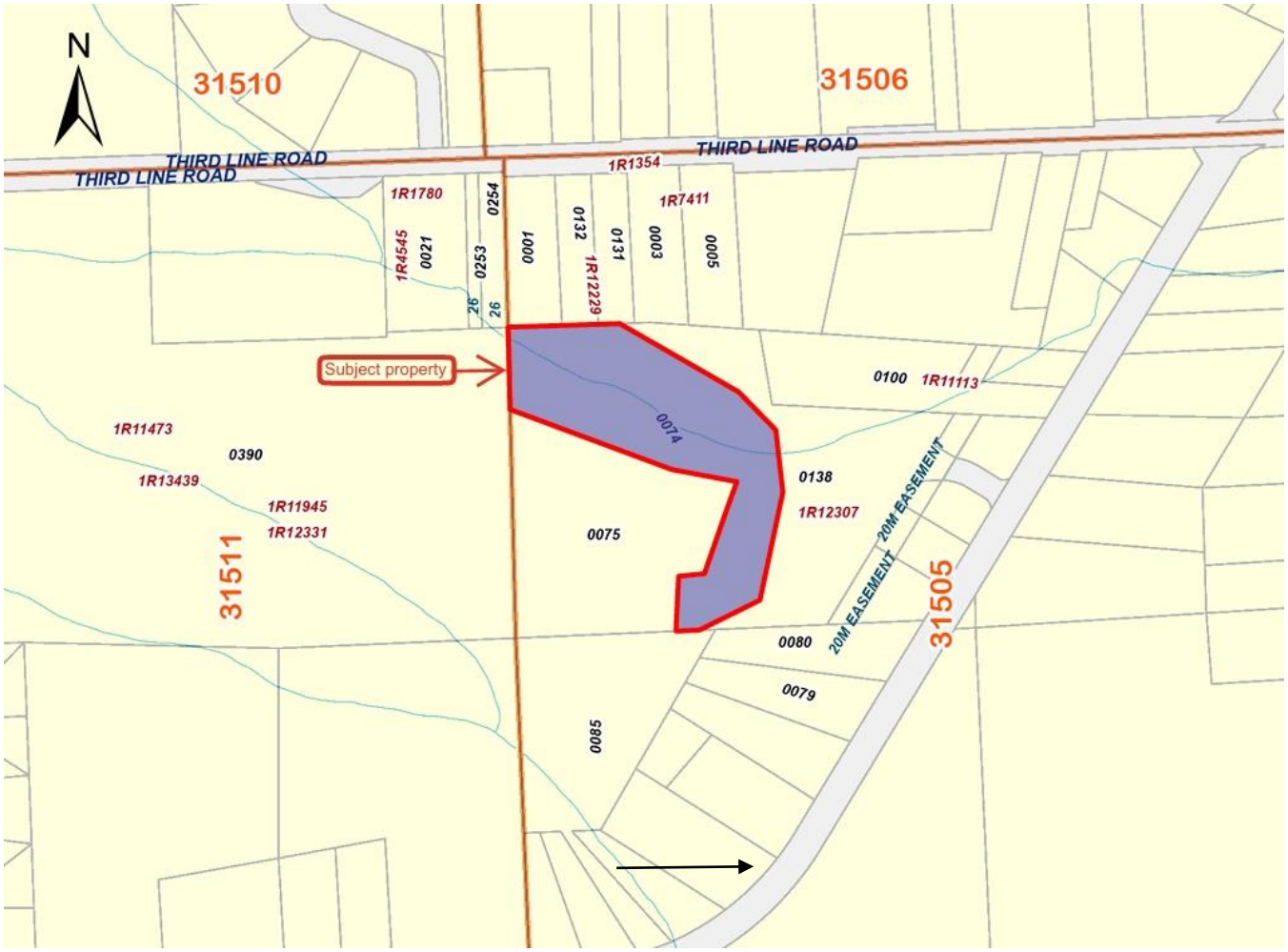
DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A" TO BY-LAW 2026-19

PURCHASER: Trudy Rocchetta

LEGAL DESCRIPTION: PIN: 31505-0074 (LT)
PCL 10-1 SEC 1M486; BLK 10 PL 1M486 TARENTORUS; BLK 13 PL 1M486 TARENTORUS; BLK 14 PL 1M486 TARENTORUS; BLK 15 PL 1M486 TARENTORUS; BLK 16 PL 1M486 TARENTORUS; BLK 17 PL 1M486 TARENTORUS S/T LT165268; SAULT STE. MARIE

CONSIDERATION: FIVE THOUSAND ($5,000.00) DOLLARS



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-53

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade for the Foreign Direct Investment (FDI) initiative.

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 1, 2026 between the City and His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Foreign Direct Investment (FDI) initiative.

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 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-53 Foreign Direct Investment funding.docx

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2026.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Job Creation and Trade

(the "**Province**")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "**Recipient**")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule "A" -	General Terms and Conditions
Schedule "B" -	Summary of Project Information
Schedule "C" -	Project Objectives, Milestones and Performance Metrics
Schedule "D" -	Sources of Financing, Eligible Costs and Project Budget
Schedule "E" -	Payment Plan
Schedule "F" -	Reports and Request for Disbursement
Schedule "G" -	Delivery Partners
Schedule "H" -	Written Assurance

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGMENT

5.1 **Acknowledgment.** The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project;

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(f) the Province is bound by the *Financial Administration Act* (Ontario) ("FAA") and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,

(i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or

(ii) the payment having been charged to an appropriation for a previous funding year.

(g) the Province may disclose all or any portion of Part I of Schedule B and the information contained therein to the public in such form as the Province deems appropriate in its sole discretion and the Recipient hereby irrevocably consents to such disclosure;

(h) except as may be required by applicable law, the Recipient shall not make any announcement with respect to this Agreement, the Project or the Funds without the prior written consent of the Province;

(i) the Recipient shall, if requested by the Province, participate in a public announcement announcing the Province's funding to the Recipient in connection with the Project at a location or venue as may be agreed between the Parties; and

(j) the Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy and as such section 16 of the *Limitations Act, 2002* (Ontario) shall apply.

The Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the Minister of Economic Development, Job Creation and Trade

Date

Name: Rachel Simeon

Title: Assistant Deputy Minister

By delegated authority

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Date

Name

Title

I have authority to bind the Recipient

Date

Name

Title

I have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"**Additional Provisions**" means the terms and conditions set out in Schedule "B".

"**Agreement**" means this agreement (sometimes referred to as "TPA") entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"**Budget**" means the budget attached to the Agreement as Schedule "D".

"**Business Day**" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"**Business Plan**" means the business plan prepared by the Recipient, including supporting material, submitted to the Province, in support of its request for the Funds.

"**Delivery Partner**" means an entity which has jointly applied with the Recipient or an entity who is in a partnership with the Recipient, to deliver the Project, but

excluding any entity who is a party to this Agreement. Delivery Partners are listed in Schedule "G".

"**Effective Date**" means the date set out at the top of the Agreement.

"**Eligible Costs**" has the meaning ascribed to it in Schedule "D".

"**Event of Default**" has the meaning ascribed to it in section A12.1.

"**Expiry Date**" means the expiry date set out in Schedule "B".

"**Funding Year**" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31st ; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31st (the completion date) or the Expiry Date, whichever is first.

"**Funds**" means the money the Province provides to the Recipient pursuant to the Agreement.

"**IAS**/**CAS**" means International and Canadian Audit Standards (IAS/CAS).

"**Indemnified Parties**" means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

"**Ineligible Costs**" has the meaning ascribed to it in Schedule "D".

"**Loss**" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

"**Maximum Funds**" means the maximum funds set out in Schedule "B".

"**Notice**" means any communication given or required to be given pursuant to the Agreement.

"**Notice Period**" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

"**Parties**" means the Province and the Recipient.

"**Party**" means either the Province or the Recipient.

"**Proceeding**" means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

"**Project**" means the undertaking described in Schedule "C".

"**Records Review**" means any assessment the Province conducts pursuant to section A7.4.

"**Reports**" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, a validly existing legal entity and a municipal government operating within Ontario, with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it shall carry out the Project in compliance with all terms and conditions in this Agreement as well as the Schedules to this Agreement;

(d) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, the Ontario Human Rights Code, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Province;

(e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including in particular the Business Plan and any other information relating to eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete, and the

Recipient recognizes that the Province has relied upon the truth and accuracy of the information and documentation contained in the Business Plan in authorizing payment of the Funds;

(f) there are no charges or convictions under criminal or quasi-criminal statutes outstanding against the Recipient or actions, suits or proceedings greater than $500,000 pending or, to the knowledge of the Recipient, threatened, which would reasonably be expected to have a material adverse effect on the Project or the ability of the Recipient to perform its obligations to fulfil the requirements of the Project if the Recipient were to receive Funding; and

(g) there is no fact of which the Recipient is aware that adversely affects or, so far as the Recipient can now reasonably foresee, will adversely affect the Project or the ability of the Recipient to perform its obligations to fulfil the requirements of the Project in any material respect if the Recipient were to receive Funding.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

(a) the full power, authority and capacity to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law or making other applicable governing rules authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely

manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and

procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. Subject to A4.2 and the other terms and conditions of this Agreement, the Province will:

(a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as set out in Schedule “E”; and

(c) deposit the Funds into an account the Recipient designates provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 Terms and Conditions of Payment of Funds. Despite section A4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until

(i) the Recipient provides evidence satisfactory to the Province that the Recipient’s council or governing body has authorized the execution of this Agreement by the Recipient by municipal by-law or other applicable governing rules;

(ii) the Recipient provides evidence satisfactory to the Province that the Recipient has secured Project financing in a form satisfactory to the Province;

(iii) the Recipient provides the certificates of insurance in relation to the Project (minimum of $2 million) or other proof as the Province may request pursuant to section A10.2;

(iv) the Recipient provides a written assurance that it is in compliance with all Ontario laws, including but not limited to accessibility legislation;

(v) it is satisfied with the progress of the Project; and

(vi) the Province has undertaken engagement and/or consultation with Indigenous communities in relation to the Project, including for approvals, licenses, authorizations and permits, that the Province determines is appropriate in its sole discretion;

(b) disbursement of Funds shall be made in arrears and paid in installments as set out in Schedule “E” ;

(c) the final disbursement (the “Completion Payment”) shall be paid only after the Project has been completed and all post-project reporting requirements as set out in Schedule “F” have been received to the Province’s satisfaction;

(d) the Province may adjust the amount of Funds it provides to the Recipient in any disbursement based upon the Province’s assessment of the progress of the Project, the achievement of milestones in Schedule “C", and the information the Recipient provides to the Province pursuant to Article A7. For greater certainty, the Recipient shall repay to the Province any unused Funds, in the event that the Funds provided to the Recipient exceed the Eligible Costs incurred;

(e) the Province will have received evidence satisfactory to it that the Recipient is in compliance with any requirements of the Ministry of Labour, Immigration, Training and Skills Development, Ministry of Municipal Affairs and Housing, and the Ministry of the Environment, Conservation and Parks;

(f) if fees, levies, charges or taxes or other amounts are owed by the Recipient to His Majesty the King in Right of Ontario or his agencies, including without limitation, the Minister of Finance, the Province may reduce the amount of Funds that would otherwise have been provided by the amount of such fees, levies, charges or taxes; and

(g) pursuant to the *Financial Administration Act (Ontario)*, any payment of Funds is subject to an appropriation from the Ontario Legislature; if the Province does not receive the necessary appropriation, the Province is not obligated to make any such payment and the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement immediately without liability, penalty, or costs, pursuant to section A11.1.

(h) Where the Recipient will be utilizing a Delivery Partner to deliver the Project, the Province shall only be obligated to provide Funds to the Recipient if the following conditions are met:

(i) the Recipient has provided to the Province a copy of the written agreement between the Recipient and the Delivery Partner that outline their roles, responsibilities, and obligations, consistent with the terms and conditions of this Agreement;

(ii) the Province is satisfied that the Recipient and the Delivery Partner have established mechanisms to monitor the compliance and performance of the Delivery Partner, including regular reporting, audits, and reviews to ensure adherence to agreed-upon standards and timelines;

(iii) the Recipient shall provide a written assurance in the form of Schedule H to the Province that the Recipient shall be accountable for the actions of the Delivery Partner and that the Recipient shall be liable to the Province or any third-party for any losses arising from the Delivery Partner's non-compliance with the Agreement, including any failure to meet the Project milestones. For greater certainty, the Recipient acknowledges and agrees that it shall be fully responsible for completing any outstanding Project milestones that its Delivery Partner fails to fulfill to the satisfaction of the Province;

(iv) payment to a Delivery Partner by the Recipient shall be

contingent upon the satisfactory completion of their work and compliance with the Project milestones, payment schedules and other conditions set out in this Agreement.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.7 Stacking. Stacking funds with other provincial programs or projects for the performance of the Project is not permitted. The Recipient may stack funds from other government sources (e.g., federal funding programs) for the performance of the Project provided that the total amount of provincial and other government funding received shall not exceed 100% of the Eligible Costs.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 Disposal. The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

(a) submit to the Province at the address set out in Schedule "B":

(i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province;

(ii) signed by an authorized signing officer of the Recipient; and

(c) provide to the Province within 120 days after the end of each Funding Year, audited financial statements of the Recipient prepared in accordance with IAS/CAS by a nationally recognized accounting firm or such other firm acceptable to Ontario for the Funding Year then ended; and

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

(a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the

Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of the Project;

(c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3; and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) assisting the Province to copy records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

(a) acknowledge the support of the Province for the Project;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Publication by the Province. The Recipient acknowledges that the Province has the right to publicize the outcomes and impacts of the Project on Ontarians.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) at least 30 days' written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) achieve any one or more of the Milestones in Schedule “C";

(iii) use or spend Funds in accordance with this Agreement; or

(iv) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

(b) the Recipient’s operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;

(d) the Recipient ceases to operate.

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) take any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way

that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not

the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

(a) in writing;

(b) delivered by email; and

(c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given in the case of email, on the date on which the Notice is sent.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with

any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

(b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY [NTD: use this clause only when there are more than one Recipients]

A24.1 Joint and Several Liability. The Recipients acknowledge and confirm that each will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipients under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “Failure”);

(b) has been provided with notice of such Failure in accordance with the

requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

[END OF GENERAL TERMS AND CONDITIONS]

SCHEDULE B
SUMMARY OF PROJECT INFORMATION

Part I

Recipient Name	**The Corporation of the City of Sault Ste. Marie**
Project Name	Foreign Direct Investing – Accessing World Markets
Maximum Funds	$500,000
Project Start Date	April 1, 2026
Initial Report Period End Date	June 30, 2026
Interim Report Period End Date	March 31, 2027
Project Completion Date	March 31,2028
Final Report Period End Date	March 31, 2028
Post-Project Report Due Date	October 1, 2028
Expiry Date	January 1, 2029
Eligible Costs	$500,000
Short description of the Project for public disclosure	The Recipient will develop and implement a Foreign Direct Investment (FDI) strategy to attract companies to Sault Ste Marie. The strategy aims to support the diversification of exports of manufactured goods within Canada and internationally.

The Recipient acknowledges that the information set out above in Part I of Schedule B may be made available to the public in such form as the Province deems appropriate in its sole discretion.

Part II

Amount for the purposes of section A5.2 (Disposal) of Schedule A	**$500,000**
Insurance	**$2,000,000**
Contact information for the purposes of Notice to the Province	**Attention:** Marcel Parent **Position:** Manager, Regional Innovation Centres Unit, Ministry of Economic Development, Job Creation and Trade **Address:** 18 floor, 777 Bay Street, Toronto, ON, M5B 2H7 Email: Marcel.Parent@ontario.ca
Contact information for ongoing contract administration (i.e. routine, day-to-day inquiries)	**Name:** Joe Turpin **Position:** Manager, Business Attraction, Economic Development, The Corporation of the City of Sault Ste. Marie **Address:** 99 Foster Drive, P.O. Box 580, Civic Centre, Level Four, Sault Ste. Marie, ON, P6A 5X6 **Phone:** (705) 989-5192 **E-mail:** j.turpin@cityssm.on.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) to respond as required to requests from the Province related to the Agreement	**Name:** Shelley Schell **Position:** Chief Financial Officer, The Corporation of the City of Sault Ste. Marie **Address:** 99 Foster Drive, P.O. Box 580, Civic Centre, Level Four, Sault Ste. Marie, ON, P6A 5X6 **Phone:** (705) 759-5355 **Email:** s.schell@cityssm.on.ca

SCHEDULE C
PROJECT OBJECTIVES, MILESTONES and PERFORMANCE METRICS

Project Objectives and Project Activities

Project Objectives

The Project involves the formulation and execution of a Foreign Direct Investment (FDI) strategy designed to attract companies to Sault Ste Marie that complement and expand the city's existing industrial ecosystem and develop new economic diversity. This strategy aims to support the exportation of manufactured goods to international markets beyond the United States and within Canada.

The attraction efforts will concentrate on companies that align with the city's competitive strengths in steel manufacturing, forestry products, and those that require advanced logistical support such as to a Public Port, rail, and trucking infrastructure. The Recipient will also focus on developing new industries in the City in critical minerals and processing, defense and aerospace.

Project Activities

1. Consultants Services

Activities:

- Asset Mapping: Identifying and documenting key resources and competitive advantages within strategic sectors.
- Investment Attraction Studies: Evaluating key international and inter-provincial markets to leverage the City's competitive positioning.
- Market and Partner Identification: Identifying prospective companies and strategic partners within targeted sectors and markets.
- Trade Show Facilitation: Organizing and preparing for trade show participation.

2. Promotional Material Development

- Video Production: Creating a professional video that highlights the City's competitive advantages to prospective companies, investors and stakeholders.
- Print Materials: Designing and producing marketing brochures and other print materials for distribution to target audiences.

3. Marketing Material Distribution

- Distribution Strategy: Executing strategic distribution of promotional materials to key markets, stakeholders, and prospective companies through various channels.

4. Trade Shows - Trade Booth Setup: Establishing trade booths at significant industry trade shows within Ontario to maximize exposure to key sectors. - Participation Costs: Costs related to booth rental, setup, and presentation at trade shows. 5. Travel - Trade Show Attendance: Covering travel expenses for attending relevant trade shows in Ontario to directly engage with industry leaders and investors. - Facilitation of Company Visits: Supporting travel arrangements for companies visiting the City to explore specific investment opportunities.

Project Milestones	
<u>Section 1 – Interim Milestones</u> Activities that will occur in the first half of the project – i.e., between the Project Start Date and the Interim Report Due Date.	
Project Milestones	Time Frame
1.1.1 - Request For Proposal - Asset mapping/Investment attraction studies - The Recipient shall put out an RFP for consultants to perform asset mapping/investment attraction study - The Recipient shall select 1 consultant to perform this function	April 1, 2026 – July 31, 2026
1.1.2 - Asset Mapping/Investment Attraction Studies 1. The Recipient shall ensure that the consultant performs asset mapping and investment attraction studies 2. The Recipient shall ensure that the consultant completes the Asset Mapping, including: Identifying and documenting key resources and competitive advantages within strategic sectors. Investment Attraction Studies: Evaluating key international and inter-provincial markets to leverage the City's competitive positioning.	August 1, 2026 – December 31, 2026
1.2.1 - Request For Proposal - Market and Partner Identification/ Trade	

Show Facilitation - The Recipient shall ensure that the consultants perform this function - The Recipient shall select 1 consultant to perform this function. The Recipient shall assess the consultant based on their track record of performing business development activities for FDI initiatives. Also, the Recipient shall assess which markets/countries that they have experience and contacts in to ensure they align with the countries that the Recipient hopes to target.	January 1, 2027 – March 31, 2027

Section 2 – Final Milestones

Activities that will occur in the second half of the project – i.e., between the Interim Report Due Date and the Project Completion Date.

Project Milestones	Time Frame
2.1 - Market and Partner Identification/ Trade Show Facilitation - The Recipient shall reach out to stakeholders, companies, partners - The Recipient with support of the consultant shall assess various trade shows to attend in Ontario - The Recipient shall assess which trade shows to set up booths in Ontario - The Recipient shall attend 2-5 trade shows in Ontario. The trade shows shall be in priority sectors like advanced manufacturing, forestry, mining, aerospace/defence or others.	April 1, 2027 – August 31, 2027
2.2- Request for Proposal - Promotional Material Development - The Recipient shall ensure that the consultants perform this function – this includes video, digital and print materials	April 1, 2027 – July 31, 2027
2.3 - Promotional Material Development - The hired graphic designed shall: take video/pictures of local landscapes, assets. This shall include 2-3 videos. - The video will be with companies, stakeholders, etc. This shall include 2-3 videos. Each video shall be 2-8 minutes in duration.	August 1, 2027 – January 31, 2028

- The Recipient shall ensure there is Digital/Print marketing material. This shall include: - Power point Pitch deck – 4-5 versions - One page marketing document - The above marketing material shall be showcased on the Invest in Sault Ste. Marie website. - The material will be distributed via email to prospective companies, stakeholders and partners per item 2.4	
2.4 - Reach Out - The Recipient shall reach out to companies, stakeholders, partners. - Companies shall be in specific industries and identified geographic regions. - Stakeholder reach out shall include Government agencies, Trade Commissioners, Global Affairs, Consulates. - Partners will include funding agencies like NOHFC, FedNor, Invest Ontario Invest in Canada. - The Recipient will expect to reach out to at least 150 key companies, stakeholders, and partners.	September 1, 2027 – March 31, 2028
2.5- Marketing Material Distribution - The Recipient shall distribute marketing material developed in 2.3. - The distribution shall be done via email. Consultants shall send out emails to companies per item 2.4.	September 1, 2027 – March 31, 2028
2.6.1 – Travel - Travel to Ontario Trade shows - attend trade shows or have booths - The Recipient will attend 3-5 trade shows	September 1, 2027 – March 31, 2028
2.6.2 – Travel - The Recipient will ensure that companies travel to Sault Ste Marie to meet with City officials, potential partners, funding agencies and to visit potential site locations.	September 1, 2027 – March 31, 2028
2.6.3 – Travel - The Recipient shall travel to international markets or outside Ontario. - The Recipient will attend 3-5 trips to these destinations.	September 1, 2027 – March 31, 2028

Performance Metrics:

In carrying out the Project, The Corporation of the City of Sault Ste. Marie will use the following performance measures to assess its success in meeting the Project objectives:
The baseline data should come from the Recipient's data at the time the TPA is executed (at the start of the project). The final data should be collected at project completion and be representative of the project's final numbers (at the time of the Final Report)]

Performance Metric	**Description**	**Amount**
Baseline number of partnerships or collaborations supported	Report the baseline number of partnerships and/or collaborations supported as a result of the Project from Project Start Date up to and including the Project Completion Date (excludes U.S. partners).	0
Final Number of partnerships or collaborations supported	Report the number of partnerships and/or collaborations supported as a result of the Project (excludes U.S. partners) at the time of the Final Report. • Businesses supported can include businesses that were actively engaged with or businesses with signed development agreements.	To Be Reported
Baseline Number of Ontario businesses supported	Report the number of Ontario businesses supported as a result of the Project at the Project Start Date. • Businesses supported can include businesses that were actively engaged with or businesses with signed development agreements.	0
Final Number of Ontario businesses Supported	Report the number of Ontario businesses supported as a result of this Project at the Project Completion Date.	To Be Reported

Performance Metric	Description	Amount
Jobs Supported		
Jobs Created	Report the final number of jobs created as a result of the Project, from Project Start Date up to and including the Project Completion Date	To Be Reported
Jobs Retained	Report the final number of jobs retained as a result of this project, from Project Start Date up to and including the Project Completion Date	To Be Reported
Jobs predicted over next 5 years (since Project Completion date)	If applicable, please provide the predicted/forecasted number of jobs created over the next 5 years. For instance, the forecasted numbers can be based of the following: • Planned jobs based off agreements • Forecasted jobs based off studies Include source for this information (i.e., consultant project done in 2025).	To Be Reported
Export/Trade Partnerships		
# of New International (non-US) Export Markets Supported	Report the number of occasions new international (non-US) export markets were supported through this Project.	To Be Reported

	e.g. A business was supported in accessing the German and French market – would be counted as 2 new export markets supported.	
# of New Domestic (Provincial/Territorial) Markets Supported	Report the number of occasions new Canadian (Provincial/Territorial) markets were supported through this Project. e.g. A business expanded into Alberta and Quebec – would be counted as 2 new markets supported.	To Be Reported
Supply Chain Diversification & Ontario-Based Production		
# of Ontario Supply Chains Supported	Report the total number of Ontario supply chains that have been newly established, expanded, or diversified as a direct result of this Project. e.g. Linking 3 Ontario mining operators with local processors, and EV manufacturers - would be counted as 3 supply chains.	To Be Reported
# of New Ontario-Based Sourcing from U.S. dependencies	Report the number of occasions Ontario-based sourcing was used that was previously sourced from the U.S. e.g. Industrial cleaning solvents previously sourced from a	To Be Reported

	Michigan supplier were replaced with a Mississauga-based manufacturer-counted as 1 occasion.	
Investment Attracted		
Investment Attracted (Public, private, and other sources), if applicable	The total value of new financial commitments (public or private) secured as a result of the TICP-supported Project, could include: • government investment (includes non-repayable contributions from municipal, provincial or federal government sources) • private investment • capital investment • foreign direct investment • dollar value of construction contracts	To Be Reported

SCHEDULE D
SOURCES OF FINANCING, ELIGIBLE COSTS and PROJECT BUDGET

Stacking funds with other provincial programs or projects for the performance of the Project is not permitted. The Recipient may stack funds from other government sources (e.g., federal funding programs) for the performance of the Project provided that the total amount of provincial and other government funding received shall not exceed 100% of the Eligible Costs.

Sources of Financing:

Source	Type of Financing (Loan/Grant/Other – Please specify below	Amount	% Total Eligible Cost
TICP Support	Grant	$500,000	**90.91%**
Recipient internal sources e.g., cash on hand and/or future cashflow	Funds from Economic Development Corporation	$50,000	**9.09%**
Bank	N/A	$X	**%**
Other Government funding	N/A	$X	**%**
Other Funding Sources	N/A	$X	**%**

Eligible Costs

Eligible Costs mean those costs, net of applicable HST, which are directly attributable to, and necessary for, the completion of the Project and are not wholly or partially for another purpose. Eligible Costs are incurred and paid for by the Recipient from the Project Start Date up to and including the Project Completion Date. Any costs for which the Recipient is eligible to receive a rebate, credit or refund are not Eligible Costs.

The Province has the unequivocal right to deny any expenditure that it deems ineligible.

The Province reserves the right to request additional supporting documentation and information regarding all expenditures.

The Province will only recognize Eligible Costs incurred after the Project Start Date.

Eligible Costs

One-time costs and those directly related to the management and delivery of the project including:

- Salaries, benefits, and consultant/contractor fees directly related to the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project.
- Marketing
    - promotional material
    - events
    - the ministry will support the development of marketing material but not platform media buys associated with the acquisition of paid media space and paid advertising time (unless approved by the ministry).
- Travel expenses
    - travel within the Province of Ontario directly related to the operation of the program(s)/initiative(s).
    - travel expenses must be modest and appropriate, and strike a balance among economy, health & safety, and efficiency of operations and incurred in accordance with the [Broader Public Sector Expenses Directive].
    - in no event will Ontario pay for travel expenses that exceed the rates set out in the Ontario's [Travel, Meal and Hospitality Expenses Directive].
- Audit expenses
    - costs related to delivering the project/initiative(s).
- Training of new or existing staff that are reasonable and necessary to carry out the project.

- Coordination, development and delivery of training programs to support the project (excluding costs supported by another ministry program).
- Delivery of events related to the project, including presentations and consultation materials, showcasing of local suppliers, business workshops, sector or regional supply chain needs/opportunity analysis, follow up outreach, networking opportunities, and trade shows.
- Other one-time costs that, in the opinion of the Province, are considered necessary for the successful implementation of the project/initiative(s) and have been approved in writing prior to being incurred.

Ineligible Costs

In general, Ineligible Costs include (but are not limited to):

- Costs covered by other provincial government funding sources or fully funded by federal government funding sources.
- The cost of preparing the grant application.
- Costs not directly associated with meeting project milestones and deliverables.
- Ongoing operating expenses.
- Capital costs (for example, purchasing equipment or furniture).
- The acquisition of paid media space and paid advertising time for advertisements that promote the Recipient or project (unless approved by the ministry).
- Direct financial support to an individual.
- Public or private infrastructure.
- Downtown revitalization and tourism promotion costs.
- Entertainment expenses and alcoholic beverages.
- Expenses associated with lobbying or government relations activities.
- Costs associated with travel, activities or operations performed outside of Ontario.
- Legal, accounting and consulting fees in connection with financial reorganization, security issues, capital stock issues, obtaining of patents and licenses and prosecution of claims against Ontario.
- Federal and provincial income taxes, excess profit taxes or surtaxes and any special expenses incurred in relation to taxes.
- Costs, including taxes, for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- Fines and penalties.
- Donations in the form of goodwill and other intangibles (such as intellectual property, including licenses and patents).
- Opportunity costs.
- Standard discounts.
- Interest charges.
- Allowance for interest on invested capital, bonds, debentures, bank or other loan together with related bond discounts and finance chargers.

- Losses on investments, bad debts and related collection expenses.
- Losses on other projects or contracts.
- Amortization of unrealized appreciation of assets.
- Depreciation of assets paid for by Ontario.
- Expenses and depreciation of excess facilities.
- Any costs incurred in the U.S. or for U.S. based businesses[1].
- Any costs as determined by the Province from time to time in its' sole discretion.

Eligible costs are cash outlays, net of all applicable harmonized sales tax (HST), which must be documented through invoices, receipts or Recipient records acceptable to Ontario. These are subject to verification by an independent auditor. The Recipient must maintain evidence of payment for audit purposes.

[1] "**U.S. business**" means a supplier, manufacturer, or distributor of any business structure (includes a sole proprietorship, partnership, corporation, or other business structure) that has its headquarters or main office located in the U.S. and has fewer than 250 full-time employees in Ontario at the time of the applicable procurement process.

If a bidder or vendor is a subsidiary of another corporation, part 1 of the definition above is met if that bidder or vendor is controlled by a corporation that has its headquarters or main office located in the U.S.

Table D-1

Budget – Funding Year 1

Item	Description	Projected
Q1 Funding Year 1 April 1, 2026 – June 30, 2026		
Salaries and Benefits	Directly related to the management and delivery of the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project.	$0
Consultant/Contractors Fees	Directly related to the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project. See TICP guidelines for ineligible expenses	$0
Marketing	Promotional material, events. Note: The Ministry will support the development of marketing material but not platform media buys associated with the acquisition of paid media space and paid advertising time (unless approved by the Ministry)	$0
Travel Expenses	Travel within the Province of Ontario directly related to the operation of the program(s)/initiative(s). Travel expenses must be modest and appropriate, and strike a balance among economy, health and safety,	$0

	and efficiency of operations and incurred in accordance with the Broader Public Sector Expenses Directive. In no event will Ontario pay for travel expenses that exceed the rates set out in Ontario's Travel, Meal and Hospitality Expenses Directive.	
Audit Expenses	Costs related to delivering the project/initiative(s)	$0
Training	Training of new or existing staff that are reasonable and necessary to carry out the project.	$0
Events	Delivery of events related to the project, including presentations and consultation materials, showcasing of local suppliers, business workshops, sector or regional supply chain needs/opportunity analysis, follow up outreach, networking opportunities, and trade shows.	$0
Other	Other one-time costs that, in the opinion of the Province, are considered necessary for the successful implementation of the project/initiative(s) and have been approved in writing prior to being incurred.	$0
Q1 Funding Year 1 Total Eligible Costs		**$0**

Table D-2

Budget – Funding Year 1

Item	Description	Projected
Q2-Q4 Funding Year 1 July 1, 2026 – March 31, 2027		
Salaries and Benefits	Directly related to the management and delivery of the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project.	$0
Consultant/Contractors Fees	Directly related to the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project. See TICP guidelines for ineligible expenses	$100,000
Marketing	Promotional material, events. Note: The Ministry will support the development of marketing material but not platform media buys associated with the acquisition of paid media space and paid advertising time (unless approved by the Ministry)	$50,000
Travel Expenses	Travel within the Province of Ontario directly related to the operation of the program(s)/initiative(s). Travel expenses must be modest and appropriate, and strike a balance among economy, health and safety, and efficiency of operations and incurred in accordance	$0

	with the Broader Public Sector Expenses Directive. In no event will Ontario pay for travel expenses that exceed the rates set out in Ontario's Travel, Meal and Hospitality Expenses Directive.	
Audit Expenses	Costs related to delivering the project/initiative(s)	$0
Training	Training of new or existing staff that are reasonable and necessary to carry out the project.	$0
Events	Delivery of events related to the project, including presentations and consultation materials, showcasing of local suppliers, business workshops, sector or regional supply chain needs/opportunity analysis, follow up outreach, networking opportunities, and trade shows.	$0
Other	Other one-time costs that, in the opinion of the Province, are considered necessary for the successful implementation of the project/initiative(s) and have been approved in writing prior to being incurred.	$0
Q2-Q4 Funding Year 1 Total Eligible Costs		**$150,000**

Table D-3

Eligible Costs – Funding Year 2

Item	Description	Projected
Funding Year 2 April 1, 2027 to March 31, 2028		
Salaries and Benefits	Directly related to the management and delivery of the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project.	$0
Consultant/Contractors Fees	Directly related to the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project. See TICP guidelines for ineligible expenses	$250,000
Marketing	Promotional material, events. Note: The Ministry will support the development of marketing material but not platform media buys associated with the acquisition of paid media space and paid advertising time (unless approved by the Ministry)	$25,000
Travel Expenses	Travel within the Province of Ontario directly related to the operation of the program(s)/initiative(s). Travel expenses must be modest and appropriate, and strike a balance among economy, health and safety,	$50,000

	and efficiency of operations and incurred in accordance with the Broader Public Sector Expenses Directive. In no event will Ontario pay for travel expenses that exceed the rates set out in Ontario's Travel, Meal and Hospitality Expenses Directive.	
Audit Expenses	Costs related to delivering the project/initiative(s)	$0
Training	Training of new or existing staff that are reasonable and necessary to carry out the project.	$0
Events	Delivery of events related to the project, including presentations and consultation materials, showcasing of local suppliers, business workshops, sector or regional supply chain needs/opportunity analysis, follow up outreach, networking opportunities, and trade shows.	$25,000
Other	Other one-time costs that, in the opinion of the Province, are considered necessary for the successful implementation of the project/initiative(s) and have been approved in writing prior to being incurred.	$0
Funding Year 2 Total Eligible Costs		**$350,000**

Note: Recipient must incur and have paid 100% of total Eligible Costs as of the Final Report Period End Date.

Table D4

Project Budget (Eligible and Ineligible Costs)

Sum of Table D-1, D-2,and Table D-3, plus ineligible costs

Total Eligible Costs		
Total Salaries and Benefits	Directly related to the management and delivery of the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project.	$0
Total Consultant/Contractors Fees	Directly related to the project only. Including but not limited to specialized expertise to facilitate trade shows, forums and workshops, software or web design, conduct needs analysis, investment attraction studies, market analysis, feasibility assessments, and due diligence related to the project. See TICP guidelines for ineligible expenses	$350,000.00
Total Marketing	Promotional material, events. Note: The Ministry will support the development of marketing material but not platform media buys associated with the acquisition of paid media space and paid advertising time (unless approved by the Ministry)	$75,000.00
Total Travel Expenses	Travel within the Province of Ontario directly related to the operation of the program(s)/initiative(s). Travel expenses must be modest and appropriate, and strike a balance among economy, health and safety,	$50,000.00

	and efficiency of operations and incurred in accordance with the Broader Public Sector Expenses Directive. In no event will Ontario pay for travel expenses that exceed the rates set out in Ontario's Travel, Meal and Hospitality Expenses Directive.	
Total Audit Expenses	Costs related to delivering the project/initiative(s)	$0
Total Training	Training of new or existing staff that are reasonable and necessary to carry out the project.	$0
Total Events	Delivery of events related to the project, including presentations and consultation materials, showcasing of local suppliers, business workshops, sector or regional supply chain needs/opportunity analysis, follow up outreach, networking opportunities, and trade shows.	$25,000.00
Total Other	Other one-time costs that, in the opinion of the Province, are considered necessary for the successful implementation of the project/initiative(s) and have been approved in writing prior to being incurred.	$0
Total Eligible Costs (A)		**$500,000**
Total Ineligible Costs		
Total Ineligible Costs (B) Travel to international markets or outside Ontario		**$50,000**
Total Project Expenses		
Total Project Expenses (A + B)		**$550,000**

Project Budget:

Ontario Harmonized Sales Tax (“HST”) are ineligible costs. A full list of Eligible and Ineligible Costs can be found above.

SCHEDULE E
PAYMENT PLAN

Project Payment Plan:

MAXIMUM FUNDS: Up to $500,000		
PAYMENT DATE OR MILESTONE	**AMOUNT DISBURSED**	**TOTAL DISBURSED**
Payment 1: Payment will be issued after April 1, 2027 subject to: • Receipt and approval by the Province of the Interim Report described in Schedule “F” of the Agreement.	**Up to $150,000**	**Up to $150,000**
Payment 2: Payment will be issued after April 1, 2028 subject to: • Receipt and approval by the Province of the Final Report as described in Schedule “F”; and • Receipt and approval by the Province of audited financial statements for Funding Year 1	**Up to $300,000**	**Up to $450,000**
Payment 3: Completion Payment	**Up to $50,000**	**Up to $500,000**

Payment will be issued after October 1, 2028 subject to: • Receipt and approval by the Province of the Post-Project Report as described in Schedule “F”; and • Receipt and approval by the Province of audited financial statements for Funding Year 2	**10% of total grant**	
Total Amount	**$500,000**	

SCHEDULE F
REPORTS AND REQUESTS FOR DISBURSEMENT

The Corporation of the City of Sault Ste. Marie will submit reports as follows:

Report Type	Report Period Start Date	Report Period End Date	Due Date
Initial	April 1, 2026	June 30, 2026	July 31, 2026
Interim	April 1, 2026	March 31, 2027	April 30, 2027
Final	April 1, 2027	March 31, 2028	April 30, 2028
Audited financial statements for Funding Year 1	April 1, 2026	March 31, 2027	July 31, 2027
Audited financial statements for Funding Year 2	April 1, 2027	April 1, 2028	July 31, 2028
Post-Project	April 1, 2028	September 1, 2028	October 1, 2028

Important Note – the Initial, Interim, and Final Reports, including the required receipts/proof of payment, will be submitted electronically via the Transfer Payment Ontario (TPON) system. The submission versions – i.e. the actual versions of the documents completed by the Recipient – are provided within TPON as dynamic (fillable) .pdf files.

PART I

INITIAL REPORT

TO: His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade

RE: Transfer Payment Agreement effective as of April 1, 2026 between His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade and the undersigned (the "**Agreement**")

Except as otherwise defined herein, all capitalized terms shall have the respective meanings given to them in the Agreement.

1. The Recipient hereby represents, warrants and certifies to the Province that, as at the date hereof:

   (a) each of the representations and warranties of the Recipient contained in the Agreement are true and correct;

   (b) no Event of Default or event that, with the passage of time or the giving of notice, could constitute an Event of Default has occurred;

   (c) the Recipient has sufficient funds (including the Funds) to complete the Project by the Project Completion Date;

   (d) each Initial report requirement has been duly completed;

   (e) attached hereto as Appendix I is a true and accurate summary of Eligible Costs which have been incurred and paid for by the Recipient from and including the Project Start Date to but excluding the Initial Report Period End Date and attached to such Appendix are true and complete copies of invoices and/or receipts for each of such costs. The aggregate amount of such costs is $■; and

   (f) attached hereto as Appendix II is the Initial Report on the Project contemplated by Section A7.2, which report is true, accurate and complete.

2. The Recipient hereby acknowledges that the Province is relying on the representations, warranties and covenants contained herein.

IN WITNESS WHEREOF the undersigned has executed this Initial Report the _____day of_____l 20_____

.

The Corporation of the City of Sault Ste. Marie

By:_____

Name:
Title:

APPENDIX I TO INITIAL REPORT

SCHEDULE OF ELIGIBLE COSTS INCURRED AND PAID

Recipient Name**: The Corporation of the City of Sault Ste. Marie**
PART A - Period: April 1, 2026 to June 30, 2026

Eligible Cost Category	**Project Component** *(list Project components here)*	**Eligible Costs Claimed This Period**
Total Salaries and Benefits	**[insert/delete rows as appropriate/necessary]**	
	Subtotal	**$**
Total Consultant		
	Subtotal	**$**
Total Marketing		
	Subtotal	**$**
Total Travel Expenses		
	Subtotal:	**$**
Total Audit Expenses		
	Subtotal:	**$**
Total Training		
	Subtotal:	**$**
Total Events		
	Subtotal:	**$**
Total Other		

	Subtotal:	**$**
Total Eligible Costs claimed this period:		**$**

Note: Recipient to attach true and complete copies of invoices and/or receipts, collated in accordance with the headings in the above table, in support of paid Eligible Costs, and to retain original invoices and records to support such costs, which are subject to audit by the Province.

Budget Status: Section A4.3 of the Agreement requires that the Recipient spend the Funds only in accordance with the Budget (outlined in Schedule D). Any amounts in excess of any Eligible Cost Category in the Budget may not be Eligible Costs in the sole discretion of the Province. Please provide an explanation of any variance for the greater of $500 or 10% in any category of Eligible Costs.

Budget Status

Provide a budget report detailing the Project's original budget, and actual Eligible Costs. Explain any variance for the greater of $500 or 10% in any category of Eligible Costs under 'Comments'.

	Original Project Budget **Q1 Funding Year 1**	**Actual Eligible Costs** **Q1 Funding Year 1**	**Variance** **$**	**%**	**Comments** ***(Explain variances for the greater of $500 or 10%)***
ELIGIBLE COSTS					
Salaries and Benefits					

Consultant					
Marketing					
Travel					
Audit					
Training					
Events					
Other					
TOTAL					

APPENDIX II TO INITIAL REPORT

INITIAL REPORT

Initial Milestone Status:

Qualitative Status Report – Update on Project Impact and Benefits

Please describe the project's progress so far in terms of achieving the objectives of the TICP funding program. In addition, comment on how the Project is tracking towards achieving the milestones listed in the Interim report.

PART II

INTERIM REPORT AND REQUEST FOR DISBURSEMENT

TO: His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade

RE: Transfer Payment Agreement effective as of April 1, 2026 between His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade and the undersigned (the "**Agreement**")

Except as otherwise defined herein, all capitalized terms shall have the respective meanings given to them in the Agreement.

1. The Recipient hereby represents, warrants and certifies to the Province that, as at the date hereof:

   (a) each of the representations and warranties of the Recipient contained in the Agreement are true and correct;

   (b) no Event of Default or event that, with the passage of time or the giving of notice, could constitute an Event of Default has occurred;

   (c) the Recipient has sufficient funds (including the Funds) to complete the Project by the Project Completion Date;

   (d) each Interim Milestone has been duly completed;

   (e) attached hereto as Appendix I is a true and accurate summary of Eligible Costs which have been incurred and paid for by the Recipient from and including the Project Start Date to but excluding the Interim Report Period End Date and attached to such Appendix are true and complete copies of invoices and/or receipts for each of such costs. The aggregate amount of such costs is $■; and

   (f) attached hereto as Appendix II is the Interim Report on the Project contemplated by Section A7.2, which report is true, accurate and complete.

2. The Recipient hereby requests that the Province provide Funds in the amount of $■ which is the actual amount of Eligible Costs set out above in item 1(f) of this

Interim Report and Request for Disbursement made pursuant to Schedule “E” of the Agreement

3. The Recipient hereby represents, warrants and covenants to the Province that any Funds provided pursuant to the request above will be used in accordance with the Agreement.

4. The Recipient hereby acknowledges that the Province is relying on the representations, warranties and covenants contained herein.

IN WITNESS WHEREOF the undersigned has executed this Interim Report and Request for Disbursement the ____day of _____ 20____.

The Corporation of the City of Sault Ste. Marie

By:_____

Name:
Title:

APPENDIX I TO INTERIM REPORT AND REQUEST FOR DISBURSEMENT

SCHEDULE OF ELIGIBLE COSTS INCURRED AND PAID

Recipient Name**: The Corporation of the City of Sault Ste. Marie**
PART A - Period: April 1, 2026 to June 30, 2026

Eligible Cost Category	**Project Component** *(list Project components here)*	**Eligible Costs Claimed This Period**
Total Salaries and Benefits	**[insert/delete rows as appropriate/necessary]**	
	Subtotal	**$**
Total Consultant		
	Subtotal	**$**
Total Marketing		
	Subtotal	**$**
Total Travel Expenses		
	Subtotal:	**$**
Total Audit Expenses		
	Subtotal:	**$**
Total Training		
	Subtotal:	**$**
Total Events		
	Subtotal:	**$**
Total Other		

	Subtotal:	**$**
Total Eligible Costs claimed this period:		**$**

Recipient Name**:** The **Corporation of the City of Sault Ste. Marie**
PART B - Period: July 1, 2026 to March 31, 2027

Eligible Cost Category	**Project Component** *(list Project components here)*	**Eligible Costs Claimed This Period**
Total Salaries and Benefits		
	Subtotal	**$**
Total Consultant		
	Subtotal	**$**
Total Marketing		
	Subtotal	**$**
Total Travel Expenses		
	Subtotal:	**$**
Total Audit Expenses		
	Subtotal:	**$**
Total Training		
	Subtotal:	**$**
Total Events		
	Subtotal:	**$**
Total Other		

	Subtotal:	**$**
Total Eligible Costs claimed this period:		**$**

Note: Recipient to attach true and complete copies of invoices and/or receipts, collated in accordance with the headings in the above table, in support of paid Eligible Costs, and to retain original invoices and records to support such costs, which are subject to audit by the Province.

Budget Status: Section A4.3 of the Agreement requires that the Recipient spend the Funds only in accordance with the Budget (outlined in Schedule D). Any amounts in excess of any Eligible Cost Category in the Budget may not be Eligible Costs in the sole discretion of the Province. Please provide an explanation of any variance for the greater of $500 or 10% in any category of Eligible Costs.

Budget Status

Provide a budget report detailing the Project's original budget, and actual Eligible Costs. Explain any variance for the greater of $500 or 10% in any category of Eligible Costs under 'Comments'.

	Original Project Budget **Q1 Funding Year 1**	**Actual Eligible Costs** **Q1 Funding Year 1**	**Variance** **$**	**%**	**Comments** ***(Explain variances for the greater of $500 or 10%)***
ELIGIBLE COSTS					

Salaries and Benefits					
Consultant					
Marketing					
Travel					
Audit					
Training					
Events					
Other					
TOTAL					

	Original Project Budget Q2-Q4 Funding Year 1	Actual Eligible Costs Q2-Q4 Funding Year 1	Variance $	 %	Comments *(Explain variances for the greater of $500 or 10%)*
ELIGIBLE COSTS					
Salaries and Benefits					
Consultant					
Marketing					
Travel					
Audit					
Training					
Events					
Other					
TOTAL					

APPENDIX II TO INTERIM REPORT AND REQUEST FOR DISBURSEMENT

INTERIM REPORT

Interim Milestone Status:

Provide a status report with respect to progress to date on the Interim Milestones.

Explain any actual or anticipated delays with respect to milestone completion under "Comments" and provide a revised expected completion date, if necessary.

Interim Milestones	Deliverables	Revised Expected Completion Date (if necessary)	% Complete	Comments	Actual Completion Date
1.1.1 - Request For Proposal - Asset mapping/Investment attraction studies - The Recipient shall put out an RFP for consultants to perform asset mapping/investment attraction study					

- The Recipient shall select 1 consultant to perform this function					
1.1.2 - Asset Mapping/Investment Attraction Studies 3. The Recipient shall ensure that the consultant performs asset mapping and investment attraction studies 4. The Recipient shall ensure that the consultant completes the Asset Mapping, including: Identifying and documenting key resources and competitive					

advantages within strategic sectors. Investment Attraction Studies: Evaluating key international and inter-provincial markets to leverage the City's competitive positioning.					
1.2.1 - Request For Proposal - Market and Partner Identification/ Trade Show Facilitation - The Recipient shall ensure that the consultants perform this function - The Recipient shall select 1 consultant to perform this function. The					

Recipient shall assess the consultant based on their track record of performing business development activities for FDI initiatives. Also, the Recipient shall assess which markets/countries that they have experience and contacts in to ensure they align with the countries that the Recipient hopes to target.					

Qualitative Status Report – Update on Project Impact and Benefits

Please describe the project's success so far in terms of achieving the objectives of the TICP funding program. Please include specific program outcomes (e.g., building economic resilience by strengthening competitiveness and building local opportunities for economic growth; supporting supply-chain diversification by supporting Ontario's strategic priority sectors and their supply chains; and/or increasing trade partnerships by increasing export and investment to reduce reliance on U.S. markets). In addition, comment on how the Project is tracking towards achieving the performance metrics listed in Schedule C.

PART II

FINAL REPORT AND REQUEST FOR DISBURSEMENT

TO: His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade

RE: Transfer Payment Agreement effective as of April 1, 2026 between His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade and the undersigned (the "**Agreement**")

Except as otherwise defined herein, all capitalized terms shall have the respective meanings given to them in the Agreement.

1. The Recipient hereby represents, warrants and certifies to the Province that, as at the date hereof:

   (a) each of the representations and warranties of the Recipient contained in the Agreement are true and correct;

   (b) no Event of Default or event that, with the passage of time or the giving of notice, could constitute an Event of Default has occurred;

   (c) the Recipient completed the Project on or before the Project Completion Date;

   (d) each Final Milestone has been duly completed and all performance metrics have been tracked for reporting purposes;

   (e) **[Note: if applicable]** from and including the Interim Report Due Date to but excluding the date of this Final Report and Request for Disbursement, interest in the amount of $■ has been earned on the Funds;

   (f) attached hereto as Appendix I is a true and accurate summary of Eligible Costs which have been incurred and paid for by the Recipient from and including the Interim Report Period End Date to the Project Completion Date and attached to such Appendix are true and complete copies of invoices and/or receipts for each of such costs. The aggregate amount of such costs is $■; and

   (g) attached hereto as Appendix II is the Final Report on the Project contemplated by Section A7.2, which report is true, accurate and complete.

2. The Recipient hereby requests that the Province provide Funds in the amount of $■ which is the actual amount of Eligible Costs set out above in item 1(f) of this Final Report and Request for Disbursement less Payment 1 made pursuant to the Schedule "E" of the Agreement,

3. The Recipient acknowledges that, pursuant to Section A4.5(a) of the Agreement, the Province shall deduct $■, being the amount referred to above in item 1(e) of this Final Report and Request for Disbursement, from such advance, for a net payment of $■.

4. The Recipient acknowledges that the Province shall deduct the amount of $■ representing the difference between the funds disbursed by the Province and the Eligible costs reported in the audited financial statements for Funding Year 1.

5. The Recipient hereby represents, warrants and covenants to the Province that any Funds provided pursuant to the request above will be used in accordance with the Agreement.

6. The Recipient hereby acknowledges that the Province is relying on the representations, warranties and covenants contained herein.

IN WITNESS WHEREOF the undersigned has executed this Final Report and Request for Disbursement the _____ day of _____, 20____.

The Corporation of the City of Sault Ste. Marie

By:_____

Name:

Title:

APPENDIX I TO FINAL REPORT AND REQUEST FOR DISBURSEMENT
SCHEDULE OF ELIGIBLE COSTS INCURRED AND PAID

Recipient Name**: The Corporation of the City of Sault Ste. Marie**
Period: Funding Year 2 April 1, 2027 to March 31, 2028

Eligible Cost Category	**Project Component** *(list Project components here)*	**Eligible Costs Claimed This Period**
Total Salaries and Benefits	**[insert/delete rows as appropriate/necessary]**	
	Subtotal	**$**
Total Consultant/Contractor Fees		
	Subtotal	**$**
Total Marketing		
	Subtotal	**$**
Total Travel Expenses		
	Subtotal:	**$**
Total Audit Expenses		
	Subtotal:	**$**
Total Training		
	Subtotal:	**$**
Total Events		
	Subtotal:	**$**
Total Other		

	Subtotal:	**$**
Total Eligible Costs claimed this period:		**$**

Note: Recipient to attach true and complete copies of invoices and/or receipts, collated in accordance with the headings in the above table, in support of paid Eligible Costs, and to retain original invoices and records to support such costs, which are subject to audit by the Province.

Budget Status: Section A4.3 of the Agreement requires that the Recipient spend the Funds only in accordance with the Budget (outlined in Schedule D). Any amounts in excess of any Eligible Cost Category in the Budget may not be Eligible Costs in the sole discretion of the Province. Please provide an explanation for any variance greater than $500 or 10% in any category of Eligible Costs.

Budget Status

Provide a budget report detailing the Project's original budget, and actual Eligible Costs. Explain any variance greater than $500 or 10% in any category of Eligible Costs under 'Comments'.

	Original Project Budget **Funding Year 2**	**Actual Eligible Costs** **Funding Year 2**	**Variance** **$**	**%**	**Comments** ***(Explain variances for the greater of $500 or 10%)***
ELIGIBLE COSTS					
Salaries and Benefits					

Consultant					
Marketing					
Travel					
Audit					
Training					
Events					
Other					
TOTAL					

APPENDIX II TO FINAL REPORT AND REQUEST FOR DISBURSEMENT
FINAL REPORT

Project Milestone Status:

Provide a status report with respect to the achievement of the Final Milestones. Explain any actual or anticipated delays with respect to milestone completion under “Comments”.

Project Milestones	Deliverables	Expected Completion Date	% Complete	Comments	Actual Completion Date
2.1 - Market and Partner Identification/ Trade Show Facilitation - The Recipient shall reach out to stakeholders, companies, partners - The Recipient with support of the consultant shall assess various trade shows to attend in Ontario - The Recipient shall assess which					

trade shows to set up booths in Ontario - The Recipient shall attend 2-5 trade shows in Ontario. The trade shows shall be in priority sectors like advanced manufacturing, forestry, mining, aerospace/defence or others.					
2.2 - Request for Proposal - Promotional Material Development - The Recipient shall ensure that the consultants perform this function – this includes video, digital and print materials					

2.3 - Promotional Material Development - The hired graphic designed shall: take video/pictures of local landscapes, assets. This shall include 2-3 videos. - The video will be with companies, stakeholders, etc. This shall include 2-3 videos. Each video shall be 2-8 minutes in duration. - The Recipient shall ensure there is Digital/Print marketing material. This shall include: - Power point Pitch					

deck – 4-5 versions - One page marketing document - The above marketing material shall be showcased on the Invest in Sault Ste. Marie website. - The material will be distributed via email to prospective companies, stakeholders and partners per item 2.4					
2.4 - Reach Out - The Recipient shall reach out to companies, stakeholders, partners. - Companies shall be in specific industries and					

identified geographic regions. - Stakeholder reach out shall include Government agencies, Trade Commissioners, Global Affairs, Consulates. - Partners will include funding agencies like NOHFC, FedNor, Invest Ontario Invest in Canada. - The Recipient will expect to reach out to at least 150 key companies, stakeholders, and partners.					
2.5 - Marketing Material Distribution - The Recipient shall					

distribute marketing material developed in2.3. - The distribution shall be done via email. Consultants shall send out emails to companies per item 2.4.					
2.6.1 – Travel - Travel to Ontario Trade shows - attend trade shows or have booths - The Recipient will attend 3-5 trade shows					
2.6.2 – Travel - The Recipient will ensure that companies travel to Sault Ste Marie to					

meet with City officials, potential partners, funding agencies and to visit potential site locations.					
2.6.2 – Travel - The Recipient shall travel to international markets or outside Ontario. - The Recipient will attend 3-5 trips to these destinations.					

Performance Metrics

Please complete the Performance Metrics section below.

The baseline data comes from the Recipient's data at the time the TPA was executed (at the start of the project). The baseline data would have already been completed in Schedule C, please use the same data.

The final data should be collected at project completion and be representative of the project's final numbers (at the time of the Final Report)

Performance Metric	Description	Amount
Baseline number of partnerships or collaborations supported	Report the baseline number of partnerships and/or collaborations supported as a result of this Project at Project Start Date (excludes U.S. partners).	**0**
Final Number of partnerships or collaborations supported	Report the number of partnerships and/or collaborations supported as a result of this Project (excludes U.S. partners) at the time of the Final Report. • Businesses supported can include businesses that were actively engaged with or businesses with signed development agreements.	To Be Reported
Baseline Number of Ontario businesses supported	Report the number of Ontario businesses supported as a result of this Project at the Project Start Date. • Businesses supported can include businesses that were actively engaged with or businesses with signed development agreements.	**0**
Final Number of Ontario businesses Supported	Report the number of Ontario businesses supported as a result of this Project at the Project Completion Date.	To Be Reported

Performance Metric	Description	Amount

Jobs Supported		
Jobs Created	Report the final number of jobs created as a result of this Project, from the Project Start Date up to and including the Project Completion Date	To Be Reported
Jobs Retained	Report the final number of jobs retained as a result of this Project, from the Project Start Date up to the Project Completion Date.	To Be Reported
Jobs predicted over next 5 years (since Project Completion date)	If applicable, please provide the predicted/forecasted number of jobs created over the next 5 years. For instance, the forecasted numbers can be based of the following: • Planned jobs based off agreements • Forecasted jobs based off studies Include source for this information (i.e., consultant project done in 2025).	To Be Reported
Export/Trade Partnerships		
# of New International (non-US) Export Markets Supported	Report the number of occasions new international (non-US) export markets were supported through this project. e.g. A business was supported in accessing the German and French market – would be	To Be Reported

	counted as 2 new export markets supported.	
# of New Domestic (Provincial/Territorial) Markets Supported	Report the number of occasions new Canadian (Provincial/Territorial) markets were supported through this project. e.g. A business expanded into Alberta and Quebec – would be counted as 2 new markets supported.	To Be Reported
Supply Chain Diversification & Ontario-Based Production		
# of Ontario Supply Chains Supported	Report the total number of Ontario supply chains that have been newly established, expanded, or diversified as a direct result of this project. e.g. Linking 3 Ontario mining operators with local processors, and EV manufacturers - would be counted as 3 supply chains.	To Be Reported
# of New Ontario-Based Sourcing from U.S. dependencies	Report the number of occasions Ontario-based sourcing was used that was previously sourced from the U.S. e.g. Industrial cleaning solvents previously sourced from a Michigan supplier were replaced with a Mississauga-based	To Be Reported

	manufacturer-counted as 1 occasion.	
Investment Attracted		
Investment Attracted (Public, private, and other sources), if applicable	The total value of new financial commitments (public or private) secured as a result of the TICP-supported project, could include: • government investment (includes non-repayable contributions from municipal, provincial or federal government sources) • private investment • capital investment • foreign direct investment • dollar value of construction contracts	To Be Reported

PART III
POST-PROJECT REPORT AND REQUEST FOR DISBURSEMENT

TO: His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade

RE: TICP Transfer Payment Agreement effective as of April 1, 2026 between His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade and the undersigned (the "**Agreement**")

Except as otherwise defined herein, all capitalized terms shall have the respective meanings given to them in the Agreement.

1. The Recipient hereby represents, warrants and covenants that all information provided by the Recipient in the Appendix I (post-Project report) as required by Section A7.2(a)(i) and Schedule "F" is true, accurate and complete.

2. The Recipient hereby requests that the Province provide Funds in the amount of $■ which amount is 10% of the Maximum Funds and such amount, together with all other Funds provided to the Recipient pursuant to the Agreement and interest earned thereon, shall not exceed the amount of the Maximum Funds.

3. The Recipient acknowledges that the Province shall deduct the amount of $■ representing the difference between the funds disbursed by the Province and the Eligible Costs reported in the audited financial statements for Funding Year 2.

4. The Recipient hereby acknowledges that the Province is relying on the representations, warranties and covenants contained herein.

IN WITNESS WHEREOF the undersigned has executed this post-Project report the l day of l 20ll.

The Corporation of the City of Sault Ste. Marie

By:_____

Name:

Title:I have authority to bind the Recipient.

APPENDIX I - POST-PROJECT REPORT

Project Name: Foreign Direct Investing (FDI) Accessing World Markets Recipient Name: The Corporation of the City of Sault Ste. Marie

Project Completion Date: March 31, 2028

Post-Project Report Due Date: October 1, 2028

As of Post-Project Completion Date, please provide the following updates:

Comments on Project Impact and Benefits

How has the Project impacted the Province of Ontario and/or achieved the objectives of the TICP funding program? Please include specific program outcomes (e.g., building economic resilience by strengthening competitiveness and building local opportunities for economic growth; supporting supply-chain diversification by supporting Ontario's strategic priority sectors and their supply chains; and/or increasing trade partnerships by increasing export and investment to reduce reliance on U.S. markets)**. Note:** for the purposes of this report, the Recipient may at their discretion develop and utilize a user-experience survey.

*The feedback provided by the Recipient will be used to inform future policy and program development.

The Completion Payment will be disbursed once the Post-Project report is submitted subject to the satisfaction of the Province. It must demonstrate achieving the TICP objectives and specific program outcomes. If required, the Recipient shall work with Ontario to promptly revise and resubmit this report to Ontario's satisfaction.

SCHEDULE “G”

DELIVERY PARTNERS

Name of Delivery Partner	Location of Partner	Type of Organization	Role/Contribution Description
Consultant [Organization TBD]	TBD	Consulting Firm	Consultant support for asset mapping and investment attraction study, amongst other project support.

SCHEDULE "H"

WRITTEN ASSURANCE

WRITTEN ASSURANCE BY RECIPIENT

TO: His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade

RE: Transfer Payment Agreement effective as of April 1, 2026 between His Majesty the King in Right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade and the undersigned (the "**Agreement**")

Except as otherwise defined herein, all capitalized terms shall have the respective meanings given to them in the Agreement.

The Recipient hereby represents, warrants and certifies to the Province that, as at the date hereof the Recipient shall be accountable for the actions of [insert name of Delivery Partner] (the "**Delivery Partner**") and that the Recipient shall be liable to the Province or any third-party for any losses arising from the Delivery Partner's [Delivery Partners'] non-compliance with the Agreement, including any failure to meet the Project milestones. For greater certainty, the Recipient acknowledges and agrees that it shall be fully responsible for completing any outstanding Project milestones that its Delivery Partner [Delivery Partners] fails to fulfill to the satisfaction of the Province.

IN WITNESS WHEREOF the undersigned has executed this Written Assurance the ___day of _____ 20__.

The Corporation of the City of Sault Ste. Marie

By:_____

Name:
Title:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-59

AGREEMENT: A by-law to approve the standard form of a Window Display Agreement, to further delegate to the Director of Community Development, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **FORM OF AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form Window Display Agreement as set out in Schedule “A” hereto.

2. **WINDOW DISPLAY AGREEMENT POWERS DELEGATED**

   (i) The Council hereby delegates to the Director of Community Development, their delegate, signing authority to execute the Window Display Agreement substantially in the form of Schedule “A” on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

   (ii) The Director of Community Development or their delegate is further authorized to make minor variations from this standard form agreement to suit the particular needs of the display(s) or property owner.

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 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

sd \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-59 Windowshops Delegated Authority - CSD.docx

This Property Owner Permission Agreement For Public Art Installation (“Agreement”) is authorized by By-law 2026-59 and made on the day of , 2026 (the “Effective Date”).

The Corporation of the City of Sault Ste. Marie
(hereinafter referred to as the "City"); and

[Property Owner's Name],
having authority over the property located at:
[Property Address]
(hereinafter referred to as the "Property Owner").

1. Purpose. The Property Owner grants the City permission to install a window display as described in Schedule “A” (the "Window Display") on the Property.

2. Permission Granted. The Property Owner hereby authorizes the City, its representatives, contractors, and artists (the "Authorized Parties") to access the Property for the purpose of installing a Window Display. This access includes but is not limited to preparatory site visits, installation, and other related activities.

3. Term. This Agreement shall remain in effect in perpetuity, commencing on the Effective Date, or until terminated upon 14 days’ notice by either party. Notwithstanding the above, this Agreement may not be terminated within four months of the Effective Date.

4. Ownership and Maintenance. The Property Owner shall not obtain any rights in ownership of the Window Display. The Property Owner shall have no responsibility for the maintenance, upkeep, or deinstallation of the Window Display unless separately agreed in writing.

5. Licensing and Reproduction Rights. The Property Owner acknowledges that this Agreement does not transfer any rights to licensing and reproduction related to the Window Display. Further, this Agreement does not transfer or assign any intellectual property rights in the Window Display, which shall remain with the original creator(s) unless otherwise specified in a separate agreement.

6. No Financial Compensation. The Property Owner acknowledges that no financial compensation or remuneration shall be provided in exchange for granting this permission. In lieu of compensation, the Property Owner, should they want, will receive a non-monetary benefit in the form of a promotional graphic incorporated into the installation, advertising the availability of the property for lease.

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7. Liability. The City agrees to conduct all activities related to the installation or deinstallation in a safe and professional manner. The City shall only be responsible for any damage or injury directly caused by its installation or deinstallation activities, excluding ordinary wear and tear or acts of nature.

8. Notices. Any notices required under this Agreement shall be in writing and delivered to the addresses provided below.

9. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements related to the subject matter herein.

10. Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

11. Interpretation. Headings used in this Agreement are for reference purposes only and shall not affect the interpretation or construction of the Agreement. This Agreement shall be construed as though jointly drafted by both parties, and no provision shall be interpreted against any party on the basis that such party was responsible for drafting the Agreement.

12. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. No Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

15. No Amendment. This Agreement may not be amended, modified, or supplemented except by a written document signed by both parties.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signed copy delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

[signature page follows.]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ___ day of _____.

[Property Owner Name]

Per: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

As authorized by By-law 2026-59

SCHEDULE “A”

DESCRIPTION OF APPROVED ‘WINDOW DISPLAY’

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-60

AGREEMENT: A by-law to authorize the execution of the Fifth Extension Agreement between the City and Superior Osteo Postural Clinic Inc. to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2027 with the option to extend.

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 Fifth Extension Agreement dated May 4, 2026, between the City and Superior Osteo Postural Clinic Inc., a copy of which is attached as Schedule "A" hereto. This Fifth Extension Agreement is to extend the current lease at the John Rhodes Community Centre for one year to May 5, 2027 with the option to extend.

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 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

ep \\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-60 Superior Osteo Postural Clinic Inc. Fifth Amending Lease Agreement 2026.docx

Schedule “A”

FIFTH EXTENSION AGREEMENT

THIS AGREEMENT made this 4th day of May, 2026.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the “City”)

OF THE FIRST PART

-and-

SUPERIOR OSTEO POSTURAL CLINIC INC.

(“Superior”)

OF THE SECOND PART

WHEREAS the City and Superior Sports Training Inc. entered into a Lease Agreement made the 6th day of May, 2019 for the use of space in the John Rhodes Community Centre located at 260-280 Elizabeth Street, Sault Ste. Marie, Ontario, under the terms and conditions of the said Lease Agreement appended as Schedule “A” to this Agreement;

AND WHEREAS the term of the Lease Agreement is for a period of 3 years commencing May 6, 2019 and terminating May 5, 2022, with the option to extend as set out in Section 6.9 of the Lease Agreement as follows:

> “Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of extending the Term, on a year-to-year basis at the agreed upon rent, as is negotiated between the Parties (the “Extended Term”).
>
> Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension.”

AND WHEREAS Superior Sports Training Inc. changed its name from Superior Sports Training Inc. to Superior Osteo Postural Clinic Inc. effective December 16, 2021;

AND WHEREAS pursuant to section 7.4 of the Lease Agreement, the Lease Agreement is binding upon any successors, assigns and other legal representatives as the case may be, and is therefore binding on Superior effective December 16, 2021;

AND WHEREAS Superior exercised its option to extend the Term for a period of one year in accordance with the Lease Agreement and therefore the City and Superior entered into an Amending and Extension Agreement dated the 11th day of April 2022 to address the extension of the Lease Agreement and successor rights to Superior;

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Second Extension Agreement dated the 1st day of May, 2023 which extended the term for a further period of one year, commencing May 6, 2023 and ending on May 5, 2024 (the "Second Extended Term").

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Third Extension Agreement dated the 8th day of April, 2024 which extended the term for a further period of one year, commencing May 6, 2024 and ending on May 5, 2025 (the "Third Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement;

AND WHEREAS Superior thereafter exercised its option to extend the Term for a further period of one year in accordance with the Lease Agreement, and the City and Superior entered into a Fourth Extension Agreement dated the 24th day of March, 2025 which extended the term for a further period of one year, commencing May 6, 2025 and ending on May 5, 2026 (the "Fourth Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement;

AND WHEREAS the City and Superior desire to entered into a Fifth Extension Agreement dated May, 4 2026 which extended the term for a further period of 1 year, commencing May 6, 2026 and ending on May 5, 2029 (the "Fifth Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement;

NOW THEREFORE in consideration of the rents, covenants and agreements 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:

1. EXTENSION TERM

The Lease Agreement shall be extended for a period of one year, commencing May 6, 2026 and ending on May 5, 2027 (the "Fifth Extended Term") with the continuing option to extend as set out in Section 6.9 of the original Lease Agreement.

2. RENT

The parties hereto acknowledge and agree that the Rent payable pursuant to Section 3.2 of the original Lease Agreement shall be amended for the Fifth Extended Terms as follows:

I. Annual Rent for the Fifth Extended Term shall be calculated at a rate of $8.14 per square foot plus calculated 2% CPI inflation adjustment for the rent portion on the contract, plus HST, calculated as follows:

   887 square feet X $8.30 (Rent plus 2% CPI) = $7,362.10 + $957.07 (HST) = $8,319.17/year.

   Rent shall be payable in equal monthly installments in the amount of $613.51 plus HST on or before the first day of each month in the Fifth Extended Term.

II. The annual inflation adjustment shall be the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) 12-month % change with the reference period of January current year to January previous year.

3. MISCELLANEOUS

The parties hereto acknowledge and agree that the remaining terms and conditions of the Lease Agreement shall remain in place and in full force and effect during the Fifth Extended Term commencing May 6, 2026 and ending on May 5, 2027.

IN WITNESS WHEREOF the parties hereto have signed this Fifth Extension Agreement this 4th day of May, 2026.

SUPERIOR OSTEO POSTURAL CLINIC INC.

PER:

_____

Name:
Authorized Representative for Superior Osteo Postural Clinic Inc.
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

PER:

_____

MAYOR – MATTHEW SHOEMAKER

PER:

_____

DEPUTY CITY CLERK – MADISON ZUPPA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-61

(QUADRICYCLES): A by-law to regulate and permit the operation of large quadricycles (Pedal Pubs) with optional alcohol consumption within the municipality of Sault Ste. Marie.

WHEREAS subsection 8(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25 authorizes a municipality to pass by-laws respecting matters within its spheres of jurisdiction, including highways, transportation systems, business licensing, and the economic, social and environmental well-being of the municipality;

AND WHEREAS subsection 9(1) of the *Municipal Act*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS section 10(2) of the *Municipal Act*, authorizes a municipality to pass by-laws respecting, among other matters, highways, parking and traffic on highways, public assets, economic development, and the health, safety and well-being of persons;

AND WHEREAS without limiting sections 9 and 10 of the *Municipal Act*, section 23.1 of the *Municipal Act* authorizes a municipality to delegate its authority under the *Municipal Act* or any other Act to a person;

AND WHEREAS section 151 of the *Municipal Act*, authorizes a municipality to license, regulate and govern any business wholly or partly carried on within the municipality;

AND WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8 governs the use of vehicles on highways in Ontario, and Ontario Regulation 411/22 (Pilot Project – Large Quadricycles) establishes a pilot project permitting the operation of large quadricycles on highways subject to specified conditions;

AND WHEREAS Ontario Regulation 411/22 authorizes participating municipalities to permit the use of large quadricycles within their boundaries, subject to municipal by-laws, routes, and conditions approved municipal council;

AND WHEREAS the *Liquor Licence and Control Act*, 2019, S.O. 2019, c. 15, Sched. 22 and the Alcohol and Gaming Commission of Ontario (AGCO) provide a licensing framework for the sale and service of liquor, including liquor sales licences associated with large quadricycles where permitted by municipal council;

AND WHEREAS Council of the Corporation of the City of Sault Ste. Marie, by resolution dated July 14, 2025, resolved to participate in the Large Quadricycle Pilot Program established under Ontario Regulation 411/22, subject to local regulation, public safety requirements, and operational controls;

AND WHEREAS Council is satisfied that permitting large quadricycles on designated routes in the downtown core, subject to strict conditions, enhances tourism, supports local businesses, and contributes to the vibrancy of the municipality while maintaining public safety;

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie enacts as follows:

PART I – DEFINITIONS AND INTERPRETATIONS

1. Definitions

In this By-law:

(a) "AGCO" means the Alcohol and Gaming Commission of Ontario;

(b) "Attendant" means the secondary employee required under Ontario Regulation Ontario Regulation 746/21 (Licensing) under the *Liquor Licence and Control Act*, 2019, if alcohol is being consumed and/or served on the Large Quadricycle.

(c) "By-law" means this Large Quadricycle (Pedal Pub) By-law, as amended from time to time;

(d) "City" means the geographical boundary that makes up the City of Sault Ste. Marie.

(e) "Clerk" means the Clerk of the Corporation of the City of Sault Ste. Marie or their designate;

(f) "Council" means the Council of the Corporation of the City of Sault Ste. Marie;

(g) "Deputy CAO – Public Works & Engineering Services" or "DCAO – PW & ES" means the Deputy CAO – Public Works & Engineering Services of the Corporation of the City of Sault Ste. Marie or their designate;

(h) "Designated Route" means a highway or portion of a highway approved by Council for the operation of large quadricycles, as amended at time by the DCAO of Public Works or their designate during construction, which may include alternative routes made up of laneways or other sections of highway;

(i) "Highway" has the same meaning as in the *Highway Traffic Act*;

(j) “Large Quadricycle” means a large quadricycle as defined in Ontario Regulation 411/22, commonly known as a pedal pub;

(k) “Licensee” means a person, corporation, and operator licensed by the Clerk under this By-law to operate a Large Quadricycle;

(l) “Operator” means the individual who has care, charge or control of a Large Quadricycle at any given time;

(m) “Pilot Program” means the Large Quadricycle Pilot Project established by Ontario Regulation 411/22;

(n) “Service of Liquor” has the same meaning as in the *Liquor Licence and Control Act*, 2019.

2. Application

This By-law applies to:

(a) All Large Quadricycles that operate on highways forming part of the Designated Route approved by Council, whether alcohol is served or consumed; and

(b) All owners, operators, licensees, and passengers of such Large Quadricycles.

(c) The operation of any Large Quadricycle within the City.

3. Interpretation

(a) References to legislation include amendments and successor legislation.

(b) Headings are for convenience only and do not form part of this By-law.

PART II – PARTICIPATION IN PILOT PROGRAM

4. Council of The Corporation of the City of Sault Ste. Marie hereby elects to participate in the Large Quadricycle Pilot Program established under Ontario Regulation 411/22.

PART III – OPERATING CONDITIONS AND DESIGNATED ROUTES

5. No person shall operate a Large Quadricycle within the City except in accordance with:

(a) Ontario Regulation 411/22;

(b) this By-law; and

(c) any additional conditions imposed by Council or a delegated authority.

6. Large Quadricycles must only be operated on Designated Routes approved by Council forming part of a schedule to this By-law or as designated by the DCAO – PW & ES. A Highway not appearing on a Designated Route is hereby prohibited for the operation of Large Quadricycles.

7. No person shall operate a Large Quadricycle outside of the times, dates, and seasonal limitations listed in a schedule to this By-law.

8. Amendments to the Designated Route, times, dates, and seasonal limitations listed in a schedule to this By-law by the DCAO – PW & ES will be time-stamped and supplied to the applicable Licensee in written form.

9. The DCAO – PW & ES may temporarily suspend or revoke approval of any Designated Route for safety or operational reasons.

10. Within the schedules of this By-law, Council may:

(a) restrict days and hours of operation; and

(b) impose seasonal limitations;

PART IV – MUNICIPAL LICENSING

11. No person shall operate or permit the operation of a Large Quadricycle unless the person holds a valid municipal licence issued under this By-law.

12. Application for a licence shall include:

(a) proof of insurance as required under section 19 of this By-law;

(b) a list of specifications certifying that the Large Quadricycle conforms with all safety requirements and is in compliance with Ontario Regulation 411/22;

(c) If not already approved by Council and within a schedule of this By-law, an operating plan, including routes, hours, and staffing;

(d) a criminal record check for any Operator;

(e) proof of a valid liquor sales licence issued by the AGCO;

(f) payment of the applicable licence fee as set out under the City's User Fee By-law.

13. Upon satisfactory completion of the application, a licence may be issued by the Clerk to the Large Quadricycle business and any of its Operators.

14. The Clerk may only authorize up to three (3) Large Quadricycle business licences under this bylaw.

15. SUSPENSION OR REVOCATION

A licence may be suspended or revoked in accordance by the Clerk. All decisions of the Clerk in respect of this section of the By-law are final and binding.

1) Suspension or revocation of a licence may immediately occur for any life safety requirements, or with notice if administrative in nature. Suspension of revocation may occur, but is not limited to:

(a) The Large Quadricycle is in an unsafe, defective, or hazardous condition;

(b) The operation of the Large Quadricycle poses an immediate risk to passengers, pedestrians, or other road users;

(c) Required insurance coverage is not in force or is insufficient;

(d) There has been a collision, incident, or pattern of conduct indicating a risk to public safety;

(e) The Large Quadricycle is being operated in a manner that is dangerous, reckless, or contrary to applicable law;

(f) Any required safety equipment is missing, inoperable, or not being properly used; and

(g) any conviction of this by-law or provincial legislation.

PART V – LIQUOR SALES AND SERVICE

16. Council for The Corporation of the City of Sault Ste. Marie consents, for the purposes of the *Liquor Licence and Control Act*, 2019, to the issuance of liquor sales licences by the AGCO for Large Quadricycles operated in accordance with this By-law.

17. No liquor shall be sold or served on a Large Quadricycle unless:

(a) the Licensee holds a valid liquor sales licence issued by the AGCO;

(b) service of liquor complies with all provincial legislation and AGCO requirements, including but not limited to the presence of an operator and attendant; and

(c) alcohol consumption is restricted to passengers only, and not the Operator.

18. The Operator shall ensure:

(a) no intoxicated person is permitted to board or remain on the Large Quadricycle;

(b) that all alcohol containers and recyclable materials generated on a Large Quadricycle are collected and recycled or returned for deposit;

(c) that all waste and refuse be collected and disposed of within waste receptacles belonging to the Owner, not municipal receptacles;

(d) all staff engaged in liquor service are appropriately trained and certified;

(e) no disorderly conduct;

(f) no standing passengers while in motion;

(g) a slow-moving vehicle sign mounted to the rear of the large quadricycle;

(h) to keep a safe distance from pedestrians and other road users and shall yield to pedestrians

(i) maximum number of passengers does not exceed that prescribed in Ontario Regulation 411/22;

(j) that the Large Quadricycle is not operated at a speed greater than permitted under Ontario Regulation 411/22;

(k) noise levels emitted from the Large Quadricycle adhere to the City's Noise By-law;

(l) no obstruction of traffic lanes;

(m) to drive in the right-hand lane, when available for traffic, or as close as possible to the right-hand curb or edge of the roadway, unless preparing for a left turn at an intersection or onto a private road or driveway; and

(n) parking or staging only occurs in designated areas.

PART VI – INSURANCE AND INDEMNIFICATION

19. Every Licensee shall maintain comprehensive general liability insurance, including but not limited to covering bodily injury, liquor liability, property damage coverage shall be no less than $5,000,000 (five million dollars) naming 'The Corporation of the City of Sault Ste. Marie' as an additional insured.

20. Every Licensee shall indemnify and save harmless The Corporation of the City of Sault Ste. Marie, its officers, employees, and agents, from all claims arising from the operation of a Large Quadricycle and issuance of a licence by the Clerk.

PART VII – ENFORCEMENT AND PENALTIES

21. This By-law may be enforced by Municipal Law Enforcement Officers, Police, or any other person authorized by Council.

22. Every person who contravenes this By-law is guilty of an offence and, upon conviction, is liable to a penalty as provided under the *Provincial Offences Act*.

23. A Large Quadricycle placed, left, deposited, or stopped on City property in contravention of the provisions of this By-law may be impounded and the recovery costs borne solely by the Owner. Impoundment shall also occur for any unlicensed Large Quadricycle operated on a Highway within the City.

PART VIII – DELEGATION

24. In addition to the Clerk and DCAO – PW & ES designations herein, Council may delegate administrative authority under this By-law to a municipal officer or employee, including the approval of routes, licensing, and decisions regarding suspending and revoking any licence issued under this by-law.

PART IX – SEVERABILITY AND EFFECTIVE DATE

25. If any provision of this By-law is held to be invalid, the remaining provisions shall continue in full force and effect.

26. NOTICE TO MINISTER OF TRANSPORTATION

    Pursuant to Ontario Regulation 411/22, once this by-law is passed, the Clerk shall give notice of the by-law to the Minister of Transportation.

27. ANNUAL REPORTING UNDER THE PROVINCIAL PILOT

    So long as the Provincial Pilot requires, the DCAO – PW & ES shall, on or before March 1 of each year, report to the Ministry of Transportation in writing regarding any Large Quadricycle licensed under this By-law.

28. This By-law shall come into force and effect on the date of its passing and remain in effect for the duration of the approved 2-year municipal pilot and will expire on May 30, 2026, if not extended by Council.

29. The Licensing fees shall not be created or applied during the initial 2-year municipal pilot.

ENACTED AND PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

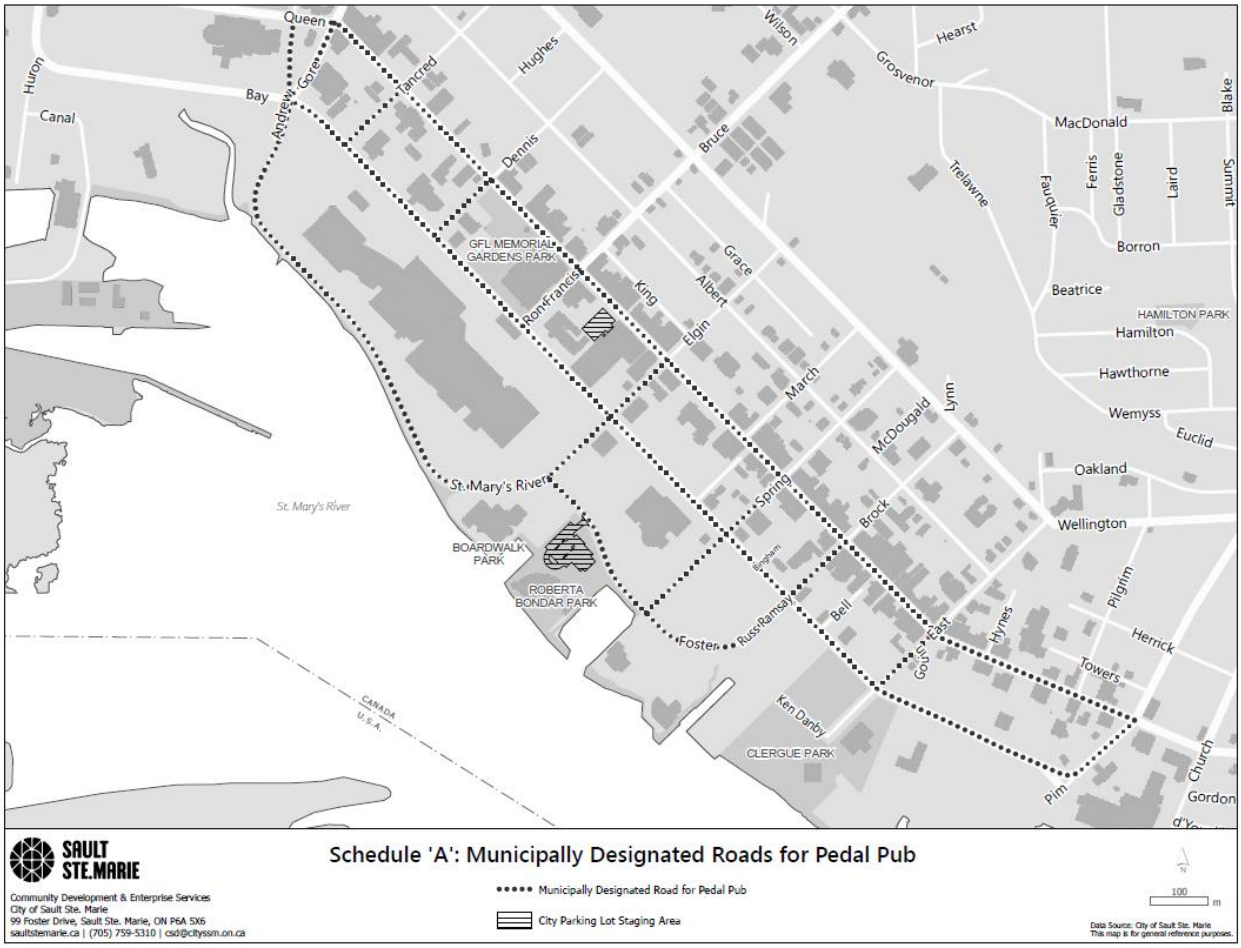
\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-61 Large Quadricycles (Pedal Pubs).docx

Schedule “A”

Operating conditions:

Days of operation; Tuesday - Sunday
Hours of operation; 10 am – 11 pm
Seasonal limitations; May 15 to October 15

Designated Route:



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-62

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-151 concerning lands located at 293 Bay Street, 129 Bay Street, and 0 Bay Street (Station Mall) (SM International Holdings Ltd.).

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:

WHEREAS By-law 2005-150 enacted as a comprehensive zoning by-law for the City of Sault Ste. Marie on October 26, 2005;

AND WHEREAS as a result of the passing of By-law 2005-150 certain special exceptions are brought forward as part of By-law 2005-151 have been determined to no longer be necessary;

NOW THEREFORE the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **SPECIAL EXCEPTION 89 – STATION MALL EXPANSION**

   Special Exception 89 (affecting the property shown on Schedule A) enacted by By-law 2005-151 is hereby repealed.

2. **SCHEDULE "A"**

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

3. **CERTIFICATE OF CONFORMITY**

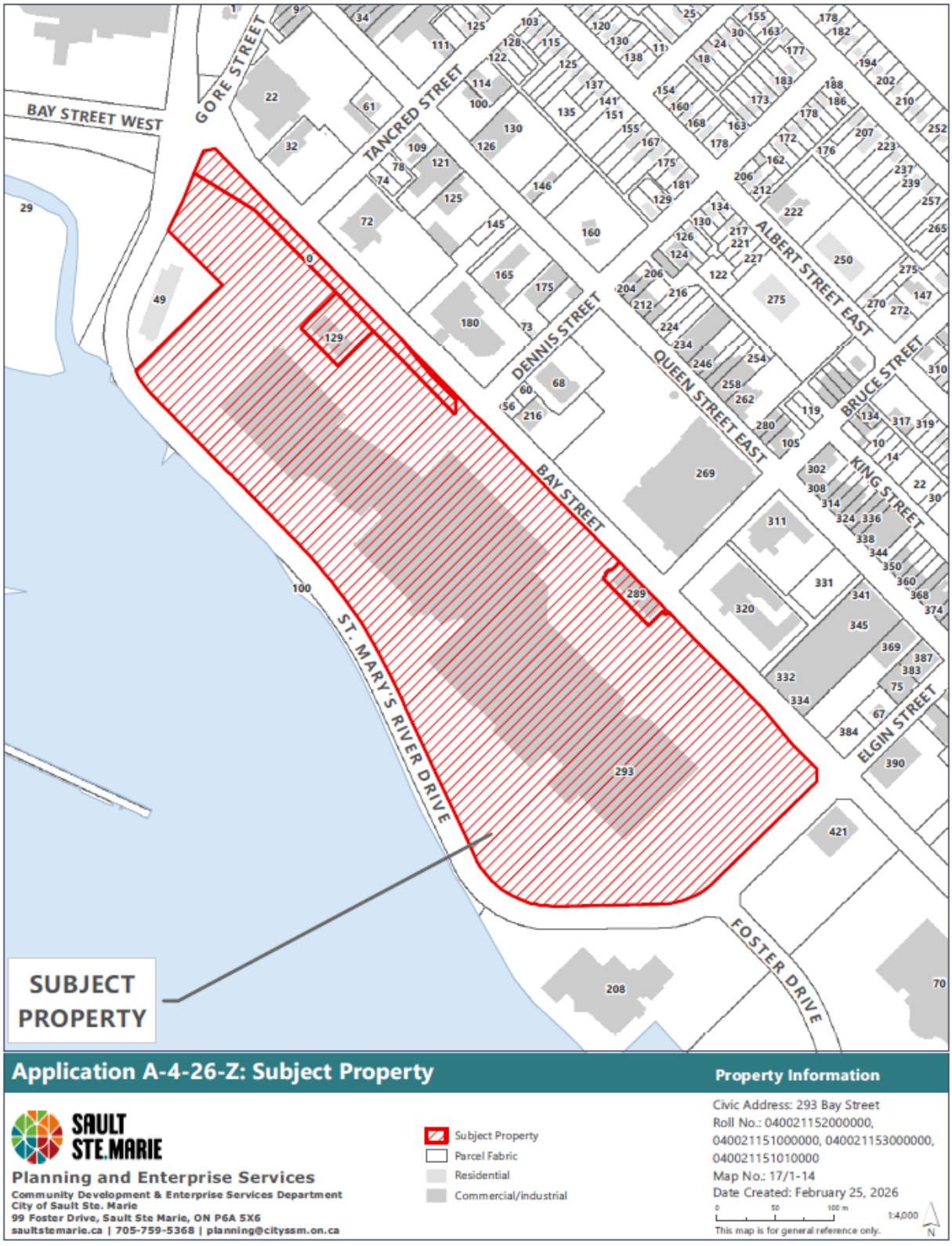
   It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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BAY STREET WEST
GORE STREET
TANCRED STREET
DENNIS STREET
ALBERT STREET EAST
QUEEN STREET EAST
BRUCE STREET
KING STREET
ELGIN STREET
BAY STREET
ST. MARY'S RIVER DRIVE
FOSTER DRIVE
SUBJECT PROPERTY
Application A-4-26-Z: Subject Property
Property Information
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
Subject Property
Parcel Fabric
Residential
Commercial/industrial
Civic Address: 293 Bay Street
Roll No.: 040021152000000, 040021151000000, 040021153000000, 040021151010000
Map No.: 17/1-14
Date Created: February 25, 2026
1:4,000
This map is for general reference only.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-63

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at Gateway Site (being 15, 29, 30 Bay Street West and 261 Queen Street West) (City) (1188004 Ontario Inc. – Tony Porco).

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. **GATEWAY SITE (BEING 15, 29, 30 BAY STREET WEST AND 261 QUEEN STREET WEST); CHANGE FROM C3.S-153 WITH A "SPECIAL EXCEPTION" TO C3.S-153 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 16/1-27/514 of Schedule "A" to By-law 2005-150, is changed from C3.S-153 (Riverfront) zone with a "Special Exception" to C3.S-153 (Riverfront) zone with an Amended "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 153 of By-law 2005-151 is amended by deleting special provision No. 1 in its entirety which is as follows:

   "1. Retail trade – is only permitted as an accessory use"

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.

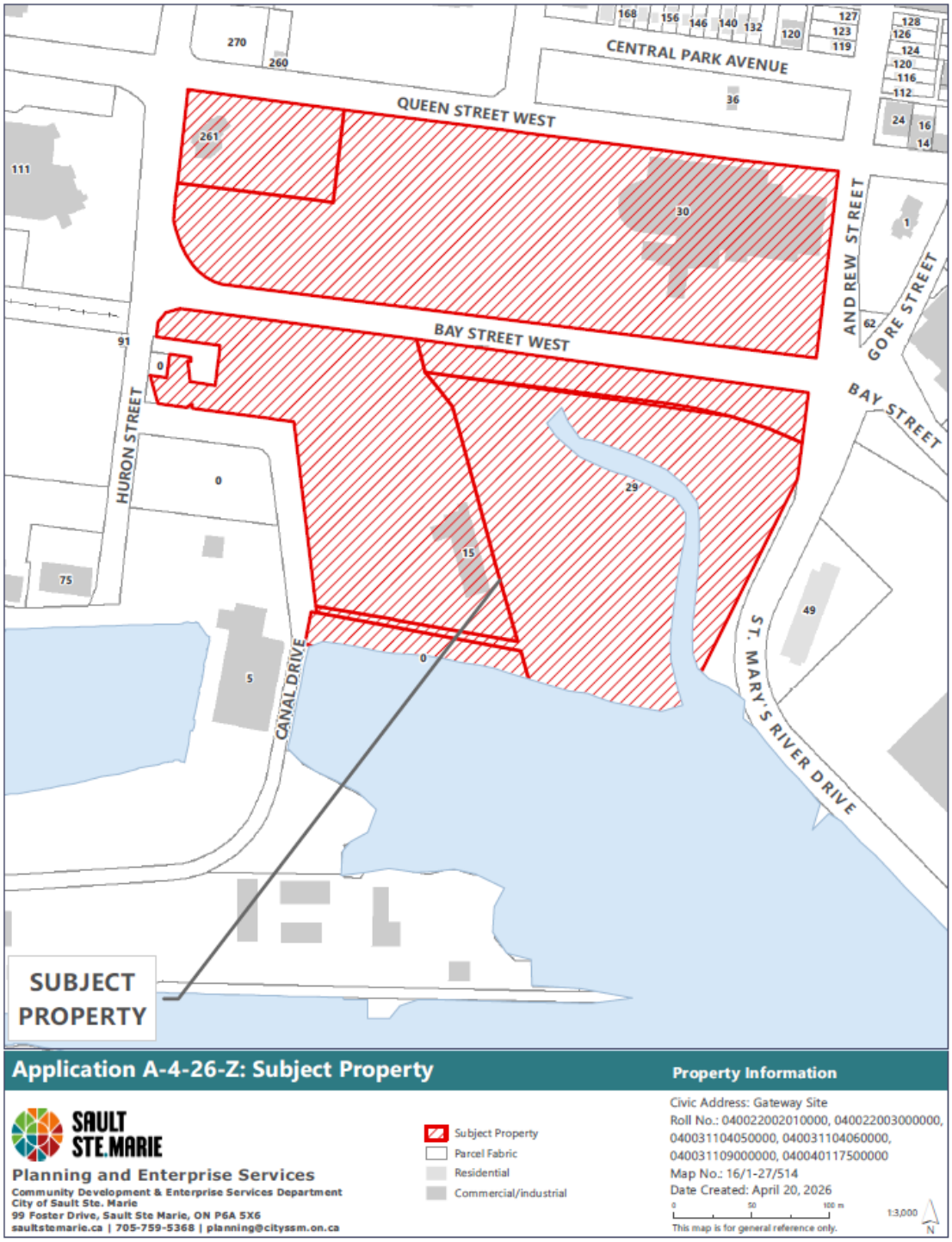
PASSED in Open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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SCHEDULE “A” TO BY-LAW 2026-63 AND
SCHEDULE 153 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-64

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property described as LT 11 RCP H653 KORAH; SAULT STE. MARIE; PIN 31567-0110(LT) (Part of Penno Road) (Hollingsworth Investments Limited).

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.

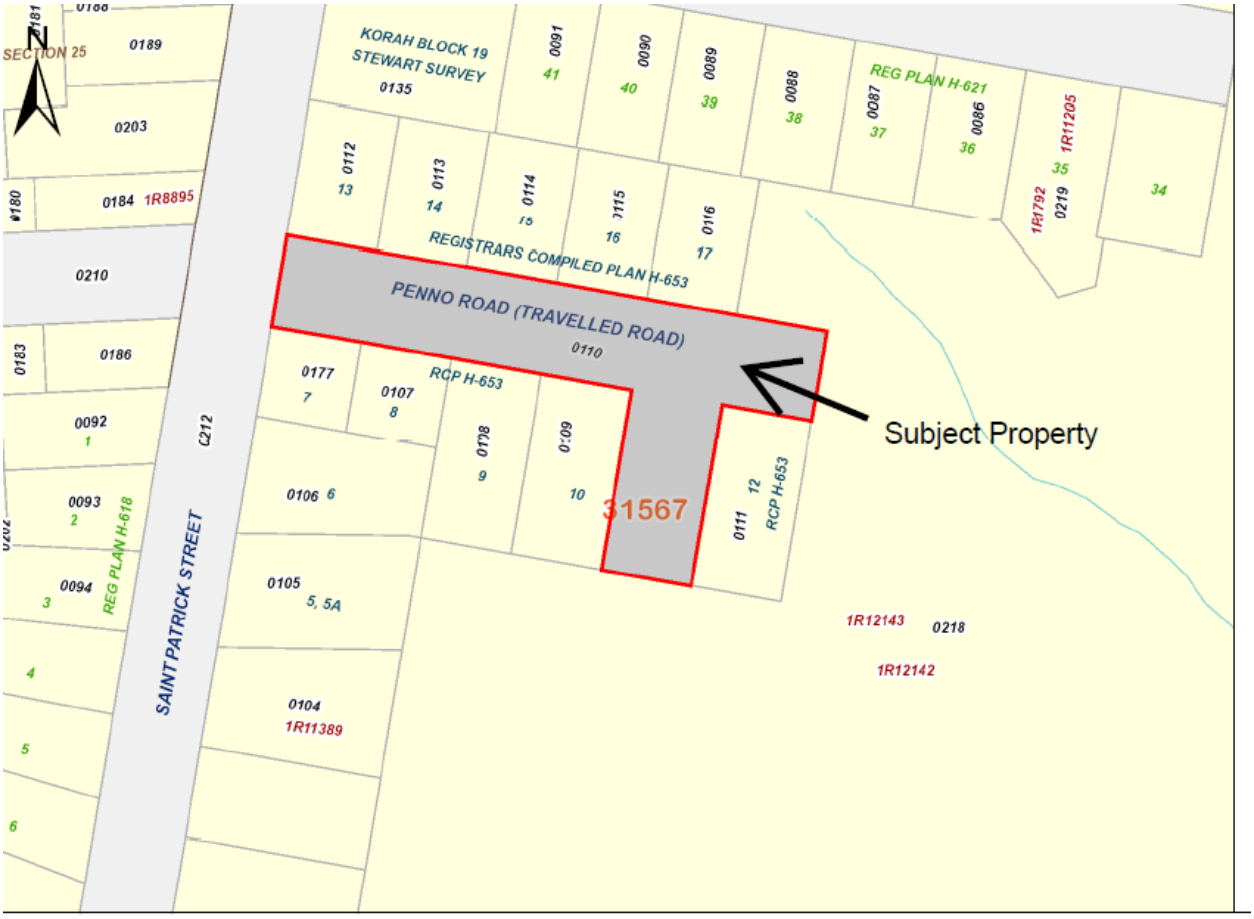
PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

SCHEDULE "A"

PURCHASER:	The Corporation of the City of Sault Ste. Marie
VENDOR:	Hollingsworth Investments Limited (or as otherwise directed)
ADDRESS:	Part of Penno Road
LEGAL DESCRIPTION:	PIN 31567-0110 (LT) LT 11 RCP H653 KORAH; SAULT STE. MARIE
CONSIDERATION:	One ($1.00) Dollar (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-66

STREET ASSUMPTION: A by-law to amend Schedule "A" to Street Assumption By-law 2026-5.

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

1. **BY-LAW 2026-5 AMENDED**

Schedule "A" to By-law 2026-5 is hereby amended by deleting the following:

"**3. SECOND LINE WEST**

PIN 31582-0034 (LT)
PT LT 30 PL 12898 KORAH PT 4 1R7754; SAULT STE. MARIE".

2. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

ep\\citydata\LegalDept\Legal\Staff\LEGAL\S\Street Assumptions - By-laws\2026\2026-5\2026-66 - Amend Street Assumption 2026-5.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-67

SUBDIVISION CONTROL: A by-law to deem not registered for purposes of subdivision control certain lots in the **Laura Wesley No. 2 Subdivision**, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the **Laura Wesley No. 2 Subdivision** was registered in the Land Titles Division on **September 22, 1945 as Plan 12898**; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the **Laura Wesley No. 2 Subdivision** as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF LAURA WESLEY NO. 2 SUBDIVISION DEEMED NOT REGISTERED**

   Part Lot 30 Plan 12898, Laura Wesley No. 2 Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act.* The said lots together are hereby designated an area of subdivision control.

2. **EXECUTION OF DOCUMENTS**

   The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EFFECTIVE DATE**

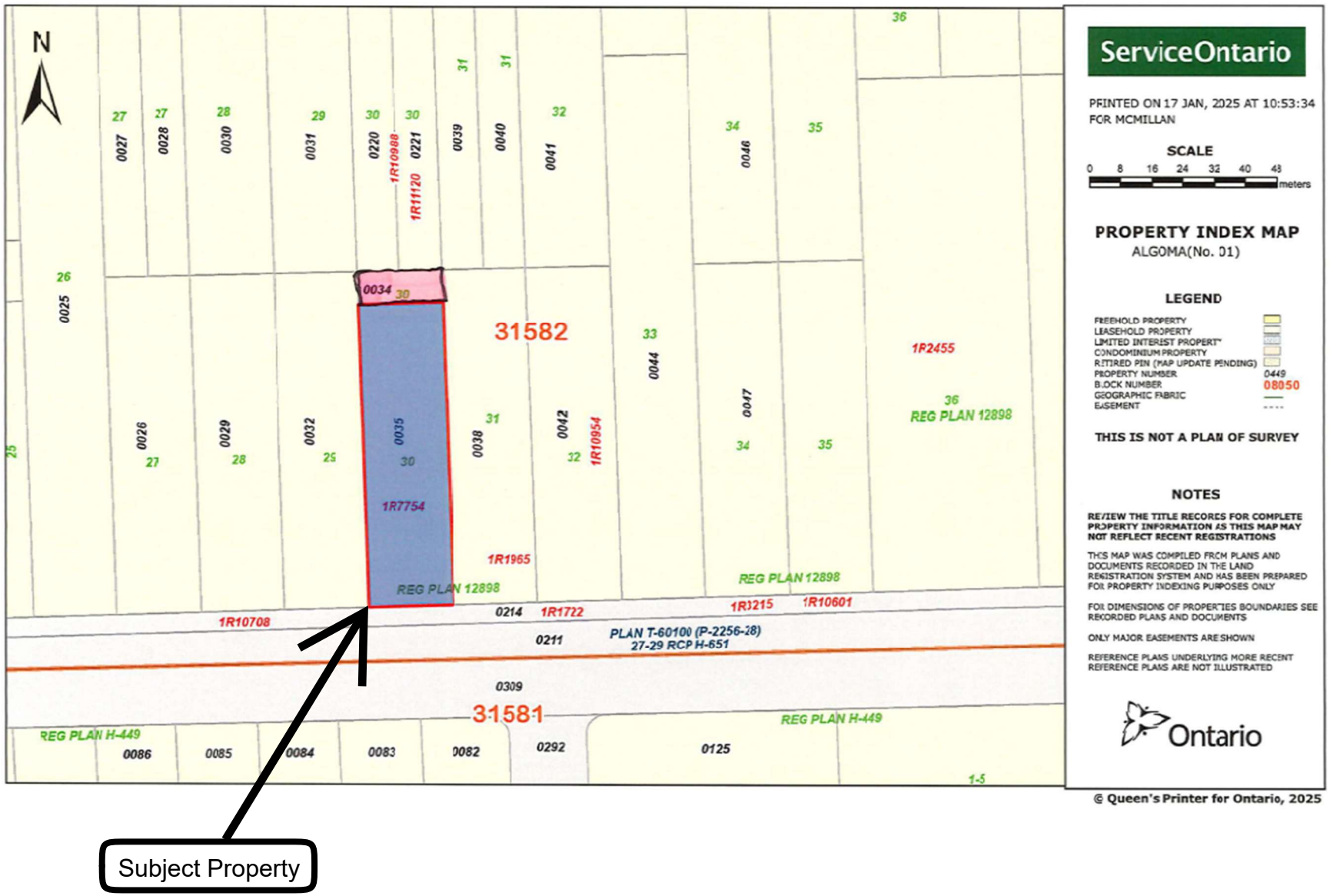
   This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

"THIS DRAWING DOES NOT FORM PART OF THE BY-LAW. IT IS FOR INFORMATION PURPOSES ONLY."



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-68

To Adopt Optional Tools for the Purposes of Administering Limits for the Industrial Property Classes.

WHEREAS the Corporation of The City of Sault Ste. Marie (hereinafter referred to as "the Municipality") may in accordance with s. 329.1 of the *Municipal Act, 2001,* S.0. 2001 c.25, as amended (hereinafter referred to as "the Act"), and *Ontario Regulation 73/03*, as made and amended under the Act, modify the provisions and limits set out in Part IX of the Act, with respect to the calculation of taxes for municipal and education purposes for properties in the Industrial Property Classes;

AND WHEREAS this By-Law shall only apply to properties in the Broad Industrial property classes to which Part IX of the Act applies;

AND WHEREAS for the purposes of this By-Law, all Industrial Property Classes are deemed to form single property tax classes;

AND WHEREAS "uncapped taxes" means the taxes for municipal and education purposes that would be levied for the taxation year but for the application of Part IX of the Act;

AND WHEREAS "capped taxes" means the taxes for municipal and education purposes that would be levied for the taxation year as a result of the application of Part IX of the Act;

AND WHEREAS Section 8.2 of Ontario Regulation 73/03 as amended provides that a municipality may pass a by-law providing that Part IX of the Municipal Act, 2001 (limitation on taxes for certain property classes), shall not apply to any property in the Industrial tax class if, in the previous taxation year, the taxes for each property in the Industrial tax class, as the case may be, were equal to the uncapped taxes for the property for the taxation year, as shown on the final tax bill for the taxation year, and a municipal council with tax policy responsibilities has adopted a by-law under this section that applies to the taxation year in which it is passed and to subsequent taxation years;

AND WHEREAS Council may pass a By-Law to apply any one or any combination of the following options to a Property Tax Class subject to Part IX of the Act:

a) Set the annual cap of the previous year's capped taxes at a maximum of 10% of the previous year's capped taxes; and/or,
b) Set an upper limit on annual increases at the greater of the amount calculated under (a) and up to 10% of the previous year's annualized CVA tax; and/or,
c) Establish a capping adjustment threshold of up to $500 for increasing properties, decreasing properties or both, whereby no capping adjustments less than the threshold amount would be applied; and/or,
d) Exempt properties from the capping calculation where the previous year's capped taxes for the property were equal to the uncapped taxes for that year; and/or,
e) Exempt properties from the capping calculation where the previous year's capped taxes were less than the previous year's CVA taxes, and the current year's capped taxes would otherwise be greater than the current years CVA taxes, or vice-versa.

f) Remove classes from the application of Part IX of the Act where all properties within a class were taxed at the uncapped tax level last year.

AND WHEREAS Council for the Municipality has this authority, and has reviewed the provisions of subsection 329.1 of the Act and the provisions of Ontario Regulation 73/03, and hereby deems it necessary and appropriate to continue to adopt optional tools for the purpose of administering limits for the Industrial property tax class;

AND WHEREAS Ontario Regulation 73/03, provides that a municipality may pass a by-law, to phase out the application of Part IX of the *Municipal Act, 2001* to any or all Property Tax Classes it applies to, providing that the amount of taxes for municipal and education purposes for the previous taxation year under subsection 329 (1) of the Act were equal to or greater than 50 per cent of the uncapped taxes for all properties in that Property Tax Class for the taxation year, as shown on the final tax bill for the taxation;

AND WHEREAS the application of Part IX of the Act resulted in no capped or clawed back properties in the Industrial Property Classes of the Corporation in 2026; meaning that all property taxes billed in the Industrial Property Class were equal to the uncapped taxes of each property;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE MARIE HEREBY ENACTS as follows:

1. **THAT** the Industrial Property Tax Class has entered the third year of phase-out from the application of Part IX of the Municipal Act;

2. **THAT** paragraphs 1, 2, and 3, of subsection 329.1 (1) of the Act shall apply to the Industrial Property Classes for the 2026 taxation year.

3. **AND THAT**
   (i) In determining the amount of taxes for municipal and education purposes for 2026 under s. 329(1) of the Act and the amount of the tenant's cap under s. 332(5) of the Act, the greater of the amounts determined under paragraphs a) and b) as set out below shall apply in determining the amount to be added under paragraph 2 of s. 329(1) of the Act, and the increasing amount under paragraph 2 of s. 332(5) of the Act:
      (a) The percentage set out in s. 329(1)2 of the Act and s. 332(5)2 of the Act shall be ten per cent (10%) for Industrial Property Classes, and
      (b) The amount of the uncapped taxes for the previous year multiplied by ten per cent (10%) for Industrial Property Classes;

   (ii) The amount of the taxes for municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for the year if the amount of the uncapped taxes exceeds the amount of the taxes for municipal and education purposes for the property for the taxation year as determined under s. 329 of the Act, as modified under s. 329.1 of the Act and this By-Law, by five hundred dollars ($500.00) or less for properties in the Industrial Classes.

   (iii) The amount of the taxes for Municipal and education purposes for a property for a taxation year shall be the amount of the uncapped taxes for the property for

the year if the amount of the taxes for Municipal and education purposes for the property for the taxation year as determined under s. 330 of the Act, as modified under section s. 329.1 of the Act and this By-Law exceed the uncapped taxes by five hundred dollars ($500.00) or less for properties in the Industrial Property Classes.

4. **AND THAT** paragraphs 1, 2, and 3, of s. 8.0.2 (2) of *Ontario Regulation 73/03* shall apply to the Industrial Property Classes for 2026.

5. **AND THAT** properties in the Industrial Property Classes that meet any of the following conditions shall be exempt from the capping calculations set out under Part IX of the Act for the 2026 taxation year:

   (i) The capped taxes for the property in the previous year were equal to its uncapped taxes for that year.

   (ii) The capped taxes for the property in the previous year were lower than the property's uncapped taxes for that year, and the current year's capped taxes would be higher than the current year's uncapped taxes if Part IX were applied.

   (iii) The capped taxes for the property in the previous year were higher than the property's uncapped taxes for that year, and the current year's capped taxes would be lower than the current year's uncapped taxes if Part IX were applied.

6. **AND THAT** the Industrial class be entered into the third year of the phase out of Part IX of the *Municipal Act, 2001.*

7. **AND THAT** By-law 2025-51 is hereby repealed.

8. **AND THAT** this by-law shall be effective as of January 1st, 2026

PASSED in open Council this 4th day of May 2026.

_____

MAYOR – MATTHEW SHOEMAKER

_____

DEPUTY CITY CLERK – MADISON ZUPPA

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-69

TAXES: A by-law to provide for 2026 final tax billing.

WHEREAS the *Municipal Act*, 2001 S.O. 2001, c.25, as amended, provides that the council of a local municipality, may pass a by-law levying amounts on the assessment of property in the local municipality ratable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

   "Act" shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended
   "Minister" shall mean the Minister of Finance;
   "MPAC" shall mean the Municipal Property Assessment Corporation;
   "Treasurer" means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer's powers and duties under s.286(5) of the Act.

2. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.

3. The provisions of this by-law apply in the event that assessment is added for the year 2026 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

4. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1¼%) of the amount in default on the first day after the due date and the first day of each calendar month during which the default continues, but not after the end of 2026.

5. Following December 31, 2026, interest charges of one and one-quarter percent (1¼%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.

6. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
   6.1 One-half (1/2) thereof on the 6th day of July, 2026.

6.2 One-half (1/2) thereof on the 8th day of September, 2026.

7. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.

8. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the *Act*.

9. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 4 and 5 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.

10. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

12. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-70

TAXES: A by-law to provide for the adoption of tax ratios.

WHEREAS Section 308 of the *Municipal Act*, 2001, as amended provides that the council of a local municipality shall pass a by-law to establish tax ratios for the 2026 Taxation Year.

Therefore **THE COUNCIL** of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, as amended **ENACTS** as follows:

1. **SCHEDULE "A"**

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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CITY OF SAULT STE MARIE
2026 TAX RATIOS

Schedule A

Residential	1.000000
Multi-Residential	1.082000
Multi-Residential New Construction	1.082000
Commpercial Occupied	1.928025
Commercial New Construction	1.928025
Commercial Excess Land	1.928025
Commercial-Small On-Farm Business	1.928025
Shopping Centres	2.046725
Shopping Centres-New Construction	2.046725
Shopping Centres-Excess Land	2.046725
Office Building	2.680286
Office Building-New Construction	2.680286
Office Building-Excess Land	2.680286
Parking Lots & Commercial Vacant Land	1.425444
Industrial Occupied	3.801144
Industrial-New Construction	3.801144
Industrial-Excess Land	3.801144
Industrial-Vacant Land	3.801144
Industrial-Small On-Farm Business	3.801144
Large Industrial	6.750934
Large Industrial-Excess Land	6.750934
Landfills	1.884024
Pipelines	2.093910
Farmland	0.250000
Managed Forests	0.250000
Aggregate Extraction	3.432236

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-71

TAXES: (T1.2) A by-law to provide for the adoption of property tax rates for 2026.

WHEREAS Section 312 of the *Municipal Act, 2001* provides that the Council of a local municipality shall, after the adoption of estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class, and;

WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios, and;

WHEREAS the 2026 municipal tax levy for all purposes including debenture principal and interest payments has been set at $151,644,623 comprised of $143,570,645 for the overall (rural) area and an additional $8,073,978 for the urban area only including debenture principal and interest payments specific to the special area;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby **ENACTS** the tax rates for municipal purposes as set out in Schedule "A" hereto annexed, and forming part of this by-law.

1. **SCHEDULE "A"**

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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CITY OF SAULT STE. MARIE
2026 PROPERTY TAX RATES

Schedule A

URBAN AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01758859
Multi-Residential-New Construction	MT/NT	0.01903085
Commercial Occupied-New Construction	CT/CH/XT/XH	0.03391125
Commercial-New Construction-Excess Land	CU/XU	0.03391125
Commercial-Small On-Farm Business	C7	0.03391125
Commercial-Vacant Land-Parking Lots	CX/GT	0.02507155
General Rate Only (International Bridge Plaza)	CM	0.03391125
Shopping Centres Occupied-New Construction	ST/ZT	0.03599902
Shopping Centres-Excess Land	SU	0.03599902
Office Buildings Occupied-New Construction	DT/YH	0.04714245
Office Building-Excess Land	DU	0.04714245
Industrial Occupied-New Construction	IT/IH/JT	0.06548778
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.06548778
Industrial-Small On-Farm Business	I7	0.06548778
Large Industrial-Occupied	LT	0.11630806
Large Industrial-Excess Land	LU	0.11630806
Landfills	HT	0.03313732
Pipeline	PT	0.03682892
Farm-Managed Forests	FT/TT	0.00439716
Aggregate Extraction	VT	0.05913207

RURAL AREA

Property Class	RTC/RTQ	Municipal
Residential	RT/RH	0.01654192
Multi-Residential-New Construction	MT/NT	0.01789835
Commercial Occupied-New Construction	CT/CH/XT/XH	0.03189324
Commercial-New Construction-Excess Land	CU/XU	0.03189324
Commercial-Small On-Farm Business	C7	0.03189324
Commercial-Vacant Land-Parking Lots	CX/GT	0.02357958
Shopping Centres Occupied-New Construction	ST/ZT	0.03385677
Shopping Centres-Excess Land	SU	0.03385677
Office Buildings Occupied-New Construction	DT/DH/YH	0.04433708
Office Building-Excess Land	DU	0.04433708
Industrial Occupied-New Construction	IT/IH/JT	0.06150924
Industrial-New Construction-Excess Land-Vacant Land	JU/IU/IX/IJ	0.06150924
Industrial-Small On-Farm Business	I7	0.06150924
Large Industrial-Occupied	LT	0.10924206
Large Industrial-Excess Land	LU	0.10924206
Landfills	HT	0.03116537
Pipeline	PT	0.03463729
Farm-Managed Forests	FT/TT	0.00413549
Aggregate Extraction	VT	0.05553965

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-74

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and AECOM Canada ULC for the West End Wastewater Treatment Plant (WEWWTP) Phase 2 Upgrades, as required by Public Works and Engineering Services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated May 4, 2026 between the City and AECOM Canada ULC, a copy of which is attached as Schedule “A” hereto. This Agreement is for the West End Wastewater Treatment Plant (WEWWTP) Phase 2 Upgrades, as required by Public Works and Engineering Services.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law and may be viewed electronically due to the high volume of pages.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2024
(VERSION 4.0)

Association of Consulting Engineering Companies (Ontario)
in partnership with the Municipal Engineers Association

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AGREEMENT

Dated the 4 day of May 20 26

BETWEEN

The Corporation of the City of Sault Ste. Marie

(hereinafter the "**Client**")

AND

AECOM Canada ULC

(hereinafter the "**Engineer**")

WHEREAS the Client intends to: (*describe Project below)*

Provide engineering services for the West End Wastewater Treatment Plant Phase 2 Upgrades

(hereinafter the "**Project**")

AND WHEREAS the Client has requested the Engineer to furnish professional Services in connection with the Project, and the Engineer desires to perform such Services.

NOW THEREFORE, in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

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DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Agreement

The Agreement means this written agreement between, and as executed by, the Client and the Engineer.

Additional Services

Additional Services are services that are not included or contemplated as part of the Services to be provided under this Agreement at the time of its execution and which may be added to the Services upon the written agreement of the Client and the Engineer.

Arbitration Act

Arbitration Act means the *Arbitration Act, 1991*, S.O. 1991, C. 17, and the regulations made thereunder, as may be amended.

Budget of the Work

The Budget of the Work is the maximum amount the Client is prepared to spend on the Work, including contingency allowances, if any.

Business Day

Business Day means any day other than a Saturday, Sunday, a statutory holiday, a statutory vacation day that is observed by the construction industry in the area of the Site, a statutory holiday observed by municipalities in the Province of Ontario, a statutory holiday in the area of the Site, or a statutory holiday in the Province of Ontario.

Change

Change has the meaning given to it in Subsection 1.3.1 of this Agreement.

Claims

Claims has the meaning given to it in Subsection 1.12.1 of this Agreement.

Client

Client means the person identified as such in the Recitals hereof.

Consequential Damages

Consequential Damages means (i) any consequential, indirect, exemplary, or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or

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profits, standby time, interest expenses, overhead, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

Construction Act

Construction Act means the *Construction Act,* RSO 1990, c C.30, and the regulations made thereunder, as may be amended.

Construction Contract

Construction Contract means any contract or written agreement between the Client and a Contractor for performance of all or part of the Work.

Construction Documents

Construction Documents means all documents related to performance of the Work issued by or through the Engineer or Client and which shall be incorporated by the Client into the Construction Contract. The Construction Documents include all variations and modifications thereto as issued by or approved by the Engineer.

Contract Documents

Contract Documents are those documents identified in Subsection 1.1.1 of this Agreement, as may be amended by the parties in writing from time to time.

Contractor

A Contractor is a person or entity that has contracted with the Client under a Construction Contract to perform all or part of the Work.

Cost of the Work:

Cost of the Work means the total actual cost incurred by the Client, including the actual cost of all materials, equipment, labour and contractors' overhead and profit and any applicable fees, tariffs or levies, for completion of the Work for which the Engineer prepares Deliverables under this Agreement. The Cost of the Work shall not include any fees and disbursements due to the Engineer under this Agreement, the Client's engineering and office expenses, or the cost of land. Where applicable, the following shall apply when determining the Cost of the Work:

(i) Wherever the Client furnishes labour or other service which is incorporated in the Work, the current price of labour or other service when the Work was executed shall be used to compute the Cost of the Work.

(ii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work, subject to approval by the Client.

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(iii) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

For certainty, Cost of the Work excludes Value Added Taxes.

Deliverables

Deliverables are the designs, drawings, plans, models, specifications, studies, reports, photographs, sketches, graphic representations, materials, software, concepts, products, processes, surveys, calculations and other data, information and deliverables, in any form (including in hard copy or electronic form), prepared by or on behalf of the Engineer as part of the Services.

Engineer

Engineer means the person identified as such in the Recitals hereof.

Engineer's IP

Engineer's IP means all patents, trademarks, copyrights, industrial or other intellectual property rights arising or resulting from performance of the Services, including those which are developed, patentable, capable of trademark, first reduced to practice or otherwise produced by or resulting from the Services rendered by the Engineer. For certainty, Engineer's IP includes any and all intellectual property rights in the Deliverables.

Engineer's Staff

Engineer's Staff has the meaning given to it in Subsection 1.5.1 of this Agreement.

Force Majeure

Force Majeure means an event which causes a party to be delayed in performing, or unable to perform, its obligations under this Agreement in whole or in part, and which meets all of the following criteria: (a) the event and its effects are beyond such party's reasonable control; (b) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (c) the event and its effects do not result from such party's impecuniosity or negligence. For certainty, the following events shall constitute events of Force Majeure:

(i) fire, unusual delay by common carriers or unavoidable casualties;

(ii) act of God, war, civil commotion, rebellion, terrorism, revolution, insurrection, military or usurped power, hostilities (whether war be declared or not), invasion, or acts of foreign enemies;

(iii) labour dispute, strike, lockout or picketing;

(iv) action or inaction by a government authority;

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(v) abnormally adverse weather conditions; and

(vi) pandemics, epidemics or other public health emergencies (including those resulting from diseases, influenzas, coronaviruses and other viruses) and related governmental actions (including quarantines, business closures and travel restrictions relating to public health emergencies).

OHSA

OHSA means the *Occupational Health and Safety Act*, RSO 1990, c. O.1, and the regulations made thereunder, as may be amended.

Other Municipality

Other Municipality means a municipality as defined under the *Municipal Act, 2001*, SO 2001, c. 25, as may be amended, that is located within the Province of Ontario and that is not the Client.

Professional Engineers Act

Professional Engineers Act means the *Professional Engineers Act*, RSO 1990, c P.28, and the regulations made thereunder, as may be amended.

Project

The Project is the total endeavour contemplated under this Agreement as identified in the Recitals hereof and of which the Services and the Work may be the whole or a part.

Recitals

The Recitals include all information set out on the first page of this Agreement.

Schedule

The Schedule means the schedule for performance of the Services set out in Subsection 1.10.1.

Services

The Services are those services to be provided by the Engineer as set out in Article 2 of this Agreement.

Shop Drawings

Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor or by others to illustrate details of portions of the Work.

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Site

The Site is the site or location of the Work as identified in the Contract Documents and includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

Subconsultant

A Subconsultant is any person or entity that has entered into a contract or written agreement with the Engineer for performance of all or part of the Services.

Sublicense

Sublicense has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Sublicensee

Sublicensee has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Standard of Care

The Standard of Care means the degree of care, skill and diligence normally provided by a reasonable and prudent engineer providing comparable services for projects of a similar nature at the same time and in the same or similar locale as the Project, including as required by the Professional Engineers Act.

Value Added Taxes

Value Added Taxes means those taxes as shall be levied upon costs, fees and expenses, including the Engineer's compensation, by the federal or any provincial or territorial government and is computed as a percentage of such compensation, costs, fees and expenses and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

Work

The Work is the total construction and related services required by the Construction Contract, but does not include the Services or the services of other consultants engaged by the Client for the Project.

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ARTICLE 1 – GENERAL CONDITIONS

1.1 The Agreement

1.1.1 The Agreement is made up of the following terms, conditions, schedules and other documents, which form part of and are incorporated into the Agreement and which, in the event of conflict, shall have the following order of priority, from highest to lowest:

1. Supplementary Conditions, if any;
2. Recitals;
3. Definitions;
4. Article 1 – General Conditions;
5. Article 2 – Services To Be Provided;
6. Article 3 – Fees And Disbursements;

The following additional attachments, if any:

7. AECOM Proposal dated March 13, 2026

1.2 The Services

1.2.1 The Client hereby retains the Engineer for performance of the Services in connection with the Project, and the Engineer agrees to provide such Services in accordance with the Standard of Care and the Contract Documents, and for the compensation as set out in Article 3 to this Agreement.

1.2.2 The Engineer represents that it is a person or entity licensed to practice in the Province of Ontario and, as such, the Client acknowledges that the Engineer has obligations under law and pursuant to the Engineer's professional status, which include requirements to exercise judgement and ensure public safety.

1.2.3 The Engineer shall not be responsible for:

.1 performance of the Construction Contract or for any Contractor or other person's failure to carry out the Work in accordance with the Construction Contract;

.2 performance of the Work or of any other services by any Contractor, other consultant of the Client, or other person outside the Engineer's control;

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.3 control of the means, methods, techniques, schedules, sequences or procedures of construction for the Work or Project; or

.4 commissioning or startup of equipment for the Work or Project;

1.2.4 Where the Services include administration of a Construction Contract by the Engineer each of the following shall apply:

.1 The Engineer shall have authority to act on behalf of the Client, but only to the extent set out in the Contract Documents. Such authority may only be modified by written consent of the Engineer and Client.

.2 The Engineer shall have authority to:

(i) reject Work that is not in conformity with the Construction Contract;

(ii) require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed; and

(iii) order minor adjustments in the Work that are consistent with the intent of the Construction Contract provided such adjustments do not involve an adjustment to the Client's costs under the Construction Contract or to the schedule requirements of the Construction Contract.

.3 The Engineer shall be included on all relevant communications, written and otherwise, between the Client and any Contractor and between the Client and any other consultants engaged on the Project.

.4 Notwithstanding express or implied acceptance by the Engineer of the Work or services performed by a Contractor or other consultant engaged by the Client, such persons shall remain responsible to the Client for the proper performance of the Work or their services, as applicable.

.5 The Engineer's review of Shop Drawings shall be restricted to checking general conformance with information given and the design concept expressed in the Construction Documents, and shall not be relied on for determining the feasibility or constructability of the Work detailed within the Shop Drawings or the accuracy or completeness of instructions for installation.

1.2.5 Where the Services include issuance by the Engineer of any certificate for payment under a Construction Contract, such issuance shall constitute a representation by the Engineer that, based on visits to the Site at intervals appropriate to the progress of the Work as determined by the Engineer in its professional judgment and on review of the Contractor's schedule of values and application for payment:

.1 the Work has progressed to the value indicated;

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.2 to the best of the Engineer's knowledge, information and belief, the Work observed is in general conformity with the Construction Contract; and

.3 the Contractor is entitled to payment in the amount certified.

For certainty, issuance of a certificate of payment shall not be a representation that the Engineer has investigated or examined the Contractor's use of the funds paid by the Client or that the Contractor has complied with its legal obligations.

1.2.6 The parties shall each advise the other in writing of their requirements in connection with the Project, which shall include for the Client, advising the Engineer of the Budget of the Work and any scheduling or time constraints, and for the Engineer, advising of all information, documents and data required for performance of the Services.

1.2.7 The Engineer shall not be liable for any changes to the Services resulting from undisclosed, undiscovered, or unknown conditions at the Site, including those resultant from the discovery of hazardous or toxic substances at the Site. Should the Engineer observe or discover any condition at the Site that materially differs from the Contract Documents, it shall promptly notify the Client in writing of such observation or discovery and the nature of the changes to the Services that may be required, and shall not proceed with the change until approved by the Client.

1.3 Changes and Additional Services

1.3.1 The parties acknowledge that, from time to time, circumstances may dictate a need to delete, extend, increase, vary or otherwise alter the Services as originally contemplated in this Agreement (a "**Change**"). Where a party identifies such need for Additional Services, that party shall, within seven (7) calendar days after becoming aware of the Change, notify the other party setting out the facts and circumstances giving rise to the Change. Where the parties agree that Additional Services are required, the parties shall record their agreement in writing and such Additional Services shall be performed on a "time" basis as set out in Subsection 3.1.5, or as otherwise agreed by the parties in writing.

1.3.2 Where the Client does not agree there has been a Change or that Additional Services are warranted, or where the Client requires the Engineer to proceed with Additional Services before agreement can be reached regarding any resultant adjustments to the Schedule or the Engineer's compensation under this Agreement, the Client may issue a written direction to the Engineer requiring the Engineer to proceed with such Additional Services. Within five (5) Business Days of receipt of such direction, the Engineer shall provide the Client with written notice of any anticipated impacts to the Engineer's remuneration or the Schedule, including estimates of such impacts.

1.3.3 The parties shall resolve any dispute in respect of a Change in accordance with Section 1.14, and shall otherwise continue to perform all Services and obligations which are not subject to dispute.

1.3.4 Where the Engineer reasonably considers emergency services to be necessary in order to meet its professional obligations, the Engineer shall promptly notify the Client and shall

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undertake such services as Additional Services and the costs for such services shall be recoverable by the Engineer in accordance with this Section 1.3.

1.3.5 If the Engineer intends to make a claim for an increase to its compensation under this Agreement, or if the Client intends to make a claim against the Engineer for a credit or reduction to the Engineer's compensation under this Agreement, the party that intends to make such a claim shall give written notice to the other party of its intent to claim within ten (10) Business Days of becoming aware of the event or series of events giving rise to the claim. The written notice to be given pursuant to this Subsection 1.3.5 shall include all details and supporting documentation regarding the claim available at such time and the claiming party shall thereafter submit all such details and supporting documentation to the other party within five (5) Business Days of such details and supporting documentation becoming known or available, as applicable. Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this Subsection 1.3.5 and such failure prevents the Client or Engineer from mitigating or minimizing Claims resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.

1.3.6 For certainty, in no event shall the Engineer be obligated to perform Additional Services unless it has first received written direction to do so from the Client.

1.4 Client Obligations

1.4.1 The Client acknowledges that it shall promptly fulfill its obligations as set out under this Agreement in order to allow the Engineer's efficient performance of its Services in accordance with the Schedule.

1.4.2 The Client acknowledges that, in order to avoid any delay, it shall promptly examine and respond to requests for information or decisions submitted by the Engineer.

1.4.3 The Client further agrees that it shall include the Engineer in any value analysis and preparation of the estimates of the Cost of the Work.

1.4.4 Unless otherwise set out in the Contract Documents, it shall be the responsibility of the Client to obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction.

1.4.5 Additional obligations of the Client, if any, are set out in Article 2.

1.5 Staff and Subconsultants

1.5.1 Prior to commencement of the Services, the Engineer shall provide the Client with a list of its staff to be employed on the Project, including the Engineer's principals and executives (the "**Engineer's Staff**"). The Engineer shall employ only competent personnel who will be under the supervision of a senior member of the Engineer's Staff. The Engineer shall give the Client written notice of any changes to the Engineer's Staff and the Client and the Engineer shall work cooperatively to address any issues associated with changes to the Engineer's Staff.

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1.5.2 The Engineer may engage Sub-Consultants for specialized services provide that prior approval is obtained, in writing, from the Client and may add a mark-up of 10 % of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.5.3 To the extent expressly specified as part of the Services, the Engineer shall coordinate the activities of other consultants engaged by the Client in respect of the Project.

1.6 Contract Documents

1.6.1 Subject to Section 1.7, Project drawings and documents, or copies thereof, shall be shared between the parties as needed at no cost.

1.6.2 The Client agrees to provide the following to the Engineer, and will ensure that it notifies the Engineer of any changes in information as available and relevant in respect of the Services and the Work:

.1 a copy of the Contract Documents;

.2 information required for cost estimating, if applicable, as determined at the Client's discretion;

.3 the Budget of the Work; and

.4 all background documents available to the Client that are required by the Engineer for the execution of the Services and the Work.

1.6.3 The Engineer shall be entitled to rely upon the accuracy and completeness of records, information, reports, recommendations, surveys, data and specifications provided by the Client. Notwithstanding the foregoing, the Engineer confirms that it has reviewed the Contract Documents and, to the best of its knowledge, information and belief, has found no errors, omissions, inconsistencies or discrepancies. If the Engineer finds errors, omissions, inconsistencies or discrepancies in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Engineer shall at once notify the Client in writing. The Client agrees that it shall promptly inform the Engineer by written notice if it becomes aware of any nonconformity with the requirements of the Construction Documents. Nothing in this Subsection 1.6.3 shall relieve the Engineer of responsibility for the Engineer's own errors and omissions.

1.7 Deliverables, Intellectual Property, Licensing

1.7.1 The Client shall give due consideration to all Deliverables submitted by the Engineer, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay performance of the Services as required by this Agreement. The Client shall promptly notify the Engineer in writing in the event that the Client discovers any error, omission or inconsistency in the Deliverables.

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1.7.2 The Engineer shall retain ownership of the Engineer's IP. The Deliverables shall be and remain the property of the Engineer. The parties acknowledge and agree that the Engineer shall retain original copies of the Deliverables and any parts of the Construction Documents created by the Engineer, which the Client has not specifically commissioned and paid for. The Client is entitled to keep a copy of the Deliverables for its records, and may only use the Deliverables and any such copies in accordance with the license rights granted under this Agreement.

1.7.3 Except in the event of termination of this Agreement by the Engineer pursuant to Subsection 1.11.3 and provided that the Client has paid all compensation due and owing to the Engineer under this Agreement, the Client shall have a permanent, non-exclusive and royalty-free license to:

.1 Use and reproduce the Deliverables and any Engineer's IP therein in connection with the Work and Project, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to the Work and the Project.

.2 Use and reproduce the Deliverables and any Engineer's IP therein in connection with other works and projects of the Client that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to other works or projects of the Client.

.3 ~~Grant sublicenses (each, a "**Sublicense**") to Other Municipalities (each, a "**Sublicensee**") for use and reproduction of the Deliverables and any Engineer's IP therein in connection with works and projects of Other Municipalities that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to such works or projects of Other Municipalities. Each Sublicense shall be subject to an agreement on terms and conditions consistent with the terms of and conditions of the license granted under Subsection 1.7.3.1 and is no more permissive than such license. For clarity, no Sublicense shall include the right to grant further sublicense under the Deliverables or any Engineer's IP therein. The Client shall be responsible for ensuring that each Sublicensee complies with the terms and conditions of any sublicense agreement to which the Sublicensee is a party. Any act or omission of a Sublicensee which would be a breach of this Agreement if performed by the Client shall be deemed to be a breach by the Client.~~

1.7.4 Any and all license rights granted under Subsection 1.7.3 are subject to the following conditions which are expressly acknowledged and agreed to by the Client:

.1 No license granted is exclusive with respect to the Engineer's IP and nothing in this Agreement shall be deemed to derogate from the Engineer's ownership and full right to use the Engineer's IP for any other site, work or project.

.2 Any alteration, modification or amendment to the Deliverables that is not performed by the Engineer (whether for the Work, the Project or any other work or project) shall be at

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the Client's sole risk and the Client will not hold out that any such changes to the Deliverables were approved, reviewed or otherwise accepted by the Engineer.

.3 The Engineer shall bear no liability in respect of any use of the Deliverables and any Engineer's IP therein for any location other than the Site or for any work or project other than the Work or the Project for which the Deliverables were intended and the Client shall indemnify the Engineer from and against any and all Claims in any way arising out of or related to: (i) alteration, modification or amendment to the Deliverables by the Client, any Other Municipality, the Client's and any Other Municipality's other consultants, contractors, subcontractors, suppliers, agents, employees or tenants, or any other person for whom the Client or Other Municipality (as applicable) is responsible at law; (ii) use of the Deliverables and any Engineer's IP therein in connection with any other work or project of the Client except the extent, if any, the Engineer performed services for such other work or project of the Client; and/or (iii) use of the Deliverables and any Engineer's IP therein by any Other Municipality for any other work or project of such Other Municipality, except to the extent, if any, the Engineer performed services for such other work or project of the Other Municipality. For certainty, the Client's liability for Claims under this Subsection 1.7.4.3 shall include the obligation to reimburse the Engineer for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

.4 The Client shall give the Engineer written notice of any Sublicense granted pursuant to Section 1.7.3.3 identifying the person to whom such Sublicense was granted and the intended use of such Sublicense within 30 calendar days of such Sublicense having been granted. For certainty, the right to grant Sublicenses pursuant to Section 1.7.3.3 is exclusive to the Client and does not include the right of any sublicensee to grant further sublicenses or sub-sublicenses to any Other Municipalities or other persons.

1.7.5 The Engineer represents and warrants that its Deliverables do not infringe the patent, copyright, trademark or other intellectual property rights of another person. The Engineer shall indemnify the Client in the event of any Claims suffered by the Client resultant from the Engineer's breach of this Subsection 1.7.5.

1.8 Confidential Information

1.8.1 Neither party shall divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the other party in the course of carrying out their obligations under this Agreement. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the receiving party by a third party without obligation of confidentially, which is independently developed by a party without access to the other party's information, or which is required to be disclosed by law or court order. No such received, confidential information shall be used by one party on any other project without the prior written approval of the other party.

1.8.2 Each party agrees to obtain the consent in writing of the other before publishing or issuing any confidential information regarding the Project.

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1.9 Inspection, Records and Audit

1.9.1 The Client, or persons authorized by the Client, shall have the right, upon reasonable notice and at all reasonable times during business hours, to inspect or otherwise review, at the offices of the Client, any and all documents and records in relation to the Services performed, or being performed, under the Project and at the Site.

1.9.2 Where Services are to be performed on a time and materials basis:

.1 the Engineer shall keep a detailed record of the hours worked by staff employed for performance of the Services in order to provide data for the calculation of fees; and

.2 the Client may inspect the Engineer's applicable timesheets and records of expenses and disbursements at all reasonable times during business hours.

1.9.3 The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.9.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate (i) all charges and payments under the Agreement and (ii) that all Deliverables were provided in accordance with the Agreement.

1.10 Time for Performance and Delays

1.10.1 Unless agreed otherwise by the parties in writing, the Engineer shall:

.1 commence the Services by May 11, 2026 , and

.2 complete the Services upon the later of (i) August 9, 2030 or (ii) year(s), month(s), week(s) after completion or abandonment of the Work.

1.10.2 The Engineer shall perform the Services expeditiously and in such sequence as the Client may reasonably require to ensure efficient and orderly progress of the Project and the Work and in accordance with the Schedule or any other schedule for such performance of the Services as agreed to by the parties in writing.

1.10.3 In the event that the start of the Project is delayed for sixty (60) calendar days or more in a manner that materially affects the ability to deliver the Services for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the Agreement before the commencement of the Project.

1.10.4 Except with respect to payment obligations already in process, neither party shall be liable for any delay or failure in performance of their respective obligations under this Agreement to the extent caused by or resultant from an event of Force Majeure.

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1.10.5 Upon the occurrence of a Force Majeure event, the impacted party shall notify the other in writing with reasonable promptness and, in any event, no later than seven (7) calendar days after becoming aware of the Force Majeure event, explaining the facts and circumstances and the Client and Engineer shall then cooperate to establish a mutually acceptable revision to the timing for performance of the subject obligation, including to the Schedule, as necessary and applicable.

1.11 Suspension or Termination

1.11.1 The Client may, at any time upon fourteen (14) calendar days' written notice, suspend the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to safely close out their Services, and otherwise suspend all operations in respect of its Services or such part of the Services which may be identified as suspended. In such an event, and except to the extent that the suspension was required as a result of the Engineer's negligence or breach of this Agreement, the Engineer shall be entitled to payment for the direct costs reasonably incurred by the Engineer as a direct result of such suspension, and the Schedule shall be extended for such reasonable time as the Client and Engineer may together decide. In no event shall such costs include Consequential Damages. The Engineer will make every effort to mitigate costs, expenses and impacts to the Client resultant from suspension.

1.11.2 If the period of suspension is ninety (90) calendar days or less, upon notification by the Client, the Engineer will resume the performance of the Services as soon as practicable and in any event within seven (7) calendar days in accordance with the terms of the Agreement. If the period of suspension exceeds ninety (90) calendar days, no Services will be resumed or be completed in accordance with the terms of the Agreement prior to the parties having agreed upon the resumption and its terms and conditions, unless the suspension was required as a result of the Engineer's negligence or breach of this Agreement in which case the Engineer's agreement is not required. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination and Subsection 1.11.5.2 shall apply.

1.11.3 Without limiting the rights and obligations in Subsection 1.11.2, where an event of Force Majeure resulting in suspension of the Services continues for a period of ninety (90) calendar days or more, the Engineer shall not resume the Services until the parties have agreed upon the terms and conditions for their resumption. The parties shall work cooperatively to endeavour to reach an agreement. Failing such agreement, either party may elect to terminate the Agreement upon provision of ten (10) Business Days' written notice to the other.

1.11.4 Either party may terminate this Agreement:

.1 upon seven (7) calendar days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) calendar days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Agreement; or

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.2 immediately upon notice if the other party becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favour of its creditors, or if all or any part of its property is put under receivership.

.3 Upon such termination by either party, unless due to negligence, the Client shall pay the Engineer for all Services performed to the date of termination.

Where such termination is by the Engineer, the Client shall also reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages.

1.11.5 In addition to the foregoing, the Client may terminate this Agreement as follows:

.1 upon notice, if the Project is lawfully interrupted for more than ten (10) calendar days pursuant to an ordinance originating with a court or public authority having jurisdiction, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination; or

.2 for convenience by giving the Engineer fourteen (14) calendar days' prior written notice of its intention to terminate, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination and to reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages; or

.3 immediately upon notice of the death of the Engineer if the Engineer is an individual and deceases before their Services have been completed, in which case the Client shall pay for the Services duly performed up to rendered and disbursements incurred by the Engineer to the date of such termination.

1.11.6 All representations, indemnities, obligations of confidentiality and other obligations under this Agreement that by their nature are intended to survive termination shall so survive termination or expiration of this Agreement.

1.12 Indemnification

1.12.1 The Engineer shall indemnify the Client, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, demands, losses, settlements, costs, expenses, penalties, damages, actions, suits, or proceedings ("**Claims**") arising from or caused by the Engineer's negligent acts, errors or omissions or breach of this Agreement or non-performance of its obligations under this Agreement. For certainty, the Engineer's liability for Claims under this Subsection 1.12.1 shall include the obligation to reimburse the Client for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

1.12.2 Each party shall indemnify the other, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any Claims by third parties that arise out of or are attributable to this Agreement or the Services, including Claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

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tangible property, to the extent that such Claims are attributable to or caused by the negligence or willful misconduct of the indemnifying party or anyone for whose acts the indemnifying party is responsible in law.

1.12.3 In no event shall either the Client or the Engineer be liable to the other, or their respective directors, officers or employees, for Consequential Damages arising out of or related to this Agreement, the Project, the Work or the Services.

1.12.4 The parties' liability for any and all Claims whatsoever, including, without limitation, in tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with this Agreement shall be limited as follows:

.1 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is to be provided pursuant to Section 1.13, to the amount of such insurance that is required to be held for one claim or occurrence pursuant to Section 1.13.

.2 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is not required to be provided pursuant to Section 1.13, to the total compensation to be paid to the Engineer pursuant to this Agreement.

.3 in respect to Claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of Claims advanced by third parties, the limits set forth in Subsections 1.12.4.1 and 1.12.4.2 above shall apply.

1.12.5 To the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of the Client or Engineer shall have personal liability under any provision of this Agreement or for any matter in connection with the Services provided.

1.13 Insurance

1.13.1 The Engineer shall provide and maintain at its sole expense the insurance coverage stipulated in this Agreement. Insurance is to be carried through locally licensed insurers with a minimum A Best rating or as otherwise acceptable to the Client. Certificates of insurance showing the following coverages shall be provided by Engineer upon request:

.1 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be carried in the amount of $ 5,000,000.00 per occurrence and $ 5,000,000.00 in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The Engineer shall include the Client as an "Additional Insured" and provide a waiver of subrogation in their favour.

.2 **Automobile Insurance:** If used in the performance of the Engineer's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of $ 2,000,000.00 including any owned, leased, hired and non-owned automobiles.

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.3 **Professional Liability Insurance:** Professional Liability Insurance shall be carried in the amount of $ 2,000,000.00 per claim and $ 2,000,000.00 in the aggregate. Insurance must be carried for a minimum of three years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.

.4 **Cyber Liability Insurance:** If there is exposure of the Engineer to confidential or personal data, Cyber Liability Insurance, with limits of at least $ per claim and $ in the aggregate, to be maintained for the duration of this Agreement. Cyber liability is to respond to privacy and network security liability claims including:

(i) Liability arising from theft, dissemination, and/or use of confidential information regardless of how the information is stored or transmitted.

(ii) Liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems, including denial of service, unless caused by a mechanical or electrical failure.

(iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or their person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

(iv) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a date breach.

.5 **Worker's Compensation;** The Engineer shall provide evidence of compliance with workers' compensation legislation at the Site.

1.13.2 **Additional Coverage:** If the Client requests to have the amount of coverage increased from that detailed in the Contract Documents or requests other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement.

1.13.3 It is understood and agreed that the coverage provided by the foregoing policies will not be materially changed or cancelled by the Engineer until thirty (30) calendar days' written notice to the Client of such material change or cancellation has been delivered.

1.13.4 The Client shall ensure that, where applicable, its other consultants have adequate insurance in respect of the services they will provide for the Project, including with respect to professional liability insurance.

1.13.5 For the purpose of meeting the limit of insurance required in Subparagraphs 1.13.1.1 and 1.13.1.2, the Engineer may use a combination of Commercial General Liability/Automobile Liability supported by Umbrella Liability or Excess Liability to meet the required limits of insurance.

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1.14 Dispute Resolution

1.14.1 Subject to the Construction Act and all applicable laws, the parties agree that all disputes in respect of this Agreement or the Services shall be addressed as set out in this Section 1.14. Notwithstanding any dispute, it shall be the responsibility of each party to continue to perform its obligations under this Agreement pending resolution of such disputes.

1.14.2 Negotiation.

.1 In the event a matter of difference arises between the Engineer and the Client in relation to the Agreement, the grieved party shall send a written notice of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall provide a written response to the grieved party within ten (10) Business Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.

.2 The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

.3 In the event of failure by the Engineer and the Client to reach agreement within ten (10) Business Days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Subsection 1.14.3 herein unless either party elects to terminate the negotiations and forego mediated negotiations by giving written notice to the other party within such ten (10) Business Days of receipt of the responding party's reply.

1.14.3 Mediation.

.1 Where neither party has given written notice foregoing mediated negotiations pursuant to Subsection 1.14.2.3, this Subsection 1.14.3 shall apply.

.2 The Engineer and the Client shall jointly select an impartial mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.

.3 The Mediator shall meet with the parties within ten (10) Business Days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.

.4 If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may

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request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

.5 If no agreement is reached the mediator will terminate the mediated negotiations by giving written notice to the Client and Engineer.

.6 All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.

.7 The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

1.14.4 Arbitration.

.1 By giving written notice to the other party within ten (10) Business Days after the date of termination of the negotiations pursuant to either Subsection 1.14.2.3 or 1.14.3.5, either party may refer such matter as is arbitrable to arbitration as provided in this Subsection 1.14.4.

.2 Where neither party has given written notice pursuant to Subsection 1.14.4.1, on expiration of the ten (10) Business Days the arbitration agreement under this Subsection 1.14.4 is non-binding on the parties and the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.

.3 In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:

(i) The Client and the Engineer shall select an arbitrator within ten (10) Business Days of the submission of a dispute to arbitration under this Subsection 1.14.4, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act.

(ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

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(iii) In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.

(iv) The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under subsection 45(1) (appeal on a question of law, with leave) or section 46 (setting aside award) of the *Arbitration Act*.

(v) Each party shall bear is own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.

(vi) Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act* and the *Courts of Justice Act,* RSO 1990, c C.43.

1.14.5 Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the Construction Act. Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the Construction Act.

1.15 Miscellaneous

1.15.1 Unless previously agreed to by the Client or in accordance with the Client's purchasing policies, the Engineer or any person, firm or corporation affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in any of the parties bidding on the construction of the Project.

1.15.2 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party which consent shall not be unreasonably withheld.

1.15.3 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15.4 Unless otherwise provided in this Agreement, where the Services are subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise set out in the Contract Documents. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

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1.15.5 Any additional requirements regarding insurance, permits, approvals, etc. to be listed here. If there are no additional conditions, then this Subsection 1.15.5 is to be left blank.

Refer to the attached City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions.

[Remainder of page left intentionally blank. Article 2 follows.]

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ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Engineer's Services

Services to be provided by Engineer in addition to its obligations set out in Article 1:

Refer to the attached City of Sault Ste. Marie Request for Proposal and AECOM's proposal and Task-Cost Matrix dated March 13, 2026.

2.2 Exclusions from the Engineer's Services

The following are expressly excluded from the Services:

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2.3 Responsibilities of the Client

Responsibilities of the Client in addition to those set out in Article 1:

Refer to the attached City of Sault Ste. Marie Request for Proposal and AECOM's proposal and Task-Cost Matrix dated March 13, 2026.

[Remainder of page left intentionally blank. Article 3 follows.]

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ARTICLE 3– FEES AND DISBURSEMENTS

3.1 Basis of Payment for this Agreement

3.1.1 The Client will compensate the Engineer in accordance with the fees and charges for Services as set out in this Article 3. The parties have together determined that the following shall be the basis for such compensation (each as described in greater detail below):

☐ Percentage of Cost Basis

☐ Time Basis

☑ Upset Cost Limit Basis

☐ Lump Sum Basis

3.1.2 For certainty, all fees, irrespective of their basis, shall be in Canadian funds and exclusive of Value Added Taxes, which Value Added Taxes are to be added to each invoice. All payments shall be subject to the requirements of the Construction Act.

3.1.3 **Expenses.** Where compensation is on a "percentage cost", "time" or "upset cost limit" basis, the Engineer shall, in addition to such compensation, be reimbursed for the actual cost plus an administrative charge of 5.00 %, for all reasonable expenses and disbursements properly incurred by the Engineer in connection with the Project including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements. For certainty, where compensation is on a "lump sum" basis, such compensation shall be deemed to include all such expenses and disbursements.

3.1.4 **Percentage of Cost Basis:** Where compensation is to be paid on a "Percentage of Cost Basis", the Client shall pay the Engineer fees calculated as a percentage of the Cost of the Work as follows:

TYPE OF SERVICE	% OF COST OF THE WORK

.1 Where compensation is to be paid on a "Percentage of Cost Basis", payment shall be made as follows:

(i) **Monthly Payment** – The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Engineer's estimate of the cost of that part of

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the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Any dispute in respect of the estimate shall be determined in accordance with Section 1.14 hereof.

(ii) **On Award of Construction Contract** – Following the award of the Construction Contract, the Engineer shall recalculate their fee on the basis of the tender quantities and prices on which the Construction Contract was awarded, plus the estimated cost of materials and other services supplied by the Client. Upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer. Any dispute in respect of the updated estimate shall be determined in accordance with Section 1.14 hereof.

(iii) **Delay of Award of Construction Contract** – In the event the Construction Contract is not awarded within months of the acceptance of the Engineer's design by the Client, the final fee for design shall be determined as in Subsection 3.1.4.1(i) above, and Subsection 3.1.4.1(ii) shall not apply. Further services for the Project beyond the months will be undertaken on a "time" basis as set out below.

(iv) **On Completion of the Work** – Following completion of the Work as defined in the Construction Act, the Engineer shall recalculate their fee on the basis of the Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer. Any dispute in respect of the calculation of fees shall be determined in accordance with Section 1.14 hereof.

3.1.5 **Time Basis:** Where compensation is to be paid on a "Time Basis":

.1 The Client shall pay the Engineer a fee, calculated on a time basis, for performance of the Services. Fees on a time basis for all staff shall be at hourly rates based on job classifications as agreed to by the parties in writing.

.2 If the Project is greater than one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

.3 All time expended on the Services, whether in the Engineer's office, at the Site, or elsewhere, excluding including travel time (eligibility of travel time shall be determined by the Client as outlined in the Terms of Reference), shall be chargeable.

.4 When requested by the Client, the Engineer shall provide, for approval by the Client:

(i) An estimate of the total fees to be paid for the Services;

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(ii) A payment schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month consistent with the Schedule; and

(iii) A list of Engineer's Staff showing the number, classifications and hourly rates for Engineer's Staff for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff are to perform while employed on the Project. Such list shall designate the member of the Engineer's Staff who is to be the liaison person between the Engineer and the Client.

.5 The Engineer will require prior written approval from the Client for any of the following changes:

(i) Any increase in the estimated fees beyond those approved under Subsection 3.1.5.4(i);

(ii) Any change in the schedule which results in a longer period than provided in Subsection 3.1.5.4(ii); and/or

(iii) Any change in the number, classification and hourly rate ranges of the Engineer's Staff provided under Subsection 3.1.5.4(iii).

.6 The Engineer shall submit an invoice to the Client for all Services performed and reimbursable expenses incurred, if any, in the immediately preceding month.

3.1.6 **Upset Cost Limit Basis:** Where compensation is to be paid on an "Upset Cost Limit Basis":

.1 The Engineer shall be paid a fee, calculated on a "Time Basis", for the Services in accordance with Subsection 3.1.5.

.2 The parties further agree that, notwithstanding Subsections 3.1.3 and 3.1.6.1, the total fees and disbursements to be paid by the Client to the Engineer for the Services shall not exceed the total upset amount of $ 3,857,134.57 plus Value Added Taxes.

.3 Notwithstanding Subsections 3.1.6.1 and 3.1.6.2, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent of Project completion in the opinion of the Client.

3.1.7 **Lump Sum Basis:** Where compensation is to be paid on a "Lump Sum Basis":

.1 Fees for the Services will be the fixed fee of $, which fee is inclusive of all labour, disbursements, reimbursable expenses, overhead and profit.

.2 Progress invoices will be issued monthly for an amount based on the percentage of Services completed, except that where the parties have agreed to payment of the lump sum on the basis of milestones, progress invoices shall be issued following achievement of each milestone for the amount of the agreed-to milestone payment.

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.3 If the Project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for Services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the Project.

3.2 Invoicing and Payment

3.2.1 All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information (together with any other information required by the Construction Act):

.1 The Engineer's name and address;

.2 The date of the invoice and the period during which invoiced Services were supplied;

.3 Information identifying the Agreement under which Services were supplied;

.4 A description of the Services supplied;

.5 The amount payable for the Services supplied, and a statement that payment is due upon receipt;

.6 The name, title, telephone number and mailing address of the person to whom payment is to be sent;

.7 If requested by the Client, a written report showing the portion of the Services completed in the preceding month; and

.8 The following additional information (if any):

3.2.2 If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall, within fourteen (14) calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment as prescribed by the Construction Act. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in Subsection 3.2.3.

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3.2.3 Invoices will be due as presented and payable by the Client upon receipt, and in any event no later than twenty-eight (28) calendar days after receiving the proper invoice detailed in Subsection 3.2.1.

3.2.4 Interest on overdue accounts will be charged at the rate of 12.00 % per annum.

Remainder of page left intentionally blank. Signature page follows.

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This Agreement is entered into by the parties on the date first set out above as evidenced by its execution as follows:

ENGINEER: AECOM Canada ULC

The signatory shall have the authority to bind the Engineer for the purposes of this Agreement.

This _____ day of _____ 20___

Signature		Signature	
Name	Christopher Cecchetto	Name	
Title	Senior Project Director, Northern Ontario	Title	

CLIENT: The Corporation of the City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this Agreement.

This _____ day of _____ 20___

Signature		Signature	
Name	Mayor Matthew Shoemaker	Name	Madison Zuppa
Title	Mayor	Title	Deputy City Clerk

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City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

Insurance and Indemnity provisions and considerations for use with the "Association of Consulting Engineering Companies/Ontario (ACEC-Ontario) in Partnership with the Municipal Engineers Association (MEA)" - "Client/Engineer Agreement for Professional Consulting Services 2024 (Version 4.0)"

Option B *(The following language to be used if the work involves any excavating, digging, drilling, core sample removal etc., and the Engineer is performing that work themselves (rather than a separate contract for those tasks):*

Notwithstanding the Order of Precedence as set out in the M.E.A./C.E.O. CLIENT/ENGINEER AGREEMENT, the Indemnification and Insurance sections below take precedence over anything to the contrary contained in the aforesaid Agreement.

Remove sections "**1.12 Indemnification**" and "**1.13 Insurance**" in their entirety and replace with the following:

1.12 Indemnification

The Engineer shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against:

(a) all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City; and

(b) all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to,

provided that same results from or arises out of the Engineer's failure to exercise reasonable care, skill or diligence or the Engineer's omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Engineer, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Engineer.

1.13 Insurance

Without restricting the generality of the requirement to indemnify the City, the Engineer shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

Commercial General Liability Insurance

Commercial General Liability ("**CGL**") insurance must include the City as an Additional Insured, with limits of not less than five million dollars ($5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement. Sudden and Accidental pollution coverage with limits of not less than two million dollars ($2,000,000) per occurrence (can also be provided under a separate Environmental Impairment or Pollution policy).

Automobile Liability Insurance

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars ($2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Engineer.

Professional Liability Insurance

Professional Liability Insurance coverage must have limits of not less than two million dollars ($2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Engineer from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Engineer only upon Contract award, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to the City.

Additional Insurance considerations:

If the work involves any technology or IT aspects, Cyber coverage may be warranted – please forward these to Legal for review.

If any subconsultant is to be engaged (once approved by the City as per section 1.5.2) they will be required to place the same insurance coverages as outlined in section 1.13

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

2026PWE-ENG-01-P

ENGINEERING SERVICES
WEST END WASTEWATER TREATMENT PLANT PHASE 2 UPGRADES

CLOSING DATE AND TIME REQUIREMENTS:

Electronic Submissions Only, will be received by the Bidding System

no later than 4:00 p.m. local time on Friday, March 13, 2026.

January 29, 2026

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SECTION 1

1. INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the City of Sault Ste. Marie (the City) is requesting proposals from qualified proponents to provide professional engineering services associated with the Phase 2 Upgrades at the West End Wastewater Treatment Plant as described in Section 2 Terms of Reference of the Request for Proposal document.

1.2 Methodology for Submitting Proposals

Registering to Bid

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and be registered as a Plan Taker for the Proposal opportunity.

Electronic Submission

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is allotted to complete the Proposal Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Proponents should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity.

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

1.3 Errors, Omissions, Clarifications

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal.

Submitting questions and receiving addendums

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific proposal opportunity.

An addendum issued through the bidding system is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

Proponents shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Proponent to review all Addenda that are issued. Proponents should check online at Sault Ste. Marie Bid Opportunities Website prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.

In the event that a Proponent submits their proposal prior to the issuance of an addenda, the Bidding System will **withdraw** the submission and change the submission status to "**Incomplete**". The Proponent is solely responsible to:

- make any required adjustments to their Bid;
- acknowledge the addendum/addenda; and
- ensure the re-submitted Proposal is received by the Bidding System no later than the stated Proposal closing time and date.

1.4 Withdrawal/Decline of Proposal

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, errors, or irregularities of any kind, may be rejected as informal.

1.6 Proposal Evaluation

The successful proponent will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below. A committee composed of City staff will be used in the selection process. The proponent shall outline:

1) Firm's and Consulting team's demonstrated expertise in non-linear wastewater infrastructure of similar scope. Include relevant past experience on similar projects and professional representative experience including references and key personnel (30%);

2) Detailed proposed work plan and methodology to be undertaken, including any other information or content relevant to the completion of project (35%);

3) A detailed schedule recognizing critical deliverables, progress meetings and timelines (15%); and

4) A fee or commission schedule (showing HST as extra). No further payment will be made above this figure unless authorized in advance by the City (20%).

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

The above list of criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. Negotiations will not constitute a legally binding offer to enter into a contract on

the part of the City or the proponent.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required. **Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.**

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Site Inspection and Requirements of Work

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

Proponents wishing to visit the site of the proposed works shall provide a minimum of forty-eight (48) hours of notice through the following contact:

Robert Boston, Supervisor, Environmental Operations; telephone 705.949.1914 or cell 705.971.2209; or by email to robert.boston@ssmpuc.com

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract and shall be kept current for the duration of the Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement can be found by visiting Sault Ste. Marie Health and Safety page. Responsibility for compliance with this requirement for its Subcontractors is the responsibility of the successful Contractor. Failure to comply with the requirements of this Program will result in loss of the contract.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

1.9 Schedule

(A) Release of RFP: January 29, 2026
(B) Question Close: February 18, 2026
(C) Submission of Proposal: March 13, 2026, by 4:00 p.m. local time (Eastern)

(D) Recommendation of Award: April 2026
(E) Commencement of Services: May 2026

The City reserves the right to alter the scheduling of items “D” to “E”. Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated. Complete Contact Coordinates including email address shall be included in the Proposal.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal may be limited to written notification to all Proponents of the successful Proponent’s name and address only. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained

in the *Act*.

1.14 Indemnification and Insurance

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

In addition to the Insurance required for compliance with the requirements of the City's Contractor Pre-Qualification Program, the successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the Project.

1.15 Agreement for Services

The City Purchase Order issued, the Proposal submitted by the successful Proponent and the RFP as issued and amended shall constitute the Agreement for this Project.

The successful Proponent will be required to enter into an agreement for professional services such as a standard MEA/CEO for engineering services, with the City's Insurance and Indemnity Provisions Supplementary Conditions (*Attachment*); and with a fee limit established at the outset of the agreement. Additional fees for unforeseen work that may be required must be approved in writing by the City prior to expenditure. An alternate agreement may be approved for use provided it meets city requirements

SECTION 2

2. TERMS OF REFERENCE

2.1 Introduction

The Corporation of the City of Sault Ste. Marie (the "City") is requesting proposals from qualified Vendors to provide professional engineering services for the Phase 2 upgrades at the West End Wastewater Treatment Plant.

This phase of the project will address key process and infrastructure improvements identified through the West End Water Pollution Control Plant Upgrading Study, including the primary and secondary clarification systems, aeration system, disinfection system, and associated building and site works. In addition to these major elements, the scope will encompass miscellaneous items identified in the Study, as well as any other works reasonably assumed to form part of a comprehensive upgrade.

2.2 Background

The West End Wastewater Treatment Plant (WEWWTP) was commissioned in 1985 and is a conventional activated sludge treatment facility with a design capacity of 20 megalitres (ML) per day. The facility receives wastewater flows from the western portion of the City through three principal pumping stations located at 291 John Street (John Street PS), 800 Young Street (Young Street PS), and 55 Allen's Side Road (Main PS).

The West End Water Pollution Control Plant Upgrading Study *(Attached)* conducted in 2014 identified a series of priority upgrades through a phased implementation plan. Phase 1 renewed headworks, dewatering, HVAC, major electrical upgrades, and various maintenance inefficiencies. Opportunity to incorporate additional items under Phase I were a Disinfection Study, Effluent Pump Replacements, and a new Septage Receiving Station.

Remaining renewal upgrades and rehabilitations to be completed as Phase 2 are the primary clarifiers, aeration systems, secondary clarifiers, disinfection system, and other miscellaneous items.

2.3 Project Scope

The City intends to proceed with the design and construction of Phase 2 upgrades as identified in the West End Water Pollution Control Plant Upgrading Study. The works will include major process and mechanical renewals associated with the primary and secondary clarification systems, aeration system, disinfection system, and miscellaneous buildings and site works. Supporting studies, field investigations, and coordination with existing operations will also be required.

The following forms the scope of work:

1. Data Collections and Field Verification
2. Preliminary design; Related studies
3. Equipment pre-selection
4. Detailed design
5. Preparation of all applications for regulatory approvals
6. Contractor pre-qualification
7. Tendering and award, and
8. Contract administration.

2.3.1 Primary Clarifiers

Two rectangular primary clarifiers currently operate using travelling-bridge sludge collectors that have reached end-of-service life. Phase 2 will replace these mechanisms with chain-and-flight type collectors, providing improved reliability and reduced maintenance.
Scope of work includes:

- Removal of existing travelling bridge assemblies.
- Installation of new chain-and-flight mechanisms and supporting structure.
- Concrete tank rehabilitation and repair of all deteriorated surfaces, including those in existing tunnels and pipe galleries],
- Installation of new scum troughs and potential weir modifications.
- Recommendation for new scum handling system (new tank with access improvements, pump system to sludge tanks, or other feasible solutions to avoid hauling).
- Electrical and instrumentation modifications; and
- Construction staging, scheduling, and regulatory considerations when a primary clarifier is out of service (100 MLD system capacity).

2.3.2 Aeration System

The existing aeration system consists of four positive-displacement blowers supplying two rectangular aeration tanks, each divided into two cells with fine-bubble diffusers. The current configuration offers limited turndown capability, poor energy efficiency, and high noise levels. Upon completion of the aeration study, it will be required to incorporate feasible recommendations.

The upgrades will include:

- Replacement of all blowers with high-speed, variable-output turbine blowers.
- Replacement of fine-bubble diffusers with new ceramic or membrane disc diffusers optimized for energy efficiency and oxygen transfer.
- Assess, repair or replace aeration piping.
- New control system integration and dissolved-oxygen monitoring; and
- Ventilation improvements to the blower building to address heat dispersion and noise control.

- Concrete tank rehabilitation and repair of all deteriorated surfaces.
- Construction staging, scheduling, and regulatory considerations when a secondary clarifier is out of service (50 MLD system capacity).

2.3.3 Secondary Clarifiers

The two existing 30 m diameter secondary clarifiers will receive new mechanical mechanisms to improve performance, reliability, and sludge management.

Proposed upgrades include:

- New clarifier mechanisms with improved energy and torque characteristics.
- Addition of modified inlets and flocculation wells.
- Installation of peripheral baffles to reduce short-circuiting.
- Assess, repair or replace return activated sludge piping.
- Consideration of effluent weir covers to minimize algal growth; and
- Electrical and control upgrades as required.

2.3.4 Disinfection System

The existing gas chlorination and sodium-bisulphite dechlorination systems will be decommissioned and replaced with ultraviolet (UV) disinfection. This work implements recommendations from the Phase 1 disinfection assessment.

The UV system will provide compliant effluent disinfection without the use of hazardous chemicals, eliminating residual chlorine discharge to the St. Mary’s River.

Scope includes:

- Detailed process and hydraulic evaluation of UV options;
- Design and installation of new UV channels, lamp banks, and control equipment;
- Electrical and instrumentation modifications; and
- Removal of chlorine and bisulphite (dechlorination) feed systems and related building components.

2.3.5 Ancillary and Building Upgrades

In conjunction with the process improvements, the following upgrades are anticipated:

- Replacement of selected pumps and valves reaching end of service life.
- Building envelope repairs, HVAC modernization, and lighting upgrades.
- Other components required for efficient operations (e.g. hoists, removable barriers, water supply, door modifications, etc.)
- Electrical service and MCC renewals where required for new equipment; and
- General structural, access, and safety improvements.

2.3.6 Supporting Studies and Investigations

The Consultant shall undertake or coordinate all studies required to support the final design. These include but are not limited to:

- MP4 Assessment of electrical systems
- Geotechnical Investigation to confirm subsurface conditions at proposed equipment and tank locations.
- Aeration Study to review available technology and recommend feasible alternate.
- Structural Assessment of existing tanks, slabs, and walls.
- Electrical Load and Distribution Study.
- HVAC and Ventilation Review for blower and UV buildings.
- Noise and Vibration Assessment (aeration); and
- ECA Amendment Preparation and Submission.

2.4 Deliverables

The Consultant shall provide the following as part of this assignment:

1. Preliminary Design Report – confirming condition, options analysis, preferred solutions, Class “C” cost estimate, and implementation sequencing.
2. Detailed Design Package – drawings and specifications suitable for tender, with Class “B” cost estimate.
3. Tender Support – preparation of front-end documents, addenda, and evaluation summary.
4. Construction Administration – site inspection, progress meetings, and contract certification.
5. Commissioning and Record Documentation – performance verification, O&M review, and as-constructed drawings (AutoCAD + PDF).

2.5 Project Schedule

The project schedule is expected to align with the following milestones:

Milestone	Target Date
Consultant Award	April 2026
Preliminary Design Report	December 2026
Detailed Design Complete	June 2027
Contractor Pre-Qualification	August 2027
Tender & Award	Fall 2027
Construction	Fall 2027 – December 2028

Milestone	Target Date
Commissioning	Spring 2029
Warranty Completion	December 2029

The Consultant shall submit a detailed schedule within ten (21) days of project initiation and maintain updates monthly.

2.6 Legislation and Approvals

The Consultant shall ensure that all activities comply with applicable federal and provincial environmental and occupational legislation, including requirements under the Environmental Assessment Act, Ontario Water Resources Act, and Environmental Protection Act.

All necessary ECA amendments and related submissions to the Ministry of the Environment, Conservation and Parks (MECP) shall be prepared as part of this assignment.

2.7 Operations and Coordination

Ongoing coordination with City Operations Staff is critical to the success of this project. The Consultant shall engage operations personnel throughout the design process to ensure constructability, maintainability, and sequencing are compatible with continuous treatment operations.

During construction, the Consultant shall prepare a bypass and sequencing plan to minimize disruption and ensure regulatory compliance.

2.8 Fee Schedule

Proponents shall provide a fee schedule broken down into steps reflecting the required scope of services listed in the requirements above. Time allotments, including staff names and disbursements must be identified for each step. Fees associated with subconsultants must be listed in a similar fashion. Agents will not be reimbursed for travel expenses.

SECTON 3

3. SUBMISSION REQUIREMENTS

Proposals shall be provided in the Document Upload section of the Bidding System. Your proposal should consider the following:

1. Proponent contact information
2. Company overview
3. Demonstrated business-experience of the proponent
4. Project team experience and expertise
5. Methodology – delivery of design and construction
6. Deliverables
7. Project schedule
8. Other considerations
9. Fee schedule

Proponent Contact – Designate a contact person for this RFP process and for any clarifications or communication that might be necessary. Include Company's full legal name with address; contact name and title, contact phone and email, and name of Company's authorized signatory.

Company Overview – Introducing your Company outlining information such as history, description of firm, size and range of activities, including relevant wastewater facility design experience of the proponent.

Demonstrated business experience of the proponent. Proposals shall include details of the experience of the Principals and other Key Personnel that will be involved in the Project. Include examples of three (3) relevant projects comparable to this request and provide contact information for three (3) client references within the last five (5) years.

Project Team Experience and Expertise – Detail skills, qualifications, and certifications of Proponent (Principals) and Key Staff for their proposed roles in providing the deliverables as demonstrated in operations of a similar type, size and complexity. A description of the key members of the project team and relevant expertise. (CVs, may be provided).

Methodology – Provide detailed proposed workplan and methodology, ensuring the key components of the works as outlined in project scope will be delivered.

- Demonstrate their understanding of scope and purpose of the project requirements outlined.
- Identify major work criteria of the services, with clear explanation of steps required to achieve the deliverables outlined. Outline any known challenges and risks associated with the project.

- Outline any additional services, value add which may be beneficial to delivery and completion of the project.

Deliverables – Outline how deliverables requirements are met, within your solution.

Project Schedule – Detail the anticipated timeline to realize the development and delivery of the proposed milestones outlined.

- Provide an attached Schedule Chart mapping tasks; phases; timelines etc, provided in the Document Upload section of the Bidding System.

Other considerations – Provide outlines detailing your approach relating to Legislation & Approvals requirements; and Operations & Coordination with City Staff.

Fee Schedule – Fee outline for the total cost of the services, pricing in Canadian Dollars.

It is preferred that the fee schedule be “All Inclusive” with HST shown as extra. A minimal number of exclusions should be shown – must be itemized and costed with the Proposal.

Invoicing shall be limited to services actually performed in accordance with the fee schedule proposed.

- Provide an attached Task-Cost Matrix providing breakdown of fees, provided in the Document Upload section of the Bidding System.

SECTION 4

4. APPENDICES

Applicable (plans/drawings/attachments)

The following list of documents are provided as attachment and form a part of the RFP document:

- West End Water Pollution Control Plant Upgrading Study
- City Insurance and Indemnity Provisions to MEA-CEO Agreement Supplementary Conditions

Addendum #1
Bid Opportunity: 2026PWE-ENG-01-P - Professional Services-West End Wastewater Treatment Plant Phase 2 Upgrades
Closing Date: Friday, March 13, 2026 4:00 PM

Question 1:

Under RFP Section 2.3.6 it is noted that "The Consultant shall 'undertake or coordinate' all studies…", please confirm that all studies listed should be included in the Consultant's fee schedule, with sub-consultants retained where required and with those fees included as well as part of the base scope.

Answer 1:

Yes, all studies included in the proposal should be listed in the Consultant's fee schedule, with sub-consultants retained where required. Include fees as part of base scope.

Question 2:

Please confirm if an assessment of past uses (APU) report and an Environmental Soil Characterization Program (ESCP) should be included in the Consultant's base fee schedule based on the Ontario Regulation 406/19.

Answer 2:

We do not anticipate a significant amount of excess soil leaving the site, which can be dealt with during detailed design.

Question 3:

Please confirm if a hydrogeological investigation and report should be included as provisional in the Consultant's fee schedule.

Answer 3:

If this is the proponent's recommendation, then yes, include it in the proposal.

Question 4:

Under RFP Section 2.8 It notes that “Agents will not be reimbursed for travel expenses.” Please confirm the Consultant will be reimbursed for travel expenses/disbursements that are budgeted in the fee schedule and within the Upset Cost Limit.

Answer 4:

The consultant shall be reimbursed for travel expenses and disbursements budgeted in the proposal.

Question 5:

Is there any existing geotechnical and/or hydrogeological information for the site to assist bidders with costing?

Answer 5:

No, existing geotechnical and/or hydrogeological information is not available for the site, although some historical borehole records may be provided to the successful proponent. If the proponent’s recommendation is to undertake geotechnical work, the proponent shall solicit quotations from geotechnical firms to perform the required geotechnical investigation as per section 2.3.6.

Question 6:

Please confirm if the City will use the ACEC MEA Client/Engineer Agreement for Professional Consulting Services (2024 Version 4.0) for this project.

Answer 6:

Yes, with the City's Insurance and Indemnity Provisions Supplementary Conditions, as included within proposal documents.

Question 7:

In Section 2.5, it is stated: "The Consultant shall submit a detailed schedule within ten (21) days of project initiation and maintain updates monthly." Please confirm the timeline for delivery of this schedule.

Answer 7:

Correction to section 2.5 shall be revised to state as follows: The Consultant shall submit a detailed schedule within twenty-one (21) days of project initiation and maintain an updated monthly schedule.

Question 8:

Please confirm the Phase 2 upgrades do not include any anticipated works within the Main Pump Station.

Answer 8:

Confirmed, the scope of work excludes the Main Pump Station.

Question 9:

Please confirm if the 'Ancillary and Building Upgrades' applies to the Secondary Bypass Building between the primary clarifiers and aeration tanks.

Answer 9:

Yes, pipes in tunnels should be assessed. This was mentioned in 2.3.1 – "Concrete tank rehabilitation and repair of all deteriorated surfaces, including those in existing tunnels and pipe galleries."

Question 10:

Please confirm if the City's preference is for an indoor UV equipment installation inside a new brick-and-mortar UV facility.

Answer 10:

We anticipate a new building to be required; however, we are open to alternative proposals.

Question 11:

Part 2.3.5 Ancillary and Building Upgrades notes 'Replacement of selected pumps and valves reaching end of service life.' Clarify which 'selected' pumps and valves are to be replaced.

Answer 11:

Primary sludge pumps, to be confirmed in the detailed design phase.

Question 12:

Part 2.3.5 Ancillary and Building Upgrades notes 'Building envelope repairs, HVAC modernization, and lighting upgrades.' Clarify which buildings are anticipated to need building envelope repairs, HVAC and lighting modifications and the extent of work required for each building under this project.

Answer 12:

HVAC modifications in the blower building. Most of the lighting was completed in the first phase. The proponent shall make recommendations in the detailed design phase.

Question 13:

Per RFP item 2.3.6, the Consultant shall undertake studies, including an MP4 assessment of electrical systems. It is our understanding that this task shall be achieved by performing a condition assessment and producing a detailed electrical report with recommendations for improvements. Please confirm or advise on any additional requirements associated with MP4 assessment including but not limited to any special certified report.

Answer 13:

Remove MP4 Assessment of electrical systems from section 2.3.6. This will be procured separately after completions of the project.

Question 14:

Per RFP item 2.3.6, the Consultant shall perform an electrical load and distribution study. Could the City confirm if the consultant shall also perform short circuit, arc flash and coordination protection studies? Based on CSA Z462, the arc flash risk assessment shall be reviewed and updated when major modifications or renovations take place, and at intervals not to exceed five years.

Answer 14:

The arc flash assessment shall be done as per CSA Z462, as the arc flash risk assessment is required when major modifications or renovations take place. The MP4 Assessment shall be removed from the project and procured separately after the phase 2 upgrades to consolidate electrical as-built information.

Question 15:

Please confirm the Phase 2 upgrades do not include any anticipated works within the Headworks B Building.

Answer 15:

Confirmed.

Question 16:

Can the City please confirm if any existing monitoring wells are available at the site? If so, can they be accessed during the field investigation for water level measurements?

Answer 16:

Historical borehole information may be provided to the successful proponent.

Question 17:

Please confirm the number of hours to be carried by bidders for site inspection and the anticipated construction duration in weeks.

Answer 17:

An estimate of construction duration shall be determined by the proponent.

Question 18:

Please confirm if detailed design packages will be submitted at multiple milestones (eg., 60% and 90%) before the tender package is issued.

Answer 18:

Confirmed

Question 19:

Please confirm the expected post-construction warranty period duration (1 year) and if bidders shall carry costs for warranty period support services (eg., warranty period walk-through)

Answer 19:

Confirmed

End of Addendum

Addendum #2
Bid Opportunity: 2026PWE-ENG-01-P - Professional Services-West End Wastewater Treatment Plant Phase 2 Upgrades
Closing Date: Friday, March 13, 2026 4:00 PM

Question 1:

For consistency between submissions, could the City please define the number of Site Inspection hours? This will allow for a fair comparison of this significant scope component as opposed to leaving each proponent to make assumptions about how much time to carry. For this size of project, it is suggested that one full time inspector is required. For consistency, should all submissions show 2800 hours (40 hours/week for 70 weeks) for the Site Inspector?

Answer 1:

For the purpose of this RFP, Proponents shall assume that one (1) full-time resident site inspector will be required for the entire construction period, estimated at a total duration of seventy (70) weeks

End of Addendum

2026PWE-ENG-01-P - Professional Services-West End Wastewater Treatment Plant Phase 2 Upgrades

Opening Date: January 29, 2026 1:00 PM

Closing Date: March 13, 2026 4:00 PM

Vendor Details

Company Name:	AECOM Canada ULC
Does your company conduct business under any other name? If yes, please state:	AECOM Canada Architects Ltd.
Address:	105 Commerce Valley Drive West, 7th Floor Markham, Ontario L3T 7W3
Contact:	Natalie Ioannides
Email:	natalie.ioannides@aecom.com
Phone:	905-747-7760
Fax:	905-886-9494
HST#:	850170416

Submission Details

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Submitter's IP Address:	147.243.242.135

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. Pricing in Canadian Funds.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.

FEE ESTIMATE - PROFESSIONAL SERVICES

Provide pricing in Canadian Dollars (excluding HST). HST is extra to tendered pricing and shall not be included in the Unit Price tendered

Proponent shall provide a fee estimate for the total cost of the services.

An attached Task-Cost Matrix providing breakdown of fees shall be provided in the Document Upload section of the Bidding System, and shall equal the fee estimate provided.

Description	Lump Sum Price *
Bid Price for the Work as specified in the Bid Call Documents	$3,818,665.3100
Subtotal:	$ 3,818,665.31

Summary Table

Bid Form	Amount
FEE ESTIMATE - PROFESSIONAL SERVICES	$ 3,818,665.31
Subtotal Contract Amount:	$ 3,818,665.31

PROPONENT CONTACT INFORMATION

Proponents are to fill out the following form, designating one person to be the contact for this RFP process and for any clarifications or communication that might be necessary.

Proponent Information	Response *
Company's Full Legal Name	AECOM Canada ULC
Office Address	523 Wellington Street East Sault St. Marie, Ontario P6A 2M4 Canada
Contact Name and Title	Neil Awde, P.Eng. Vice President, Water, Greater Ontario
Contact Phone and Email	+1-519-673-0510 neil.awde@aecom.com
Name of Company's Authorized Signatory	Neil Awde

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Proposals submitted should consider the following:

1. Proponent contact information
2. Company overview
3. Demonstrated business experience of the proponent
4. Project team experience and expertise
5. Methodology - delivery of design and construction
6. Deliverables
7. Project schedule
8. Other considerations
9. Fee schedule

as described within RFP document

(Note maximum file upload size and use additional document upload(s) as required)

- PROPOSAL for Professional Services requested - West End Wastewater Treatment Plant Phase 2 Upgrades - 2026PWE-ENG-01-P_West_End_WWTP_Phase2_Upgrades_AECOM Submission_FINAL.pdf - Friday March 13, 2026 13:52:08
- Resume (CV) of Team Members - 2026PWE-ENG-01-P_Curricula Vitae_AECOM Submission.pdf - Friday March 13, 2026 13:52:22
- Schedule Chart - 2026PWE-ENG-01-P_Proposed Project Schedule_AECOM Submission.pdf - Friday March 13, 2026 13:52:38
- Task-Cost Matrix - 2026PWE-ENG-01-P_Task-Cost Matrix_AECOM Submission.pdf - Friday March 13, 2026 13:52:55
- Additional Document (optional)

Addenda, Terms and Conditions

I/We the undersigned, hereby submit the attached Proposal to satisfy the requirements laid out by the Corporation of the City of Sault Ste. Marie.

I/We have reviewed and understand the Information to Proponents (Section 1) of the RFP and agree to the terms and conditions contained therein in submitting this Proposal.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is further understood and agreed that the lowest or any Proposal will not necessarily be accepted and that the City reserves the right in its absolute discretion to reject any or all Proposals, or accept the Proposal deemed most acceptable to the City. The City further reserves the right to negotiate with the successful Proponent to finalize the terms and conditions of the Proposal.

☑ I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. - Neil Awde, Vice President, Water, Grater Ontario, AECOM Canada ULC
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest? ○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
2026PWE-ENG-01-P Addendum #2 Thu February 26 2026 10:47 AM	☑	1
2026PWE-ENG-01-P Addendum #1 Wed February 25 2026 01:25 PM	☑	6

West End Wastewater Treatment Plant Phase 2 Upgrades

Proposal for Professional Services



Request for Proposal

The Corporation of
the City of Sault Ste. Marie

Carl Rumiel, P.Eng.,
Director of Engineering
Public Works and
Engineering Services

99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

Proposal number: 2026PWE-ENG-01-P
Friday, March 13, 2026

CELEBRATING
115 years in Canada

AECOM Canada ULC
523 Wellington Street East
Sault Ste. Marie, ON P6A 2M4
Canada

T: 705.942.2612
F: 705.998.2397
aecom.com

City of Sault Ste. Marie
Carl Rumiel, P.Eng., Director of Engineering
Public Works and Engineering Services
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6

March 13, 2026

2026PWE-ENG-01-P

Submitted via Bids and Tenders

Subject: West End Wastewater Treatment Plant Phase 2 Upgrades

Dear Carl Rumiel:

AECOM Canada ULC (AECOM Canada) is pleased to submit our proposal to the Corporation of the City of Sault Ste. Marie (the City) for review and consideration to provide professional services for the West End Wastewater Treatment Plant Phase 2 Upgrades, in response to your request for proposals (2026PWE-ENG-01-P). Our response has been prepared following a careful review of your request for proposal documents issued on January 29, 2026, and Addenda 1-2. It highlights our experience and capability to complete this multi-disciplinary project efficiently and promptly for the City. Key points of our proposal include:

- Team members thoroughly familiar with the West End WWTP and other wastewater infrastructure in the City of Sault Ste. Marie through previous and ongoing work. **Neil Awde**, our Project Manager, has overseen the Biosolids Management Facility, the Wastewater Master Plan, the East End WWTP UV Upgrade, the East End WWTP Mixing System Upgrades, and other projects with the City of Sault Ste. Marie. **John Griffiths** will provide site inspection services during construction and as needed, offer insights alongside **Rick Talvitie** during the design phase. Other members of our project team have been involved with the ongoing Mixing System Upgrades, Wastewater Master Plan, Biosolids Management Facility, and previous upgrades at the West End WWTP throughout their tenure with AECOM Canada.
- Team members with extensive experience in wastewater treatment plant upgrade projects, including the recent Tillsonburg WWTP Upgrades (County of Oxford), ongoing Walden WWTP Upgrades (City of Sudbury), and several others. Our team has recent experience designing and selecting equipment for new UV disinfection systems through our ongoing work at the East End WWTP, Walden WWTP, and Greenway WWTP (City of London), all of which involve installing Trojan UVSigna units in new or existing facilities. Neil Awde, our Project Manager, **Matt Simons,** our Process Lead, and Phil Spencer, our Project Delivery Lead and Contract Administrator, were deeply involved in the design and/or construction of each of these projects.
- A dedicated delivery team focused on timely project completion. **Phil Spencer**, our Project Delivery Lead, has efficiently coordinated and delivered comprehensive, detailed designs for water and wastewater infrastructure upgrades and renewal projects within strict timelines. His exceptional attention to detail and ability to identify and resolve cross-disciplinary design issues will be vital for successfully completing this project's design.
- The wide range of technical resources needed to address the various issues and deliverables expected for this project—covering technical, environmental, economic, and construction aspects—and the ability to do so quickly to replace the aging infrastructure at the West End WWTP in a timely manner. As a full-service firm, AECOM Canada's team has the full suite of engineering disciplines and field staff required to cover all aspects of this assignment.

We confirm that we have no conflicts of interest with this project and look forward to collaborating with you on this exciting opportunity. Our team is fully prepared to move forward with this assignment. Our resources are ready and dedicated to executing our proposed work plan, timeline, and fee estimate. We trust this proposal aligns with your requirements.

Should you have any questions regarding our submission, please do not hesitate to contact our Project Manager, **Neil Awde**, by cell at 519-476-6052, or by email at neil.awde@aecom.com.

Sincerely,
AECOM Canada ULC

Awde, Neil
Digitally signed by Awde, Neil
DN: cn=Awde, Neil, ou=AECOMUsers
Date: 2026.03.13 13:34:44 -04'00'

Neil Awde, P.Eng.
Vice President, Water, Greater Ontario
AECOM Canada ULC

Peter McAllister, P.Eng., PMP
Associate Vice President, Water, Greater Ontario
AECOM Canada ULC

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This document has been prepared by AECOM Canada ULC ("AECOM") for the sole use of our client (the "Client") in accordance with generally accepted consultancy principles, the budget for fees and the terms of reference agreed between AECOM and the Client. Any information provided by third parties and referred to herein has not been checked or verified by AECOM, unless otherwise expressly stated in the document. No third party may rely upon this document without the prior and express written agreement of AECOM.

Prepared for:

City of Sault Ste. Marie
Carl Rumiel, P.Eng., Director of Engineering
Public Works and Engineering Services
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5X6
Canada

Prepared by:

AECOM Canada ULC
523 Wellington Street East
Sault Ste. Marie, ON P6A 2M4
Canada

T: 705.942.2612
F: 705.998.2397

aecom.com

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Proposal Assumptions and Limitations

AECOM Canada ULC will perform all professional services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published professional standards, as well as laws, regulations, bylaws, building codes, and governmental rules.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means, methods, techniques, sequences, and procedures, all of which remain the sole responsibility of the contractor performing the work.

AECOM Canada ULC is a wholly owned subsidiary of AECOM (NYSE: ACM). As with any large engineering company, AECOM's operating companies may become involved in claims, litigation, and alternative dispute resolutions (hereinafter "Claims").

AECOM does not comment on pending or past Claims for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled Claims, which often are associated with confidentiality and non-disclosure agreements.

AECOM maintains adequate insurance for its professional services. Further, AECOM has no reason to believe that any of the Claims could reasonably be expected to materially impact AECOM's ability to perform services under this or any other contract. If you have further questions, please let us know.

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This proposal may contain confidential information and may not be provided to anyone other than the addressee and its employees without AECOM's written consent

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1. Proponent Contact

As part of our submission for the City of Sault Ste. Marie's (the City) Request for Proposal (RFP) for Professional Engineering Services – West End Wastewater Treatment Plant Phase 2 Upgrades, we designate a primary contact person to facilitate all communications, clarifications, and correspondence related to this RFP process. This provides the City with a reliable and accessible point of contact for any matters that may arise during the evaluation and negotiation phases.

The following information is provided in accordance with the RFP requirements:

Company's Full Legal Name:

AECOM Canada ULC (AECOM Canada)

Office Address:

523 Wellington Street East
Sault Ste. Marie, ON P6A 2M4, Canada

Contact Name and Title:

Neil Awde, P.Eng.
Vice President, Water, Greater Ontario

Contact Phone and Email:

+1-519-476-6052
neil.awde@aecom.com

Name of Company's Authorized Signatory:

Peter McAllister, P.Eng.
Associate Vice President, Water, Greater Ontario

Our designated contact will serve as the official liaison for all communications related to this RFP, including responses to clarifications, receipt of addenda, and any other information the City considers relevant. Our organizational chart, shown in Figure 1 in Section 4, outlines the communication channels between the City and our staff.

2. Company Overview

2.1 Profile and Corporate History of AECOM Canada ULC



AECOM Canada ULC (AECOM Canada) is a trusted infrastructure consulting firm, delivering professional services throughout the entire project lifecycle – from planning, design, and engineering to program and construction management. Our clients in both the public and private sectors trust us to solve their most complex challenges across transportation, buildings, water, new energy, and environmental sectors. A shared purpose motivates our teams to deliver a better world through our unmatched technical expertise and innovation, a culture grounded in equity, diversity and inclusion, and a strong commitment to environmental, social, and governance priorities.

Our global network of approximately 51,000 employees delivers projects in over 150 countries worldwide, united by common goals and values — delivering unrivalled expertise, protecting people and the environment, and delivering a better world.

AECOM Canada is a proud Canadian business that strongly supports Canadian interests across the country and abroad. Our legacy in Canada spans over 115 years, driven by an unwavering commitment to shaping the country's infrastructure and consistently adapting to meet Canada's changing needs. AECOM Canada ULC (formerly AECOM Canada Ltd.) was formed in 2009 through the amalgamation of several well-established Canadian firms, including UMA Engineering Ltd. (founded in 1911), Gartner Lee (1973), Totten Sims Hubicki Associates (1962), and Earth Tech (Canada) Inc. (which resulted from the 1970 merger of Proctor & Redfern and Reid & Crowther), along with other Canadian affiliates. In Canada, AECOM Canada has over 3,600 employees across 28 office locations and serves the markets of Water, Transportation, Community Infrastructure, Environment, and Design sectors.

AECOM remains at the top of Engineering News-Record's Top 500 design firms list, ranked #1 as the leading Design Firm and #1 in Water, Transportation, General Building, and International Markets. This year, AECOM earned No. 1 on Engineering News-Record's 2025 Top Green Design Firms list for the second consecutive year and was ranked No. 2 on the Top Green Contractors list.

As a trusted professional services firm driven by deep technical expertise, we address our Clients' complex challenges in water, environment, energy, transportation, and buildings. Our teams' partner with public- and private-sector clients to develop innovative, sustainable, and resilient solutions throughout the project lifecycle – from advisory, planning, and design to engineering and program and construction management.

2.2 Past Works with the City of Sault Ste. Marie

AECOM Canada has maintained a longstanding relationship with the City of Sault Ste. Marie. Based on our recent project reviews and ongoing consultant appraisal interviews, it is understood that the City personnel regard our work as high-quality, thorough, and complete. We are also ranked favourably alongside other service providers. AECOM Canada's goal is to deliver quality projects on time and within budget to the satisfaction of City staff. We continuously monitor and adjust resources and efforts to achieve this goal.

Our Project Manager, Neil Awde, Deputy Project Manager, Tara Abernot, and Project Advisor, Rick Talvitie, have worked together with the City on several wastewater projects over the past decade. Neil, Tara, and Rick are dedicated to providing quality services to the City, as evidenced by their past work.

AECOM Canada is well known to the City and is very familiar with the West End Wastewater Treatment Plant (WWTP), having completed the original design/construction administration, the Upgrading Study, which formed the basis of the current proposed works, and, more recently, the Phase 1 Upgrades.

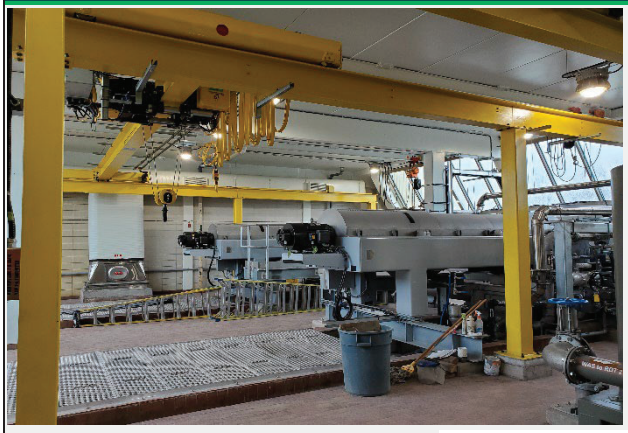
2.3 AECOM Canada's Experience in Wastewater Facility Design Across Ontario

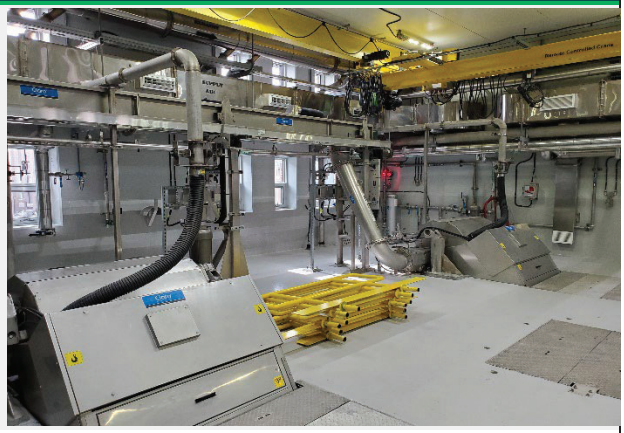
AECOM Canada has demonstrated its capability to deliver major wastewater treatment plant (WWTP) projects in Ontario and achieve our client's objectives. As a single entity, we have designed and managed the construction of more medium- and large-scale wastewater treatment plant upgrades and expansions in Ontario over the past 10 years than any other firm in the province. Our extensive experience in WWTP design and contract administration has allowed us to develop TechEx Connect (formerly the Technical Practice Network) and internal Guidance Documents for Design and Contract Administration, creating formalized processes for our team. These knowledge resources enable us to strengthen design and contract practices, ultimately benefiting our clients.

3. AECOM Canada's Demonstrated Business Experience

Below are three (3) projects with technical and professional service scopes similar to those of the West End WWTP Phase 2 Upgrades. These projects have been completed by our proposed team within the last five (5) years or are currently underway. Key personnel involved in each project are listed within the project description to demonstrate our proposed team's experience on projects of similar scope.

West End WWTP Phase 1 Upgrades, Sault Ste. Marie, ON





Client Reference
Carl Rumiel, P.Eng.
Director of Engineering
705-759-5379

Project Timeline
Design start: Jun 2016
Construction start: Jul 2020
Substantial performance: Feb 2023

Professional Services
Preliminary design
Detailed design
Permits and approvals
Tender period support
Contract administration
Site inspection
Commissioning
Warranty period services

Key Personnel
Neil Awde – PM
Matt Simons – Process
Jeff Petts – Civil
John Pucchio – Structural
Jan Gruber – Mechanical
Will Dohmen – I&C
George Malota – CADD and Commissioning

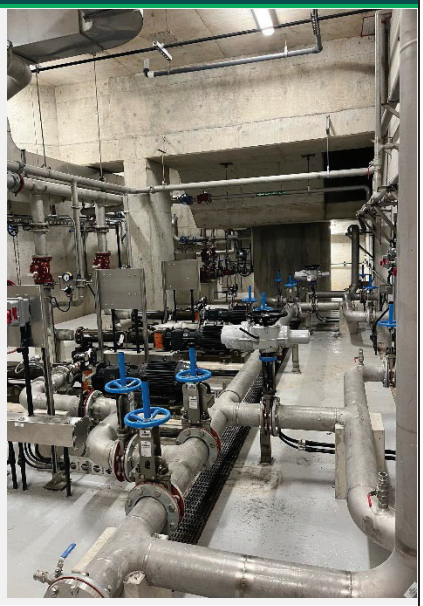
In 2012, AECOM conducted a process capacity, condition assessment, and process evaluation of the West End WWTP. A series of Technical Memoranda was prepared to summarize the plant's status, provide recommendations for upgrading aging equipment and infrastructure, and improve operations. A phased approach to implementing various capital and maintenance upgrades was developed based on priorities and the City's budget limitations.

The City of Sault Ste. Marie later retained AECOM to design Phase 1 of the upgrades at the West End WWTP. The project involved designing and constructing a new inlet and screenings facility, as well as retrofitting the existing septage unloading and sludge dewatering systems. The new Headworks Building 'A' included the design and installation of self-cleaning mechanical screens (50,000 m^3/day), screening wash presses, a grit classifier, and an extension of the existing channels. The upgrade of the sludge dewatering system included pre-selecting, designing, and installing two rotary drum thickeners (50 m^3/hr), two centrifuges, an above-grade WAS holding tank, TWAS holding tanks, feed pumps, and polymer make-down and dosing systems. It also included a 3D scan of the existing infrastructure and a feasibility study for the proposed disinfection upgrades.

The Phase 1 upgrades also included an electrical distribution overhaul, including a new 2000A main switchboard, ATS, main MCC 'E' replacement, and two (2) new 750 kW diesel generators to provide backup power to the WWTP.

Tillsonburg WWTP Phase 1 Upgrades, Tillsonburg, ON





Client Reference
Reuben Davis
Senior Manager of Engineering Services
rdavis@oxfordcounty.ca
519-539-9800 x3102

Project Timeline
Design start: Aug 2018
Construction start: Jul 2021
Substantial performance: Feb 2025

Professional Services
Preliminary studies
Preliminary design
Detailed design
Permits and approvals
Tender period support
Contract administration assistance
Commissioning
Warranty period services

Key Personnel
Neil Awde – PM
Anna Cleaver – Process
Jeff Petts – Civil
John Pucchio – Structural
Nick Jackson – I&C
George Malota – CADD
Jake vanHeerwaarden – CA

AECOM was retained to upgrade the capacity-limiting processes, restoring the plant's capacity. The goal of the Phase 1 upgrades was to replace ageing infrastructure, identify and eliminate existing hydraulic bottlenecks, and bring the Tillsonburg WWTP into compliance with the Ministry of the Environment, Conservation, and Parks (MECP) design guidelines for the current rated capacity (8,180 m³/day) and effluent standards.

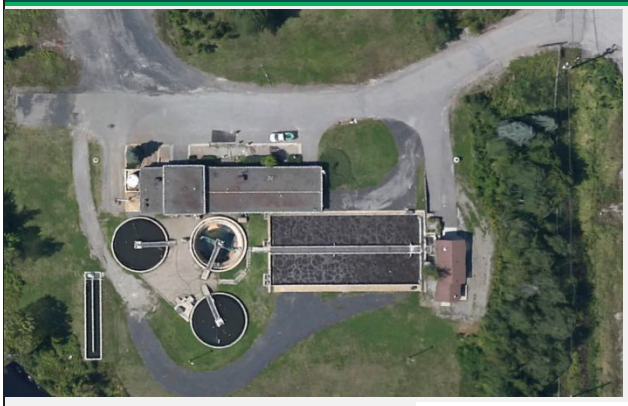
Through a series of preliminary design studies and memoranda, AECOM identified the process upgrades necessary to eliminate existing hydraulic and treatment bottlenecks and bring the plant to its current rated capacity. The preliminary design studies completed for the plant included:

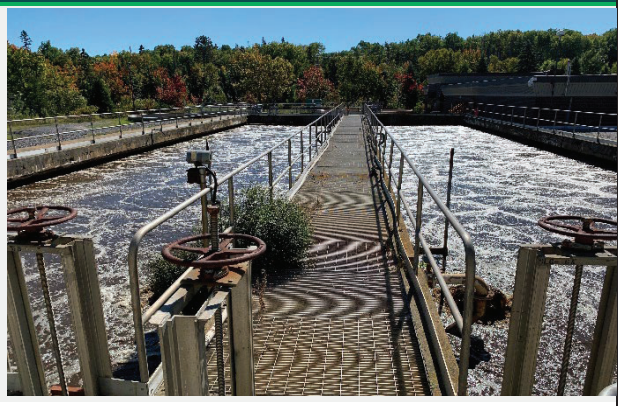
- Hydraulic model and capacity assessment
- BioWin™ model and assessment
- Individual process capacity assessments
- Condition assessment of existing assets

Following the preliminary design studies, the scope of the upgrades and detailed design criteria were determined. The design components of the upgrades that were completed include:

- Design of new headworks building, including mechanical step screens and vortex degritter.
- Two new primary clarifiers and primary sludge pumps.
- One new positive displacement blower.
- One new secondary clarifier and RAS/WAS pumping station, complete with submersible pumps.
- Design of a new sludge thickening facility complete with disc thickeners, polymer dosing system and TWAS pumps.
- New alum holding tank and dosing skid.
- New generator at the influent pumping station.
- Associated structural, mechanical, electrical and control upgrades.

Walden WWTP Upgrade and Expansion, Sudbury, ON





Client Reference
Paul Bazinet
Project Manager, Engineering Services
paul.bazinet@greatersudbury.ca
705-674-4455 x1522

Project Timeline
Design start: Apr 2025
Construction starts: Oct 2026
Substantial performance: Dec 2028

Professional Services
Preliminary studies
Preliminary design
Detailed design
Permits and approvals
Geotechnical investigation
Tender period support
Contract administration
Site inspection
Commissioning support
Warranty period services

Key Personnel
Phil Spencer – Delivery Lead and Process
Jeff Petts – Civil
Ryan Hunt – Structural
Vladislav Bronin – Mechanical
Nasim Naderi – Electrical
Nick Jackson – I&C
George Malota – CADD

The City of Greater Sudbury (CGS) engaged AECOM to design upgrades and expand the Walden WWTP in Sudbury, ON. The project's goals are to increase the plant's rated capacity from 4,500 m^3/day to 10,700 m^3/day to meet the area's long-term service needs and to incorporate flows from the Lively WWTP, which is planned for decommissioning.

AECOM completed a desktop treatment and hydraulic capacity analysis of the existing Walden WWTP to support sizing requirements for the proposed upgrades and expansion.

The scope of the project upgrades and expansion includes:

- New headworks facility including mechanical step screens, wash presses, vortex degritter, and grit classifier.
- New inlet flow equalization chamber to improve regulation of flows from the main tributary pump station.
- New extended aeration treatment train including extended aeration tanks with anoxic zones, secondary clarifiers, and sludge pumphouse.
- New tertiary treatment facility featuring cloth media filters for phosphorus polishing to meet stricter effluent standards, UV disinfection replacing chlorination and dechlorination, and pressurized effluent water distribution.
- New sludge processing system, including a sludge gravity thickener, thickened sludge storage and mixing tanks, and a sludge loading platform.

The project involves using an innovative, cost-effective method for peak flow management and treatment to address high historical influent I&I from the sewer system. This method features a dual-treatment setup to process blended secondary effluent and secondary bypass flows using tertiary cloth media filters and UV disinfection.

The design is being completed on an expedited timeline due to funding requirements. The project is currently in the detailed design phase, with tendering scheduled for Fall 2026.

In addition to the above projects, our proposed team has been involved in planning, design, and/or contract administration for several other related projects. Upon request, we can provide additional project profiles and references for other related projects.

4. Project Team Experience and Expertise

The success of any project depends on the experience and skills of the individuals involved, as well as their ability to collaborate effectively to meet project objectives. We have carefully chosen key personnel whose expertise, experience, and personal strengths best align with the City's needs. The individuals shown in the organizational chart that follows have been selected based on their availability and experience working within integrated, multidisciplinary teams. Brief descriptions of each key staff member are provided in the upcoming sections, and detailed Curricula Vitae for all staff are included in a separate upload in Bids and Tenders. The estimated number of days each project team member will dedicate to the project is available in our Task-Cost Matrix, which is also included in a ***separate upload in Bids and Tenders.***

Figure 1: Project Team Organizational Chart



4.1 Project Management

Project Manager – Neil Awde, P.Eng.



Neil is an accredited AECOM Senior Project Manager and Process Engineer with 25 years of experience managing municipal infrastructure projects. His project experience includes water and wastewater pumping stations and treatment plants, plant condition assessments and optimization, hydraulic modelling, pumping design, financial analysis, contract administration, and construction management. Neil has acted as the project manager for several large, multi-disciplinary infrastructure projects delivered by an inter-office design team; many of these have been for the City of Sault Ste. Marie.

Throughout his career, Neil has specialized in process design for water and wastewater facilities. As both a Project Manager and Process Engineer, Neil has completed several WWTP designs and now frequently provides QA/QC reviews for AECOM designs produced by other AECOM staff across Canada. Neil has in-depth knowledge of the West End and East End WWTPs, having been involved in numerous projects at these facilities.

Neil will oversee and direct the project from start to finish, attending project meetings with our team and City staff. Neil will draw on his experience to:

- Confirm that the City's goals, needs, and concerns are identified, met, and exceeded where possible by keeping the project objectives sharply focused.
- Facilitate communication with the project team and City staff.
- Implement AECOM's Quality Program.
- Review safety documentation and verify that AECOM's project staff are working safely on site.
- Deliver a final product that meets the City's requirements in all aspects, including budget and schedule.

Neil's extensive experience as a project manager allows him to supervise multi-disciplinary infrastructure projects with complex scope requirements. Below, we list seven (7) example projects completed in the last ten (10) years that demonstrate Neil's ability to lead large, complex, multi-disciplinary wastewater treatment design and construction projects. A comprehensive list of projects can be found in Neil's CV, which is included in a ***separate upload in Bids and Tenders.***

WWTP Experience

Project	Location
West End WWTP Phase 1 Upgrades	Sault Ste. Marie, ON
West End WWTP Condition and Process Assessment	Sault Ste. Marie, ON
East End WWTP Upgrades	Sault Ste. Marie, ON
Tillsonburg WWTP Phase 1 Upgrades	Tillsonburg, ON
Greenway WWTP Expansion	London, ON
Adelaide WWTP Upgrades	London, ON
Woodward WWTP Upgrades	Hamilton, ON

Deputy Project Manager – Tara Abernot, B.A.



Tara is a Project Manager with 27 years of experience in the engineering industry, specializing in municipal solid waste management, environmental monitoring, report writing, and quality assurance. After two decades in administrative, controls, and technical roles, she transitioned into project management, where she now leads internal project delivery across the full project lifecycle — from planning (goals and deliverables, scope and requirements, timelines and milestones, budget and resource needs), to risk management, schedule control, quality management, facilitating internal collaboration among discipline groups, and maintaining compliance with internal procedures and processes.

Tara will serve as the Deputy Project Manager for this project, supporting Neil. She will oversee all project deliverables, actively manage budgets, schedules, and staff allocations, and act as the main liaison to the City.

Project Advisor – Rick Talvitie, P.Eng.



Rick brings 40 years of expertise in transportation, municipal, and environmental engineering. He has a broad background, from project planning to contract completion, covering municipal services, water and wastewater treatment, road and highway design, and municipal solid waste management. Rick has held key roles, including Water Business Line Manager for Ontario North, Branch Manager for the AECOM Sault Ste. Marie office, and Senior Project Manager. As he transitions into retirement, he continues working with the office in Sault Ste. Marie, focusing on project advisory and quality assurance roles. Rick will also support Neil by sharing his valuable insights and advice, drawing on his deep knowledge of the City's wastewater infrastructure.

As Project Advisor, Rick will provide strategic guidance and technical expertise to support the project's successful delivery. He will draw on his extensive experience with wastewater infrastructure upgrades for the City and support the project goals in line with the City's expectations. His responsibilities will include identifying risks and overseeing the Project Management team at a high level.

Project Delivery Lead & Contract Administration – Phil Spencer, P.Eng., M.Sc.



Phil is a Process Engineer with 12 years of experience in the design, engineering, construction, and commissioning of municipal water and wastewater infrastructure. He has worked as a process designer, delivery lead, project manager, and contract administrator for several engineering projects. His design experience includes water and wastewater treatment, sewage and booster pumping stations, process mechanical equipment and piping systems, force mains, and civil infrastructure. Phil specializes in plant hydraulics, pump hydraulics, and hydraulic control infrastructure.

Before joining AECOM, Phil was the Process Designer for the Aylmer Pump Replacements, Port Dover WWTP Upgrades, and Delhi WWTP Upgrades. Recently, with AECOM, he has served as the Design Delivery Lead for several interdisciplinary projects, including, but not limited to, the Walden WWTP Upgrades, Parkhill WWTP Upgrades, and Vauxhall WWTP Upgrades.

Phil has experience working with the City of Sault Ste. Marie, through his involvement in designing the East End WWTP UV Upgrade and the ongoing Biosolids Management Facility and Wastewater Master Plan. He is familiar with the City's expectations regarding project deliverables, communication, and schedules based on these recent and current projects.

Phil will coordinate all design disciplines, provide team leadership and technical support to our project staff, facilitate cross-disciplinary reviews of all deliverables to check for consistency and coordination across contract drawings and specifications, provide daily direction to our design team, and keep our deliverable submissions on schedule. His ability to identify and resolve cross-disciplinary design issues will be a key factor in delivering the project's design successfully.

4.2 Engineering

Brief bios of our proposed design leads are provided in the following sections. CVs for our technical staff are included in a ***separate upload in Bids and Tenders***. All proposed team members have previously supported our Project Manager, Deputy Project Manager, and Design Delivery Lead on past and current projects. Since the team is familiar with each other's methods and has a strong working relationship, we are confident that we can deliver this project on time and within budget.

Process Lead – Matt Simons, P.Eng.



Matt is a Process Engineer with over 18 years of experience specializing in water and wastewater infrastructure. He has a diverse technical background in water and wastewater treatment, pumping and conveyance systems, storage, hydraulic modelling and analysis, asset management, contract administration, and site supervision. As a process engineer, he has worked on a wide range of municipal projects, from Class Environmental Assessments to the construction of water and wastewater treatment, storage, and pumping facilities with capital costs of up to $50 million. Additionally, Matt has worked on projects at the West End WWTP and has a strong familiarity with the site.

Civil Lead – Jeff Petts, C.E.T.



Jeff is a Civil Design Technologist with over 19 years of experience in land development and municipal engineering projects. Jeff is responsible for the detailed design and costing of municipal services, including roads, storm, and sanitary sewers and watermains, as well as performing earthwork calculations. Jeff has also been involved in the design and drafting of various water and wastewater facilities across the process, structural, mechanical, electrical, and instrumentation disciplines.

Structural Lead – Ryan Hunt, P.Eng.



Ryan is a Structural Engineer with over 14 years of experience. He has experience in detailed structural inspections, preliminary and detailed design, construction inspections, contract administration, and construction management for water-retaining structures, including wastewater treatment plant tanks and structures, potable water reservoirs, and water and wastewater pumping stations. Ryan has been involved in many heavy civil construction projects as a general contractor with other firms and as a contract administrator with AECOM. With prior experience working with a general contractor, Ryan brings valuable insight into construction staging and sequencing methods.

Mechanical Lead – Jan Gruber, P.Eng.



Jan is the Water Division Building Services Lead Engineer and the Technical Discipline Lead (TDL) for AECOM North America. He has 33 years of in-depth technical experience in engineering, both in North America and overseas. Jan leads sustainable mechanical design of HVAC, plumbing, heating, fire protection, and direct digital control building automation systems (DDC BAS) and commissioning in a diverse variety of facility types from water and wastewater, health care, medical laboratories, nuclear, special shelter facilities, industrial, institutional, correctional, corporate, and commercial facilities. His overall responsibility is to lead the Water mechanical department and serve as Design Manager on complex multidisciplinary projects from the proposal/conceptual stage to successful completion.

Electrical Lead – Nasim Naderi, P.Eng.



Nasim is a skilled Electrical Engineer with 14 years of experience in design, estimation, and installation of electrical systems for commercial and industrial (water/wastewater facilities). Nasim participated in all phases of electrical engineering projects, including preliminary and detailed engineering design, tender documentation preparation (drawings and specifications), on-site inspection and construction administration.

I&C Lead – Nick Jackson, P.Eng.



Nick is an Instrumentation and Controls Engineer with over 11 years of experience in electrical, instrumentation, and automation engineering. He is responsible for project coordination, instrumentation and automation engineering and design, operator interface terminal (OIT) and human machine interface (HMI) development, supervisory control and data acquisition (SCADA) development, and programmable logic controller (PLC) programming for water and wastewater infrastructure projects.

CADD Lead – George Malota



George has 37 years of experience in the municipal and industrial consulting engineering industry. His experience includes roles as site representative, contract administrator, commissioning reviewer/agent, CADD designer, draftsperson, field technician, surveyor, and construction inspector. He has extensive experience with AutoCAD and Revit for the design of water and wastewater infrastructure. George specializes in process design but has also completed work in mechanical, electrical, architectural, structural, and controls CADD. George is highly familiar with the West End WWTP through his work on the process CADD design and commissioning support for the Phase 1 Upgrade project.

Geotechnical Lead – Taesang Ahn, P.Eng.



Taesang is a Senior Geotechnical Engineer with 16 years of research and consulting experience in geotechnical and rock mechanics engineering. His expertise spans foundation design for highways, light rail transit, buildings, pipelines, retaining walls, culverts, bridges, and storm and wastewater treatment facilities, as well as stability analysis of embankments, excavations, and tunnels. He has delivered projects across all phases — from site investigation and data interpretation through detailed design and construction inspection — and is proficient in numerical modelling tools

4.3 Construction Support

Site Inspection – John Griffiths, P.Eng.



John is a Chemical Engineer with 40 years of experience in industrial and municipal operations, including municipal infrastructure. He holds an Ontario Wastewater Treatment Operator Class 4 license. John has 13 years managing two Class 3 and Class 4 wastewater treatment plants and six sewage pumping stations for Sault Ste. Marie, verifying compliance with regulations. He has extensive knowledge of biological nutrient removal systems and the challenges of wastewater infrastructure. John will be a valuable resource during the design and construction phases of the project, with a strong understanding of the West End WWTP and recent related work.

Contract Administration Support – Jake VanHeerwaarden



Jake is a Water/Wastewater Specialist with 6 years of experience in the design and construction of municipal water and wastewater treatment facilities, sewage pumping stations, and force mains. He is highly skilled in contract management and technical problem-solving, identifying potential risks, developing practical solutions, and maintaining communication between owners, contractors, and AECOM's project team. Jake has successfully contributed to municipal projects, including those for the City of London, Oxford County and Norfolk County. His attention to detail, problem-solving and negotiation skills, and organizational skills will support an efficient and productive construction period.

4.4 Subconsultants

Topographic Survey – Total Precision Surveying

Total Precision Surveying (TPS) is included as a sub-consultant to carry out the topographical survey component of this project. Based in Sault Ste. Marie, Ontario, TPS offers over 10 years of experience delivering surveying solutions. Established in 2012, they have built a strong reputation for using advanced surveying instruments and innovative techniques to deliver precision and efficiency. Their skills include collaborating closely with engineers, planners, and consultants, making them a reliable partner for projects that require high-quality data and seamless integration into larger engineering workflows. TPS is committed to quality assurance and client satisfaction, supporting the successful completion of this project.

Geotechnical Drilling – Landcore Drilling

Landcore Drilling (Landcore) is included as a sub-consultant for the geotechnical drilling portion of this project. Based in Chelmsford, Ontario, near Sudbury, Landcore has been a leading geotechnical and environmental drilling contractor in Northern Ontario since its founding in 2004. With over twenty years of experience, they are recognized for their reliable, safety-focused services and commitment to accuracy and integrity. Landcore offers a range of drilling solutions tailored to engineering and environmental projects. Their proven track record and regional expertise make them a valuable partner in delivering the geotechnical drilling scope of this project.

Private Utility Locates – Sutton Inspection Services

Sutton Inspection Services (Sutton) is included as a sub-consultant for private utility locates to support the geotechnical investigation drilling for this project. Sutton, located in Sudbury, Ontario, has been a leader in utility locating and inspection services since its establishment in 1998. With over 25 years of experience, they specialize in locating underground utilities, including electrical and telecommunications cables, gas lines, sewer systems, and water mains. Their services also include concrete scanning, water leak detection, and pipe inspections, providing comprehensive, accurate data collection.

Hydro-Excavation – KRT Inc.

KRT Inc. (KRT) is included as a sub-consultant for hydro excavation services to support our geotechnical investigation. Based in Northern Ontario, KRT Inc. offers over 20 years of experience in safe and efficient soil removal, especially in sensitive areas with underground utilities. Their advanced Hydro Vacuum Trucks use high-pressure systems to handle a range of materials, including earth, liquids, and sludge, reducing disruption to nearby environments. They are recognized for their commitment to safety, environmental compliance, and reliability.

Waste Management – GFL Environmental Inc.

GFL Environmental Inc. (GFL) is included as a sub-consultant for excess soil waste management to support our borehole drilling program for geotechnical investigation, where needed. GFL is a leading provider of diverse environmental services across North America. Among other offerings, they specialize in excess soil management, providing innovative solutions for processing, transferring, and remediating dry, contaminated soils.

5. Methodology and Work Plan

We have prepared a detailed **Task-Cost Matrix** (TCM), available in a ***separate upload in Bids and Tenders,*** that illustrates our proposed work plan and the general sequence of activities. The TCM provides a detailed breakdown of project tasks, deliverables, meetings, and labour requirements for each team member and task. In line with the work plan outlined in the RFP and TCM, the following sub-sections summarize the major project tasks, related technical activities, deliverables, and milestones. During the project initiation meeting, AECOM will review the base work plan, scope of work, and project schedule with the City to gather any feedback before finalizing our project plan. Our work plan, detailed below, is based on the information in the RFP and Addenda, our previous experience with this facility, and our history of completing similar projects in Ontario.

5.1 Understanding of the Project

The West End WWTP is a conventional activated sludge wastewater treatment facility located at 55 Allen's Side Road in Sault Ste. Marie, Ontario. Operational since 1985, the plant has a designed capacity of 20 ML/day and currently processes about one-third of the City's wastewater. The facility features screening, grit removal, primary clarification, aeration, phosphorus removal, secondary clarification, and seasonal chlorination/dechlorination, with treated effluent discharged to the upper St. Mary's River. It receives flow from three main pumping stations and is a vital part of the City's wastewater infrastructure.

The Phase 2 Upgrades project is driven by the need to address aging infrastructure, improve operational reliability, and support the City's future growth. The scope of work for Phase 2, as outlined in the City's RFP and supported by the 2015 AECOM Upgrading Study, includes major process and mechanical upgrades to the primary and secondary clarification systems, the aeration system, and the disinfection system, as well as related buildings and site works. The project also involves supporting studies, field investigations, and ongoing collaboration with City operations to support constructability while minimizing disruption to continuous treatment operations.

Specifically, the scope of work includes:

- Data collection and field verification to confirm existing conditions.
- Preliminary and detailed design of all upgrades, including associated studies as specified in the RFP.
- Equipment pre-selection (blowers).
- Field studies to support detailed design, including topographic surveys and geotechnical and hydrogeological investigations.
- Preparation of all regulatory applications, including MECP ECA amendment, building permit, site plan applications, and ESA plans review.
- Contractor pre-qualification, tender support, and providing tender recommendations to secure a qualified contractor.
- Contract administration throughout construction, including full-time site inspection, over the estimated 70-week construction period.
- Commissioning support, warranty period support (1 year), and preparation of as-built drawings.

The technical scope for each major process area is described herein and summarized on the Scope Map on the following page.

- **Supporting Studies and Investigations:** Preliminary design will begin with the following studies:

  TM #1 **Background Review and Existing Conditions** reviewing historic influent and effluent flow and loading data, background studies, and work completed to date.

  TM #2 **Aeration Study** reviewing the current blower configuration, sizing, performance and limitations, calculation of air requirements, review of blower technologies and configurations, and conceptual sketches for the proposed blower upgrade.

  TM #3 **Structural Assessment** reviewing the current concrete condition of the primary clarifiers, aeration tanks, alum mixing tank, tunnels, and secondary clarifiers.

  TM #4 **Blower Building HVAC and Noise Assessment** reviewing the existing blower building's HVAC equipment, proposed improvements to the building in consideration of the changed heat generation potential of the new blowers, and recommendations to improve noise control within the building.

  TM #5 **Electrical Load and Distribution Study** reviewing existing electrical loads at the West End WWTP, preparation of an updated load list incorporating the proposed process and building mechanical equipment, and calculation of electrical demands associated with the upgraded plant to determine the impact on upstream electrical distribution equipment.

- **Primary Clarifiers:** The two existing rectangular primary clarifiers are currently equipped with aging travelling-bridge sludge collectors. Both tanks will be retrofitted to chain-and-flight type mechanisms. This will involve the removal of the existing assemblies, installation of new collectors and supporting structures, concrete tank rehabilitation, new scum troughs and finger weir extensions, recommendations for a new scum handling system, electrical and instrumentation upgrades, and construction staging to maintain treatment during construction of the new works.

- **Aeration System:** The current aeration system includes four positive displacement blowers and fine bubble diffusers. The aeration system will be modernized to improve energy efficiency, noise control, and process turndown capabilities. Upgrades to the aeration system will include replacement of all blowers through pre-selection with new blowers equipped with variable frequency drives (VFD) to improve blower turndown capabilities, new ceramic or membrane disc diffusers, assessment and repair of aeration piping, integration of new control systems with DO and potentially ammonia monitoring, and concrete tank rehabilitation. Our level of effort assumes that the new blowers would be installed within the existing blower room.

- **Secondary Clarifiers:** The two existing secondary clarifiers will receive new sludge collector mechanisms to improve the clarifier performance. Upgrades to the existing clarifiers will include new mechanisms with improved energy and torque characteristics, modified energy dissipating inlets and flocculation feed wells, installation of density current baffles at the tank perimeter to improve sludge circulation and settling, assessment and repair of RAS piping, effluent weir covers or brushes/spray system for algae control, and necessary electrical and control upgrades.

- **Disinfection System:** The existing gas chlorination and sodium bisulphite dechlorination systems, and the chlorine mixing chamber, will be decommissioned and replaced with ultraviolet (UV) disinfection. Our scope includes the design of new UV channels within a new brick-and-mortar UV facility to house all process, electrical, and control equipment associated with the new UV system. The existing chlorination and dechlorination systems will be removed.

Scope Map

1 SECONDARY CLARIFIERS

- Structural assessment and rehabilitation (TM3)
- Replace clarifier mechanisms, including new density current baffles and algae control
- New VFDs on RAS pumps and improve RAS control strategy from each clarifier, consider RAS pump replacement in detailed design
- Replace secondary scum pump

2 BLOWER BUILDING

- Replace blowers through blower pre-selection process to optimize lifecycle cost and operability
- HVAC and noise assessment (TM4) and resulting recommended improvements
- Building envelope repairs, lighting upgrades, HVAC improvement, mechanical equipment replacement as necessary
- MCC 'D' replacement

3 AERATION TANKS

- Aeration study (TM2) and improvements to aeration control strategy
- Replace diffusers, air piping, and instrumentation as recommended through aeration study
- Structural assessment & rehabilitation (TM3) including alum mixing tank

4 LOWER BYPASS BUILDING

- Modify or replace flow meter for secondary bypass flow measurement
- Building envelope repairs, lighting upgrades, HVAC improvement, mechanical equipment replacement as necessary

5 TUNNELS

- Structural assessment and rehabilitation (TM3)
- Replace sump pumps and light fixtures, consider cladding replacement or sealing walls
- NFPA 820 assessment to determine requirements for additional HVAC and/or egress

6 PRIMARY CLARIFIERS

- Structural assessment & rehabilitation (TM3)
- Retrofit existing travelling bridge clarifiers to chain & flight
- New scum removal system and scum tank
- Replace or extend finger weirs to provide sufficient weir loading rate
- Oil shed access road modifications to provide access to new scum tank

7 HEADWORKS BUILDING 'B'

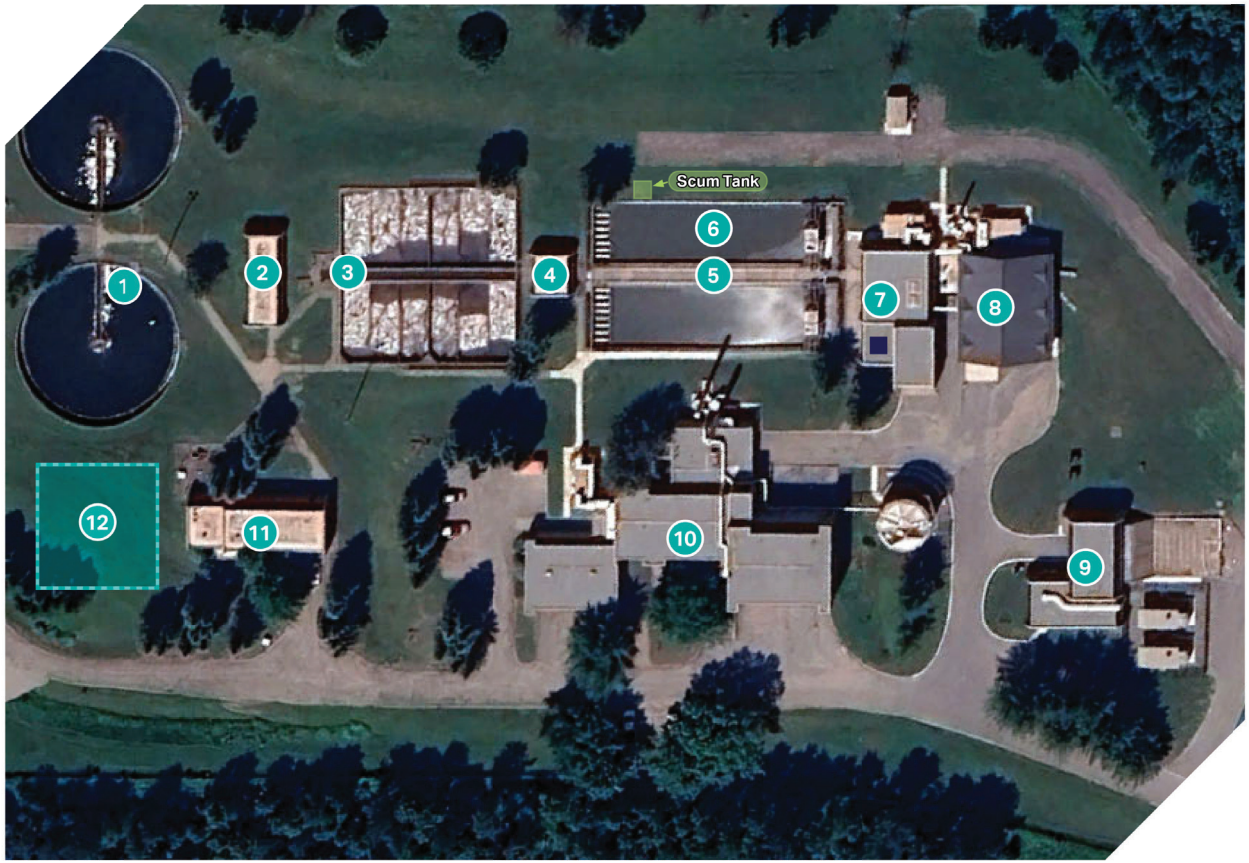
- Replace primary sludge pumps and improve controls
- No other scope under this project

8 HEADWORKS BUILDING 'A'

- No scope under this project

9 MAIN PUMPING STATION

- Electrical Load and Distribution Study (TM5)
- New electrical feed direct from main switchboard to UV facility due to MCC 'F' capacity limitations
- Bypass study to review flow measurement and flow splitting (provisional)
- No other scope under this project



10 ADMINISTRATION AND DEWATERING COMPLEX

- No scope under this project

11 CHLORINE BUILDING

- Remove chlorine mixing chamber and chlorine disinfection and dechlorination equipment
- Building envelope repairs, lighting upgrades, HVAC improvement, mechanical equipment replacement as necessary
- Effluent water pumps to be maintained in service
- MCC 'F' replacement or removal as feasible

12 NEW UV DISINFECTION FACILITY

- New brick-and-mortar facility with indoor UV channels and UV equipment
- Grade adjustments and structural design to address poor local soils
- Channel modifications to connect to existing outfall sewer

- **Ancillary and Building Upgrades:** Additional improvements will address replacement of primary sludge pumps and valves, slide gate replacements, building envelope repairs, plumbing equipment replacement, HVAC modernization, lighting upgrades, installation of operational components such as hoists and barriers, electrical service renewals, and general structural and access enhancements.

AECOM's understanding of the West End WWTP Phase 2 Upgrades is based on our review of the City's RFP and our own background study. Our team's involvement in previous projects at the WWTP provides us with unique insights into plant conditions, constraints, and opportunities for improvement. Drawing on our knowledge of the West End WWTP and extensive wastewater treatment plant design experience, we have identified several critical factors and technical considerations for the success of this project.

Success Factor: AECOM's Extensive Understanding of this Facility. AECOM is uniquely positioned to deliver exceptional value for the proposed upgrades, and we bring unparalleled insight into the facility's current infrastructure, operational challenges, and long-term needs. AECOM completed the condition assessment and upgrading study in 2012, which established the strategic direction for this project. We also completed a more recent facility condition assessment in 2023 as part of the broader wastewater master planning project. This continuity supports a seamless transition from planning to implementation, reducing the learning curve, minimizing project risks, and enabling us to deliver innovative, cost-effective solutions tailored to the facility's unique requirements. AECOM has been a longstanding partner to the City that not only understands the vision but has already laid the groundwork to make it a reality.

Technical Consideration: Blower Pre-Selection. Historically, positive displacement (PD) blowers have been a common choice for small wastewater treatment facilities due to their relatively low initial capital cost. However, it is important to recognize that capital costs represent only a small part (about 12-18%) of the total lifecycle cost of a blower, with annual energy consumption accounting for 70-80% of the overall lifecycle cost. As a result, energy efficiency is a critical factor when selecting blowers for plant upgrades. It is also essential to select a blower technology that can reliably accommodate both current and future operating conditions.

Modern single-stage centrifugal and turbo blowers deliver significantly higher efficiencies than traditional rotary lobe PD blowers, while screw PD and hybrid PD offer moderate efficiency, broader turndown, surge-free operation, and predictable maintenance—potentially advantageous based on the plant's specific operational needs. For the West End WWTP, our project team will assess various blower technologies to determine the most suitable solution for the plant, taking into account operational and economic factors.

Technical Consideration: Aeration Control Strategies. As part of the aeration study and preliminary design, AECOM will evaluate and compare alternative aeration control strategies to identify the most effective and energy-efficient solution for the City's needs. During the preliminary design phase, we will review general dissolved oxygen (DO) control strategies, explore the potential of ammonia-based aeration control (ABAC) to optimize treatment performance, and assess the feasibility of installing airflow control valves on each drop header to achieve precise air distribution. AECOM will collaborate closely with the City to discuss these alternatives and determine the best-fit control strategy that aligns with the City's needs and operational goals.

Technical Consideration: Secondary Clarifier Mechanism Features. Several advanced options are available for the new secondary clarifier mechanisms to improve solids dispersion, settling efficiency, and overall clarifier performance. Features such as energy-dissipating inlets (EDI), sludge-density current baffles, and rapid sludge-collection mechanisms can be integrated into the clarifier design. Rapid sludge-removal options, such as spiral blades or suction headers, enable high-rate extraction and can reduce the risk of anaerobic conditions. Maintaining a low sludge age through efficient removal is essential to supporting healthy biological processes and reliable plant performance. Additional features, such as effluent weir covers or brushes/spray systems, can be considered to improve algae control, which will be influential upstream of the new UV system. Our team will review these options with the City and will carefully select the most suitable mechanism and features for the plant.

Technical Consideration: RAS Control Strategy. The upgrading study previously completed by AECOM identified the need to install VFDs on the RAS and WAS pumps, along with improvements to the controls. VFDs were installed on the WAS pumps as part of the Phase 1 works; however, the RAS pumps remain equipped with two-speed motors. The existing clarifiers feature a pinch valve on the RAS underflow piping within the chambers beside the clarifier tanks for manual control of RAS flow from each clarifier. The RAS pipes lead into a RAS tank separated by a dividing wall, which feeds into two dry-pit submersible RAS pumps located in the Blower Building, each dedicated to a single cell of the RAS tank. Currently, the operational practice involves allowing the chamber to fill and overflow the dividing wall so that a single pump can service the RAS flows from both clarifiers. This is primarily due to the limited controllability and turn-down capacity of the current RAS pumps.

During the preliminary design, AECOM will review the existing installation and assess alternative control strategies to improve the efficiency and balancing of sludge return from the two clarifiers. VFDs will also be installed for variable-speed control of the RAS pump, which will likely require replacing the pump motors. AECOM will review capacity requirements and limitations to determine whether replacing the RAS pumps would provide a potential benefit for this project.

Success Factor: Experience with Trojan UVSigna Systems. Our team can leverage recent experience from the construction of the East End WWTP UV and Greenway WWTP UV upgrades during the design of the new UV facility for the West End WWTP UV upgrades. Our proposed team includes several members involved in the construction phases of both projects, allowing us to apply lessons learned to facilitate the successful construction and commissioning of the UV facility at the West End WWTP.

Success Factor: Knowledge of Existing Hydraulic Profile. Our team has previously developed a detailed hydraulic profile of the West End WWTP from other recent projects. Leveraging this existing hydraulic model, our team will efficiently evaluate the effective hydraulic design of the new UV disinfection system. Preliminary calculations based on our recent experience with the design of several other new UV facilities and the existing West End WWTP hydraulic profile indicate that the addition of the UV disinfection channels will not require an effluent lift station under any anticipated flow or flooding scenarios. This will be confirmed during detailed design.

Technical Consideration: Operation of Existing Effluent Pumps. The existing vertical turbine effluent pumps draw effluent from a wet well connected to the effluent channel of the existing chlorine mixing chamber. A replacement pumping system was recently designed by AECOM, and construction was completed in 2025. The operation of these pumps will need to continue both during construction and after the new UV facility is online to supply pressurized effluent water to several processes throughout the plant. AECOM will evaluate alternatives for the permanent installation and recommend a solution aligned with the WWTP's long-term vision, which may include a new connection to the existing wet well or relocating the effluent pumps to a new facility.

Technical Consideration: Local Electrical Capacity Limitation. The existing MCC ‘F’ in the chlorine building has very limited electrical capacity and cannot support the new UV facility. The new UV system will require a new electrical feed from the main switchboard, which will be installed during Phase 1 of the Main Pump Station project. Spare breakers were installed on the main switchboard in Phase 1 to facilitate this future work. A duct bank is planned to run across the south side of the main access road to reach the new UV facility.

MCC ‘D’ in the Blower Building is also known to have limited spare capacity. Preliminary calculations indicate that the existing blower capacity is insufficient to service the WWTP’s rated capacity at the current influent concentrations, suggesting that a larger blower will be designed. Depending on the results of the aeration study, blower pre-selection, and potential efficiency improvements, the new blowers will likely require higher electrical sizing than the existing ones. If MCC ‘D’ does not have sufficient capacity to support the blower upsizing, AECOM will provide a new feed to MCC ‘D’ from the new electrical distribution in the new UV facility.

Technical Consideration: Existing Embedded Conduits. Through the work completed in the Phase 1 project, we learned that all existing wiring and conduit are encased in the concrete slabs and walls. While this used to be considered advantageous mostly from an aesthetic perspective, it currently presents several challenges, including maintenance impedance, limited spares and future expansion options, corrosion risks, structural and demolition complications, and compliance concerns with current code requirements. All equipment replacements and new installations will require complete replacement of conductors and conduit from the source, with conductors and conduits to be surface mounted in accessible cable trays and conduits. Non-destructive concrete scanning methods will need to be employed at any locations where new penetrations are included in existing structures or where embedded conduits may be present. It is assumed that this effort would be undertaken by the contractor during construction and has not been included in our scope or budget.

Technical Consideration: NFPA 820 Deficiencies. It is suspected that the existing tunnels, and particularly the tunnel connection to the primary sludge pumphouse in Headworks Building 'B', do not meet the current requirements of NFPA 820 and the Ontario Electrical Safety Code (OESC). The extent of upgrades proposed to the facility would preclude consideration of the existing issues as 'grandfathered', such that we could limit the application of code retroactivity to the facility. AECOM will review the existing installation and provide recommendations for required HVAC improvements and space separations to meet the latest fire protection standards for hazardous locations. Our level of effort assumes that the current deficiencies can be resolved with additional HVAC and space separation in the target areas applicable to the new work.

Success Factor: Construction and Site Services. Our proposed team has extensive experience in contract administration and construction inspection services. Our team is highly skilled in facilitating Contractors' adherence to drawings and specifications by proactively identifying and resolving potential issues throughout construction. Typically, for all our water projects, the same project management and design team members are involved throughout construction. This allows the technical details and design intent to be carried through the construction phase, avoiding misinterpretations or deviations that could compromise the project's goals or functionality. Additionally, our site inspector, John Griffiths, was also the inspector for the West End WWTP Phase 1 Upgrades and is very familiar with the plant's recent capital upgrades and operational needs.

Value Added: Bypass Study (Provisional). During master planning, AECOM conducted a hydraulic assessment of both the West End and East End WWTPs. The assessment showed that the existing Montana Flumes for raw sewage and secondary treatment flow measurement are operating under flooded conditions during wet-weather flow scenarios. This results in inaccuracies that affect the precision of flow splitting, bypassing, and flow measurement at these sites. Accurate flow splitting depends on the flumes establishing a known upstream hydraulic condition, which is impeded when the flumes are submerged. During high wet-weather flows, the bypass weir length is also too short to limit plant flows to the designated threshold linked to the rated peak flow. Additionally, a follow-up site investigation found that a temporary bulkhead had previously been installed in the main bypass channel and has remained in place for several years, restricting flow reaching the bypass weir.

AECOM has included a provisional item, to be used at the City's discretion, to complete a bypass study aimed at improving influent and secondary flow measurement and flow splitting for wet weather bypasses. We would prepare a technical memorandum focused on the two plant bypasses, reviewing the current and proposed hydraulic profiles of the West End WWTP, assessing the existing configuration and limitations of the plant bypasses, and identifying practical options for enhanced flow measurement and flow splitting at these two junctions.

5.2 Approach and Deliverables

A summary of our Work Plan is provided in the graphic on the following pages, including a list of deliverables for each project phase. Refer to our TCM, ***uploaded separately in Bids and Tenders***, for a complete list of all project tasks, task hours, and staff involved in each task.

Proposed Work Plan

Project Management	Project Kickoff	Preliminary Studies and Design	Field Studies	Permits and Approvals
Our Project Manager, Deputy Project Manager, and Design Delivery Lead will act as direct liaisons with the City's Project Manager to confirm timely and accurate communication. All project activities and deliverables will be managed through the City's Project Manager. Our PM-DPM-DDL team will be responsible for budget control, schedule control, scope management, monthly invoices, and attendance and facilitation of all meetings with the City. Our PM-DPM-DDL team will also manage AECOM's project team, coordinate AECOM team resources, contribute to major decisions, oversee our internal QA/QC process to confirm quality before deliverables are released to the City, and oversee our Health & Safety program.	Upon project award and execution of the agreement, a project initiation meeting will be conducted to review the City's expectations and objectives for the project, including the scope and deliverables, schedule, communication protocols, project risks, change management, quality and safety procedures, progress reporting, and invoicing. A multidisciplinary site tour will be conducted during the project kickoff phase to verify current site conditions, identify constraints, and collect essential background information to guide project planning and design.	The preliminary design stage will begin with a series of technical memoranda to establish existing conditions and confirm the design basis. A series of five (5) technical memos (TMs) will review existing conditions and plant data, review the existing blower system and upgrade recommendations, assess the current concrete condition of the existing primary clarifiers, aeration tanks, and secondary clarifiers, review the blower building HVAC and make recommendations for improvements, and review electrical loading at the upgraded plant. TMs will be submitted to and be reviewed with the City. TMs #1-5 will serve as one pillar of the foundation for the Pre-Design Report (PDR). After TM review and City acceptance, a full PDR will be developed and submitted along with our 30% design drawings and cost estimate. Equipment pre-selection documents will be submitted to the City shortly after the 30% design submission for review and comment. Pre-selection has been included only for the blowers; additional process, mechanical, electrical, or control equipment is not included. The equipment pre-selection process will occur over a 4-week tender period. Our team will review submissions provided by equipment manufacturers and prepare a Letter of Recommendation to the City for equipment pre-selection. Shop drawings will be requested from the pre-selected equipment manufacturer and will be reviewed by our team during the design period. Our team will incorporate the pre-selected equipment into our design package following shop drawing acceptance.	Field studies will occur during the preliminary (30%) design phase before winter weather begins, so our designers have the necessary supporting information to proceed with the 60% design and minimize the risk of rework due to field conditions. AECOM's geotechnical team will conduct the Geotechnical Investigation to confirm subsurface conditions supporting our design of the new UV facility, scum chamber, and access road. The investigation includes field activities such as drilling and sampling four boreholes, laboratory testing, and preparing a geotechnical report. It will also assess the need for a hydrogeological investigation based on groundwater conditions and dewatering requirements, which have not been included in our proposal. Further details are available in Section 5.2.1. Total Precision Surveying will complete a topographical survey of the entire fenced facility to support our grading design. They will also complete several measure-downs on weirs, pipes, and channels to improve accuracy and reliance on the hydraulic design.	Our team will commence pre-consultations with the MECP during the preliminary design phase. Two (2) MECP pre-consultation meetings are included in our scope of work. The Sewage ECA Amendment Application will be submitted to the MECP after the City reviews and accepts our 60% design package and after any major City comments are addressed in our design. Our team will also coordinate with all agencies for any required approvals, including building permits, site plan approvals with other City divisions, and ESA plan review. We will prepare and submit all required application forms and supplemental information to obtain the required approvals before the tender period begins. The WWTP is located within the Conservation Authority's jurisdiction. However, the proposed development is outside the regulated area and is not expected to need a permit from SSMRCA. It has been assumed that the City will pay the application fees for the above-noted applications.
Deliverables • Monthly invoices	**Deliverables** • Background information request	**Deliverables** • TM #1 Background Review and Existing Conditions • TM #2 Aeration Study • TM #3 Structural Assessment • TM #4 Blower Building HVAC and Noise Assessment • TM #5 Electrical Load and Distribution Study • Preliminary (30%) design package incl. PDR, drawings, cost estimate • Equipment Pre-Selection Documents	**Deliverables** • Geotechnical Report • Topographic Survey	**Deliverables** • MECP Sewage ECA Amendment Application (as required) • Site Plan Approval Application • Building Permit Application
Meetings • None	**Meetings** • Project initiation meeting • Site tour	**Meetings** • TM #1-2 review • TM #3-5 review • Preliminary (30%) design workshop	**Meetings** • None	**Meetings** • MECP Consultation (qty 2)

Proposed Work Plan

Detailed Design	Tendering	Services during Construction	Post-Construction Services
Detailed design submissions will translate the design concepts developed during the preliminary design into detailed drawings, specifications, PCN, and cost estimates. These detailed design packages will be submitted at 60% and 90% completion. Technical specifications will be developed and submitted for the City's review at each phase. At the 60% design stage, our PDR will be further developed into a Detailed Design Report (DDR) to support the Sewage ECA Amendment Application. PCNs will be further detailed as the detailed design progresses and will be submitted with each detailed design deliverable. Cost estimates will be prepared and submitted with the 60% and 90% design deliverables. Deliverables will be submitted to the City for review, and a design review workshop will be scheduled toward the end of the review period to present the design. Comments received from the City during the 2-week review period for each milestone will be recorded in a comment register. An updated comment register will be submitted with each design milestone to show how each comment was addressed. Contractor pre-qualification documents will be submitted with the 60% design submission for the City's review and comment. The contractor pre-qualification process will occur over a 4-week request for qualification period. Our team will review submissions provided by General Contractors and prepare a Letter of Recommendation to the City.	At the end of detailed design, we will submit tender-ready drawings, specifications, the front-end RFT document, and a pre-tender cost estimate to the City. Within 5 to 10 days after the tender opens, we will facilitate a mandatory pre-tender site meeting with pre-qualified contractors. Our team will also provide technical support during the tendering period by responding to technical questions that arise and incorporating them into addenda. After tendering closes, we will assist the City in reviewing the bid submissions and submit a letter to the City with a recommendation for the proposed successful General Contractor within 5 days of tender closing. Any changes made to the IFT documents during the tender period will be incorporated into the IFC drawings and specifications.	Within two weeks of tender close, we will schedule, chair, and minute a Pre-Construction Meeting between the General Contractor, City, and AECOM. We will provide construction administration services for 70 weeks, including 2800 hours of full-time site inspection (8 hours per day, 5 days per week). Contract administration services will include the following: • Co-ordinate and review shop drawings and submittals • Review and respond to RFIs • Prepare RFQs, Change Orders, Change Directives, Site Instructions, and Payment Certificates • Maintain a log to track all contract items and submittals • Chair and attend biweekly construction progress meetings (quantity 35) with meeting notes issued within 1 week of each meeting • On-site construction supervision • Key site inspections from engineers from various disciplines as required • Monitor and review Contractor's schedule to confirm contract time requirements are met • Monitor the Contractor's conformance to the contract documents and compliance with environmental and safety laws/regulations • Completion of programming and SCADA screen development for all upgrades, and integration on-site. • Commissioning period assistance, including on-site representation to start-up, test, and verify operation of the equipment per the approved PCN. Review of documentation and attendance of key FATs and SATs • Review of the Contractor's equipment O&M manual for completion in accordance with the contract documents • Perform a deficiency walk-through with the City and Contractor. Prepare and maintain a deficiency list for the project • Determine whether the contract has been Substantially Performed in accordance with the contract specifications, Construction Act, and General Conditions. Issue the Certificate of Substantial Performance upon verification • Obtain and review red-lined drawings from the Contractor	After the contract has been substantially performed, we will prepare as-built drawings incorporating all changes made during construction. During the one-year warranty period, we will complete post-construction monitoring and site inspections as required and communicate with the General Contractor to confirm that all deficiencies are rectified in a reasonable timeframe. A master deficiency list will be controlled and updated by the Contract Administrator. At the end of the warranty period, our team will complete an end-of-warranty walk-through with the City and General Contractor, and prepare the final documentation to administer the final release of holdbacks and close out the General Contract.
Deliverables • Detailed (60%) design package incl. DDR, drawings, specifications, PCN, cost estimate • Contractor pre-qualification documents • Detailed (90%) design package incl. drawings, specs, PCN, cost estimate • Updated comment register with 60% and 90% submissions	**Deliverables** • Tender package incl. drawings, specifications, pre-tender cost estimate • RFT document • IFC drawings and specifications	**Deliverables** • Meeting agendas and minutes • Weekly construction progress reports • Deficiency list	**Deliverables** • Updated deficiency lists • As-built drawings • End of warranty documentation
Meetings • Detailed (60%) design workshop • Detailed (90%) design workshop	**Meetings** • Pre-tender site meeting	**Meetings** • Pre-construction meeting • Construction progress meetings (biweekly, qty 35) • Deficiency walk-through	**Meetings** • End of warranty inspection

5.2.1 Geotechnical Investigation

The successful design and implementation of the proposed facility upgrades will require a geotechnical investigation to verify subsurface conditions at the designated locations. This investigation will provide critical data on soil and rock properties, groundwater conditions, and potential geohazards that could affect the structural integrity, constructability, and long-term performance of the upgraded facilities. By applying advanced testing methods and site-specific analyses, AECOM aims to obtain a detailed understanding of the subsurface environment, enabling informed decision-making and optimized engineering solutions tailored to the project's unique challenges.

Specifically, the scope of the geotechnical investigation includes:

- Review existing subsurface information to complete the site-specific geotechnical investigation. Publicly available and AECOM-derived environmental, hydrogeological, and geotechnical data will be reviewed prior to the finalization of the site-specific scope of work. AECOM's geotechnical team requests that the City provide any available site-specific soils information prior to fieldwork beginning.
- Locating public utilities through the Ontario One Call system and locating private utilities with radio frequency detection, GPR or similar means by our sub-consultant Sutton Inspection Services.
- All boreholes will be advanced 1.5m or greater away from all underground utilities. If, after reviewing public and private utility locate records, underground utility congestion is identified, hydrovac excavation may be necessary to verify underground utility clearance. This has been included in the proposed cost estimate. If feasible, alternative methods to reduce utility congestion risks may be implemented, including relocating select boreholes to areas with a lower risk of a utility strike, based on public and private utility locates.
- The field investigation will include drilling and sampling of four (4) boreholes to a depth of 10 metres. The boreholes will be advanced using a track-mounted CME-55 drill rig or a similar rig operated by our specialist, Landcore Drilling, a Ministry of Environment licensed drilling sub-consultant. Monitoring wells will be installed by an approved MECP licensed drilling contractor in accordance with Ontario Regulation (O.Reg.) 903.
- Samples will be collected at regular intervals in boreholes using split spoon sampling equipment during the Standard Penetration Test (SPT), following ASTM D1586 for soil collected during the current investigation. The sampling procedure will indicate the compactness or consistency of the soil layers encountered—cohesionless soils will reflect compactness, while cohesive soils will indicate their consistency. The proposed sampling interval is 0.6 m every 0.76 m up to 3 m, and 0.6 m every 1.52 m thereafter. Vane shear tests will be conducted in accordance with ASTM D2573 if soft soils are encountered.
- All completed boreholes will be backfilled upon completion in accordance with O.Reg. 903, using bentonite and/or suitable cuttings, as applicable.
- If no groundwater level or elevation data is available for the site, up to two monitoring wells may be installed during the geotechnical borehole drilling to evaluate local groundwater conditions. This cost estimate covers the installation of these wells and the collection of at least one groundwater level measurement in each, taken at least one week after installation. However, a detailed hydrogeological investigation is not currently part of this scope. If groundwater levels are high or permeable soils are encountered, a separate hydrogeological study using these wells may be recommended and would be conducted under an additional scope.
- Geotechnical laboratory testing is proposed to be conducted as outlined in the following table. The AECOM CCIL-certified laboratory in Etobicoke will be used for geotechnical testing, alongside the ALS Environmental CALA-certified laboratory in Sudbury, ON, for chemical testing.

Geotechnical Laboratory Test	Number of Tests
Moisture Content Test (ASTM D2216)	36
Sieve & Hydrometer Analysis (ASTM D7928)	8
Atterberg Limits Test (ASTM D698)	8
Corrosivity, pH and Resistivity Test Set	1

- Preparation of a geotechnical investigation design report, including the following:
  - Existing conditions, including a detailed description of subsurface conditions, soil stratigraphy, and groundwater levels.
  - Site plan showing borehole locations
  - Geological setting and physiography of the site
  - Borehole logs with soil descriptions and laboratory test results
  - Summaries of the soil classifications and depth of overburden
  - Particle size analysis curves
  - Encountered groundwater conditions, including recommendations on the requirement for a hydrogeological assessment based on the findings.
  - Bearing capacity for the new chamber and newly constructed in-ground disinfection channels
  - Pavement recommendations for new access road
  - Summary and recommendation of other engineering parameters for the design of new foundations
  - Recommendations for construction materials, quality and general considerations
  - Evaluation of chemical soil characteristics and the implications with respect to the proposed works

The geotechnical scope of work carries the following assumptions and limitations:

- It is assumed that the soil is non-hazardous. No management of contaminated soil or groundwater, and any environmental issues that may arise, has been undertaken as part of this project. It is assumed that the soil cuttings will be containerized and disposed of by a MECP-approved waste disposal contractor.
- No limited access drilling is assumed, such that there are no restrictions on accessing the proposed work area, and boreholes can be drilled without limitations or obstructions. No site clearing is required for access.
- No rock coring allowance has been made for this project. If encountered, the borehole will be terminated.
- Care will be taken to minimize disturbance to the site; however, no restoration activities other than borehole backfilling are included in this cost.
- No construction oversight activities are proposed as part of this scope of work. Recommendations for quality control and quality assurance programs for the eventual construction phase will be provided in the geotechnical report.
- Soil samples will be stored for 3 months after completion of the drilling and then disposed.
- No environmental soil or groundwater sampling will be carried out with the geotechnical drilling program. Groundwater level measurements will be conducted without well development during a single, separate site visit mobilization.

6. Proposed Project Schedule

To complement our work plan, we have prepared a project **Schedule Chart** (Gantt chart), available in a ***separate upload in Bids and Tenders.*** It illustrates the timeframes for the project tasks listed in the RFP and our TCM. A summary of project milestones and completion dates is shown in the figure below. At the project kickoff meeting, we will review and confirm the baseline work plan, scope of work, and project schedule with the City. If needed, we will collaborate with City staff to revise the project schedule and/or incorporate key staff schedules.

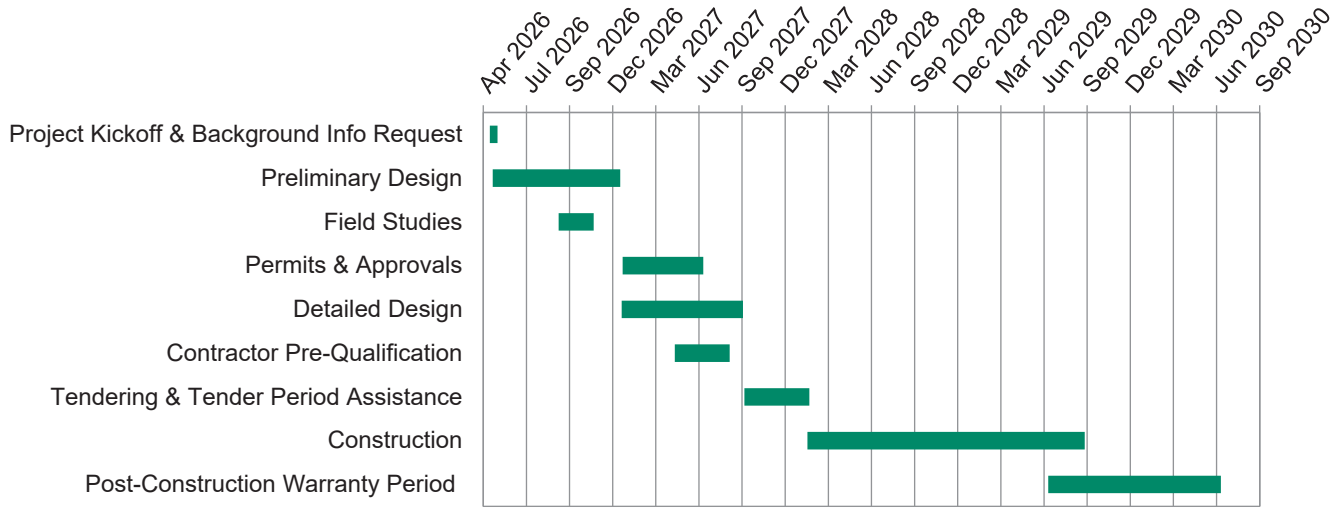


Figure 2: Summary of Proposed Project Schedule

7. Other Considerations

To deliver a successful WWTP project, it is essential to address critical factors beyond design and construction. This section outlines AECOM's approach to navigating approval and legislative requirements, highlights our strategy for operations coordination and effective collaboration with City staff, and our general project management approach. By prioritizing these considerations, we aim to streamline project execution, minimize disruptions, and foster strong partnerships with the City and stakeholders throughout the project lifecycle.

Success Factor: MECP ECA Application Timeline. The MECP ECA review process is a critical project milestone and a potential schedule risk, as MECP approval must be secured before proceeding to tender. To manage this risk, our team will engage with the MECP Local Branch during preliminary design to introduce the project and obtain preliminary feedback. We will highlight any project nuances, including required shutdowns or temporary reductions in treatment capacity, throughout construction, to support proactive communication and planning with the MECP.

We will also provide the Local Branch with a preliminary schedule indicating when to expect the ECA application. As a second key step, AECOM will submit our ECA application package upon 60% design completion. This approach is recognized and accepted by MECP reviewers, provided that major project components and details are adequately depicted and that final documentation will be available when the draft ECA is issued for review.

Technical Consideration: Proactive Construction Staging and Sequencing. The West End WWTP is a fully operational, continuously functioning facility. Maintaining this function during construction will always be the highest priority. As such, construction of the upgrades will need to be appropriately staged to maintain flows and sufficient treatment capacity throughout the facility. In each of our projects, our team develops construction staging plans during the design phase and implements design features to minimize disruptions to existing operations during the construction of upgrades or retrofits. Our team includes John Griffiths, who holds an Ontario Wastewater Treatment Operator Class 4 license. John understands the day-to-day operations at the West End WWTP, enabling him to assess how construction activities will impact ongoing operations. John will serve as an advisor during the design phase, developing construction staging plans that bridge the gap between design intent and operational practicality.

Construction staging plans will be reviewed in detail with the City and PUC operators during the design workshops. The plans will be incorporated into the tender specifications to provide the General Contractor with a suggested construction staging plan. The Contractor will be responsible for expanding upon the construction staging plan that incorporates all elements, scheduling the work, and thoroughly communicating with our team and the City's project and operations staff.

Success Factor: Consistent Communication. Whether it is communication between the City and AECOM or the internal AECOM engineering disciplines, consistent communication is critical for a successful project. This may be as simple as a quick phone call for a brief update or a meeting to help all parties develop a common understanding of the proposed solution. Strong communication enables AECOM to understand the project goals and ultimately deliver a design that meets the City's expectations. The project objectives will be communicated and clarified right from the outset of the project, and not after design submissions.

Success Factor: Schedule Control. Meeting project objectives within an identified and agreed timeframe is a critical factor in determining project success. AECOM has a proven track record of delivering projects on time, on budget. We have prepared our project schedule in accordance with the project timing requirements and will maintain it throughout this assignment. Project progress will be tracked against established milestones and deliverables. Regular progress review meetings with our internal team and subcontractors will help detect deviations from the project schedule early. Should the project fall behind, mitigation strategies will be discussed with the City prior to implementation.

Success Factor: Cost Control. AECOM will develop a standard method and format for monthly reporting that aligns with the City's needs for project progress, financial and schedule status, project issues, and risk exposure. With each monthly progress report, our Project Manager will include budget status, identify

the impacts of any scope changes, summarize the activities achieved for the month, and outline project risk/mitigation items. Since budget and schedule are closely linked, failure to meet budget objectives usually impacts the schedule and vice versa. AECOM's internal project management tool will provide real-time cost and schedule tracking, variance analysis, and forecasting capabilities. This tool enables our Project Managers to identify risks early and implement mitigation measures, so projects remain on track.

Success Factor: Scope Management. Our project team will be highly familiar with the scope, as it will be reviewed during our internal "Healthy Start Meeting" and our "Technical Approach Review" meetings, scheduled at the onset of the project for all project team members. AECOM's project manager will contact the City's Project Manager with any potential changes or impacts to the project scope.

Success Factor: Quality Assurance / Quality Control. We understand that our services include total responsibility for project delivery, including Quality Management. AECOM's Quality Assurance and Quality Control (QA/QC) Program is a cornerstone of our commitment to delivering excellence across all projects. Our Quality Management System, certified to ISO 9001:2015, further demonstrates our commitment to providing the quality service and products to our clients. Quality in any project depends on the collective efforts of many individuals, not just one person. A quality product results from a carefully managed sequence of events, each given proper levels of oversight at the appropriate stage of the project development.

Neil Awde, as the Project Manager for this project, will have overall responsibility for Quality Control, making sure each Technical Lead performs ongoing quality control checks and, in particular, prior to each milestone submission. To uphold the overall quality of the technical components, sufficient time has been allocated for each disciplinary quality reviewer. Neil will work independently from the Production Team to ensure that QC reviews are provided by suitably qualified staff for all technical submissions to the City, and also self-perform high-level quality assurance. Day-to-day quality control will be performed by the technical leads and delivery leads, who will verify that proper standard methods and procedures are implemented to complete the project competently. The project overview will be conducted independently by the Quality Control Leader to confirm that the Project Team has followed suitable direction based on prudent rationale and has arrived at proper conclusions/results.

8. Fee Schedule

We have prepared a detailed work plan and fee schedule for our team to follow to complete the project tasks outlined in the RFP. Our proposed work plan is detailed in our TCM, which has been ***uploaded separately in Bids and Tenders***. Our work plan is based on the information presented in the RFP and on our experience with similar projects completed for the City of Sault Ste. Marie, and our understanding of the project's technical scope, given our involvement in the background studies and Phase 1 Upgrades for the West End WWTP.

8.1 Fees

As requested by the City, our proposal provides a firm estimate for completing the West End WWTP Phase 2 Upgrades in accordance with the scope of work outlined in the RFP and our Proposal. The total fees and expenses are provided in a separate document uploaded in Bids and Tenders, including disbursements, but excluding provisional items and HST.

The costs and level of effort identified in our pricing are presented with the following qualifications:

- AECOM fee rates will be charged according to an individual bill rate schedule, which will be updated with new rates each year, starting on October 1st. The resource fee rates presented in the TCM represent estimated average rates over the course of the project.
- Fees and expenses are based on the scope, time, and allowances indicated in the work plan and project completion as per the schedule.
- Progress billings will be completed monthly with 28-day payment terms.
- No allowance has been made for approval applications, permits or authority fees, which are understood to be paid directly by the City.
- Meetings are limited to the number and staff shown in the work plan.
- Costs are based on the premise that all available hard copy and/or digital information required is provided within the scheduled timeframe allowed for in our proposal.

8.2 Cost Control

AECOM fully understands the need to work within established project budgets. We have a proactive approach to limit the impact of unforeseen changes on the overall budget and schedule established for project completion. Our plan to keep the project on schedule and within budget is based on timely monitoring, effective communication, and a clear understanding of our project commitments. Our Project Management and Delivery Team will monitor progress using our in-house financial and scheduling software. We will finalize our work program and management approach to successfully complete the project to the City's satisfaction.

9. Closing

AECOM is pleased to submit this Proposal for the City's consideration. We are fully prepared to move forward on this assignment. Our resources are ready and dedicated to meet our proposed work plan and schedule. We trust this proposal meets your requirements. Should you wish to discuss further, please do not hesitate to contact Neil Awde at 519-476-6052.

AECOM

AECOM is the global infrastructure leader, committed to delivering a better world. As a trusted professional services firm powered by deep technical abilities, we solve our clients' complex challenges in water, environment, energy, transportation and buildings. Our teams partner with public- and private-sector clients to create innovative, sustainable and resilient solutions throughout the project lifecycle – from advisory, planning, design and engineering to program and construction management. In 2026, AECOM Canada was recognized by Renew Canada for its participation in 38 of the Top 100 infrastructure projects across Canada. Learn more at aecom.ca.

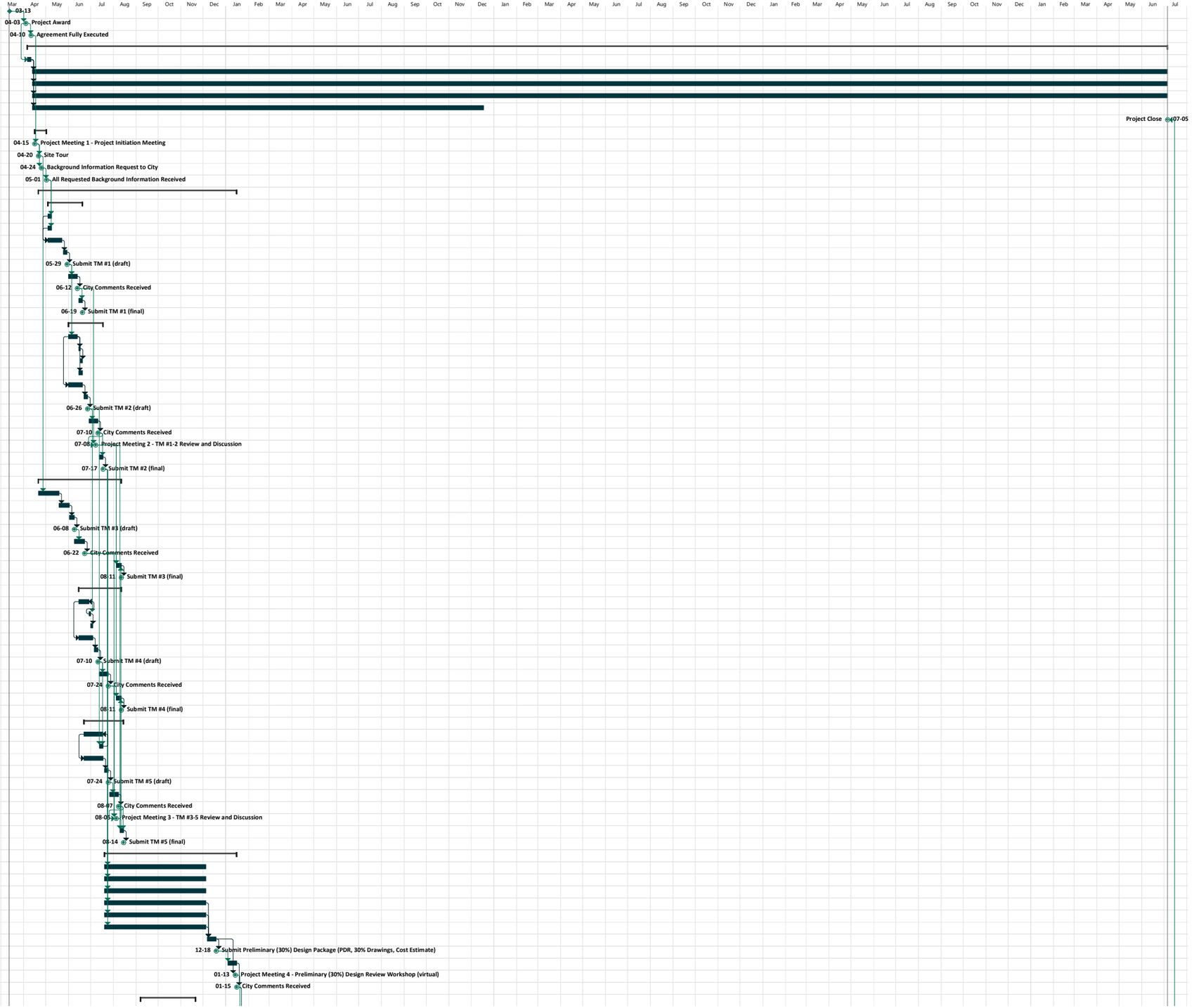


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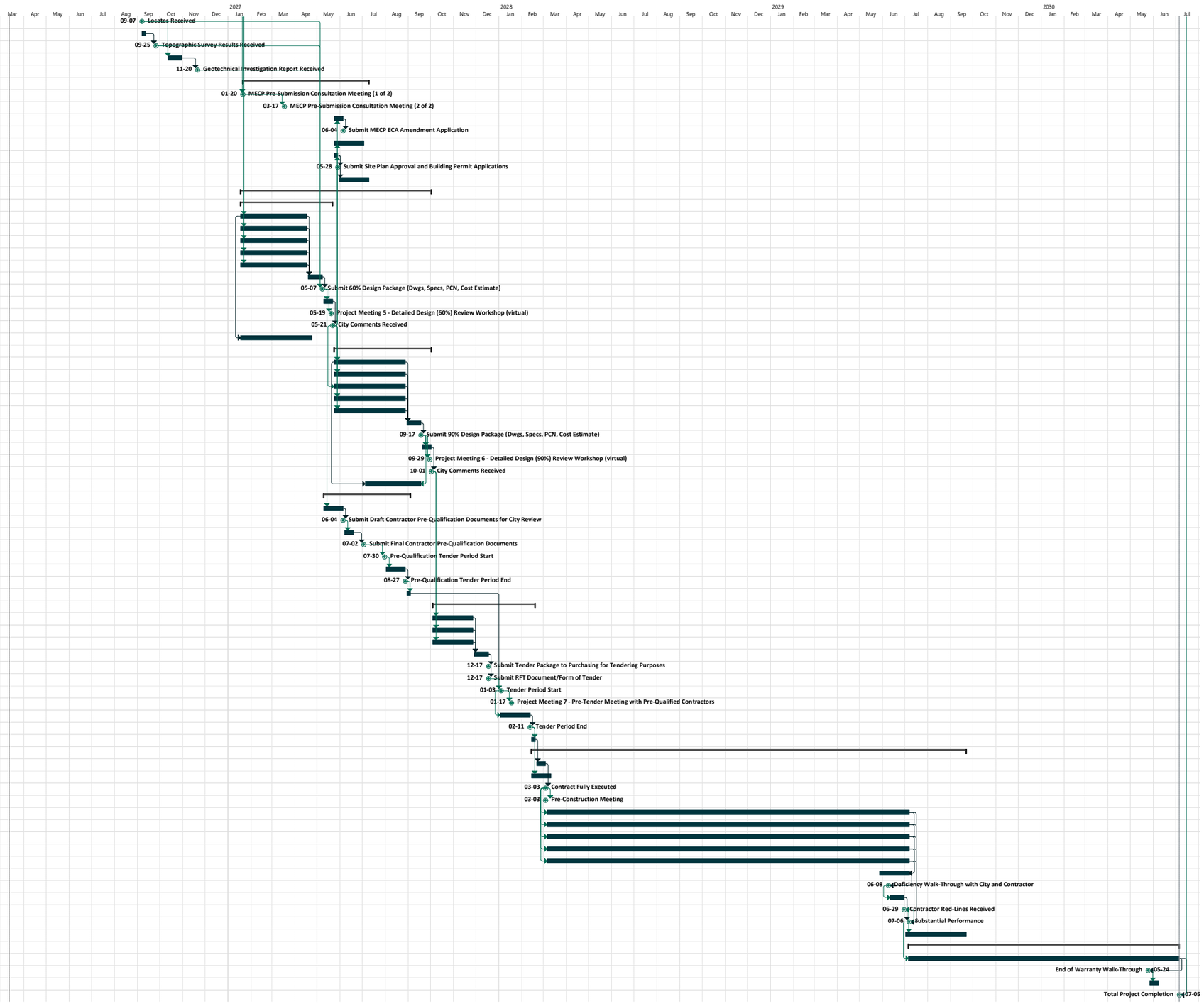
ID	Task Name	Duration	Start	Finish
1	**Proposal Submission**	**0 days**	**Fri 26-03-13**	**Fri 26-03-13**
2	**Project Award**	**0 days**	**Fri 26-04-03**	**Fri 26-04-03**
3	**Agreement Fully Executed**	**0 days**	**Fri 26-04-10**	**Fri 26-04-10**
4	**Task 1 - Project Management and Administration**	**1090 days**	**Mon 26-04-06**	**Fri 30-07-05**
5	Project Setup	5 days	Mon 26-04-06	Fri 26-04-10
6	Project Management, Controls, and Administration	1085 days	Mon 26-04-13	Fri 30-07-05
7	Monthly Invoices and Progress Reports	1085 days	Mon 26-04-13	Fri 30-07-05
8	AECOM Quality Control and Health & Safety Requirements	1085 days	Mon 26-04-13	Fri 30-07-05
9	Monthly Schedule Updates during Design	430 days	Mon 26-04-13	Fri 27-12-17
10	Project Close	0 days	Fri 30-07-05	Fri 30-07-05
11	**Task 2 - Project Kickoff and Background Information Request**	**12 days**	**Wed 26-04-15**	**Fri 26-05-01**
12	**Project Meeting 1 - Project Initiation Meeting**	**0 days**	**Wed 26-04-15**	**Wed 26-04-15**
13	**Site Tour**	**0 days**	**Mon 26-04-20**	**Mon 26-04-20**
14	**Background Information Request to City**	**0 days**	**Fri 26-04-24**	**Fri 26-04-24**
15	**All Requested Background Information Received**	**0 days**	**Fri 26-05-01**	**Fri 26-05-01**
16	**Task 3 - Preliminary Design**	**184 days**	**Tue 26-04-21**	**Fri 27-01-15**
17	**TM #1 - Background Review and Existing Conditions**	**35 days**	**Mon 26-05-04**	**Fri 26-06-19**
18	Background Information Review	5 days	Mon 26-05-04	Fri 26-05-08
19	Data Analysis	5 days	Mon 26-05-04	Fri 26-05-08
20	Prepare TM #1 (draft)	15 days	Mon 26-05-04	Fri 26-05-22
21	AECOM QA/QC	5 days	Mon 26-05-25	Fri 26-05-29
22	**Submit TM #1 (draft)**	**0 days**	**Fri 26-05-29**	**Fri 26-05-29**
23	City Review of TM #1 (draft)	10 days	Mon 26-06-01	Fri 26-06-12
24	**City Comments Received**	**0 days**	**Fri 26-06-12**	**Fri 26-06-12**
25	Revise TM #1 to Address City Comments	5 days	Mon 26-06-15	Fri 26-06-19
26	**Submit TM #1 (final)**	**0 days**	**Fri 26-06-19**	**Fri 26-06-19**
27	**TM #2 - Aeration Study**	**35 days**	**Mon 26-06-01**	**Fri 26-07-17**
28	Review Current Blower Configuration, Sizing, Performance, and Limitations	10 days	Mon 26-06-01	Fri 26-06-12
29	Calculate Air Requirements	2 days	Mon 26-06-15	Tue 26-06-16
30	Review Feasible Blower Technologies and Configurations	3 days	Wed 26-06-17	Fri 26-06-19
31	Conceptual Sketches	5 days	Mon 26-06-15	Fri 26-06-19
32	Prepare TM #2 (draft)	15 days	Mon 26-06-01	Fri 26-06-19
33	AECOM QA/QC	5 days	Mon 26-06-22	Fri 26-06-26
34	**Submit TM #2 (draft)**	**0 days**	**Fri 26-06-26**	**Fri 26-06-26**
35	City Review of TM #2 (draft)	10 days	Mon 26-06-29	Fri 26-07-10
36	**City Comments Received**	**0 days**	**Fri 26-07-10**	**Fri 26-07-10**
37	**Project Meeting 2 - TM #1-2 Review and Discussion**	**0 days**	**Wed 26-07-08**	**Wed 26-07-08**
38	Revise TM #2 to Address City Comments	5 days	Mon 26-07-13	Fri 26-07-17
39	**Submit TM #2 (final)**	**0 days**	**Fri 26-07-17**	**Fri 26-07-17**
40	**TM #3 - Structural Assessment**	**81 days**	**Tue 26-04-21**	**Tue 26-08-11**
41	Structural Assessments of Primary Clarifiers, Aeration Tanks and Secondary Clarifiers	20 days	Tue 26-04-21	Mon 26-05-18
42	Prepare TM #3 (draft)	10 days	Tue 26-05-19	Mon 26-06-01
43	AECOM QA/QC	5 days	Tue 26-06-02	Mon 26-06-08
44	**Submit TM #3 (draft)**	**0 days**	**Mon 26-06-08**	**Mon 26-06-08**
45	City Review of TM #3 (draft)	10 days	Tue 26-06-09	Mon 26-06-22
46	**City Comments Received**	**0 days**	**Mon 26-06-22**	**Mon 26-06-22**
47	Revise TM #3 to Address City Comments	5 days	Wed 26-08-05	Tue 26-08-11
48	**Submit TM #3 (final)**	**0 days**	**Tue 26-08-11**	**Tue 26-08-11**
49	**TM #4 - Blower Building HVAC and Noise Assessment**	**42 days**	**Mon 26-06-15**	**Tue 26-08-11**
50	Review of Existing Blower Building Mechanical Equipment	10 days	Mon 26-06-15	Mon 26-06-29
51	Review HVAC Requirements for New Blowers	2 days	Mon 26-06-29	Tue 26-06-30
52	Identify Improvements for Blower Noise Control	3 days	Wed 26-07-01	Fri 26-07-03
53	Prepare TM #4 (draft)	15 days	Mon 26-06-15	Fri 26-07-03
54	AECOM QA/QC	5 days	Mon 26-07-06	Fri 26-07-10
55	**Submit TM #4 (draft)**	**0 days**	**Fri 26-07-10**	**Fri 26-07-10**
56	City Review of TM #4 (draft)	10 days	Mon 26-07-13	Fri 26-07-24
57	**City Comments Received**	**0 days**	**Fri 26-07-24**	**Fri 26-07-24**
58	Revise TM #4 to Address City Comments	5 days	Wed 26-08-05	Tue 26-08-11
59	**Submit TM #4 (final)**	**0 days**	**Tue 26-08-11**	**Tue 26-08-11**
60	**TM #5 - Electrical Load and Distribution Study**	**40 days**	**Mon 26-06-22**	**Fri 26-08-14**
61	Current and Future (Ph2 Upgrade) Electrical Demand Calculations	20 days	Mon 26-06-22	Fri 26-07-17
62	Develop Load List for Process and Building Mechanical Equipment	5 days	Mon 26-07-13	Fri 26-07-17
63	Prepare TM #5 (draft)	20 days	Mon 26-06-22	Fri 26-07-17
64	AECOM QA/QC	5 days	Mon 26-07-20	Fri 26-07-24
65	**Submit TM #5 (draft)**	**0 days**	**Fri 26-07-24**	**Fri 26-07-24**
66	City Review of TM #5 (draft)	10 days	Mon 26-07-27	Fri 26-08-07
67	**City Comments Received**	**0 days**	**Fri 26-08-07**	**Fri 26-08-07**
68	**Project Meeting 3 - TM #3-5 Review and Discussion**	**0 days**	**Wed 26-08-05**	**Wed 26-08-05**
69	Revise TM #5 to Address City Comments	5 days	Mon 26-08-10	Fri 26-08-14
70	**Submit TM #5 (final)**	**0 days**	**Fri 26-08-14**	**Fri 26-08-14**
71	**Preliminary (30%) Design**	**120 days**	**Mon 26-07-20**	**Fri 27-01-15**
72	Preliminary (30%) Design Calculations	100 days	Mon 26-07-20	Fri 26-12-04
73	Hydraulic Profile	100 days	Mon 26-07-20	Fri 26-12-04
74	Preliminary Equipment Selection	100 days	Mon 26-07-20	Fri 26-12-04
75	Prepare Preliminary Design Report	100 days	Mon 26-07-20	Fri 26-12-04
76	Prepare Preliminary (30%) Design Drawings (PFD, Civil and Process Layouts)	100 days	Mon 26-07-20	Fri 26-12-04
77	Prepare Preliminary (30%) Cost Estimate	100 days	Mon 26-07-20	Fri 26-12-04
78	AECOM QA/QC	10 days	Mon 26-12-07	Fri 26-12-18
79	**Submit Preliminary (30%) Design Package (PDR, 30% Drawings, Cost Estimate)**	**0 days**	**Fri 26-12-18**	**Fri 26-12-18**
80	City Review of Preliminary (30%) Design Package	10 days	Mon 27-01-04	Fri 27-01-15
81	**Project Meeting 4 - Preliminary (30%) Design Review Workshop (virtual)**	**0 days**	**Wed 27-01-13**	**Wed 27-01-13**
82	**City Comments Received**	**0 days**	**Fri 27-01-15**	**Fri 27-01-15**
83	**Task 4 - Field Studies**	**55 days**	**Mon 26-09-07**	**Fri 26-11-20**



Municipality/Agency Review | Split | Milestone | Summary | Manual Task | Project Meeting | Manual Summary

City of Sault Ste. Marie
West End WWTP Phase 2 Upgrades
Consulting Engineering and Contract Administration Services
2026PWE-ENG-01-P

ID	Task Name	Duration	Start	Finish
84	**Locates Received**	**0 days**	**Mon 26-09-07**	**Mon 26-09-07**
85	Topographic Survey	5 days	Mon 26-09-07	Fri 26-09-11
86	**Topographic Survey Results Received**	**0 days**	**Fri 26-09-25**	**Fri 26-09-25**
87	Geotechnical Investigation	15 days	Mon 26-10-12	Fri 26-10-30
88	**Geotechnical Investigation Report Received**	**0 days**	**Fri 26-11-20**	**Fri 26-11-20**
89	**Task 5 - Permits and Approvals**	**122 days**	**Wed 27-01-20**	**Fri 27-07-09**
90	**MECP Pre-Submission Consultation Meeting (1 of 2)**	**0 days**	**Wed 27-01-20**	**Wed 27-01-20**
91	**MECP Pre-Submission Consultation Meeting (2 of 2)**	**0 days**	**Wed 27-03-17**	**Wed 27-03-17**
92	Prepare MECP ECA Amendment Application	10 days	Mon 27-05-24	Fri 27-06-04
93	**Submit MECP ECA Amendment Application**	**0 days**	**Fri 27-06-04**	**Fri 27-06-04**
94	ESA Plans Review	30 days	Mon 27-05-24	Fri 27-07-02
95	Prepare Site Plan Approval and Building Permit Applications	5 days	Mon 27-05-24	Fri 27-05-28
96	**Submit Site Plan Approval and Building Permit Applications**	**0 days**	**Fri 27-05-28**	**Fri 27-05-28**
97	Building Department Consultation and Coordination	30 days	Mon 27-05-31	Fri 27-07-09
98	**Task 6 - Detailed Design**	**185 days**	**Mon 27-01-18**	**Fri 27-10-01**
99	**60% Design**	**90 days**	**Mon 27-01-18**	**Fri 27-05-21**
100	Engineering Design Calculations & Coordination	65 days	Mon 27-01-18	Fri 27-04-16
101	Prepare Detailed Design Drawings (60%)	65 days	Mon 27-01-18	Fri 27-04-16
102	Prepare Detailed Design Report (60%) for ECA Amendment Application	65 days	Mon 27-01-18	Fri 27-04-16
103	Prepare Cost Estimate	65 days	Mon 27-01-18	Fri 27-04-16
104	Prepare Process Control Narrative (Draft)	65 days	Mon 27-01-18	Fri 27-04-16
105	AECOM QA/QC	15 days	Mon 27-04-19	Fri 27-05-07
106	**Submit 60% Design Package (Dwgs, Specs, PCN, Cost Estimate)**	**0 days**	**Fri 27-05-07**	**Fri 27-05-07**
107	City Review of 60% Design Package	10 days	Mon 27-05-10	Fri 27-05-21
108	**Project Meeting 5 - Detailed Design (60%) Review Workshop (virtual)**	**0 days**	**Wed 27-05-19**	**Wed 27-05-19**
109	**City Comments Received**	**0 days**	**Fri 27-05-21**	**Fri 27-05-21**
110	Interdisciplinary Coordination Meetings (internal)	70 days	Mon 27-01-18	Fri 27-04-23
111	**90% Design**	**95 days**	**Mon 27-05-24**	**Fri 27-10-01**
112	Engineering Design Calculations & Coordination	70 days	Mon 27-05-24	Fri 27-08-27
113	Prepare Detailed Design Technical Specifications (90%)	70 days	Mon 27-05-24	Fri 27-08-27
114	Prepare Detailed Design Drawings (90%)	70 days	Mon 27-05-24	Fri 27-08-27
115	Prepare Cost Estimate	70 days	Mon 27-05-24	Fri 27-08-27
116	Prepare Process Control Narrative (Final)	70 days	Mon 27-05-24	Fri 27-08-27
117	AECOM QA/QC	15 days	Mon 27-08-30	Fri 27-09-17
118	**Submit 90% Design Package (Dwgs, Specs, PCN, Cost Estimate)**	**0 days**	**Fri 27-09-17**	**Fri 27-09-17**
119	City Review of 90% Design Package	10 days	Mon 27-09-20	Fri 27-10-01
120	**Project Meeting 6 - Detailed Design (90%) Review Workshop (virtual)**	**0 days**	**Wed 27-09-29**	**Wed 27-09-29**
121	**City Comments Received**	**0 days**	**Fri 27-10-01**	**Fri 27-10-01**
122	Interdisciplinary Coordination Meetings (internal, biweekly)	55 days	Mon 27-07-05	Fri 27-09-17
123	**Task 7 - Contractor Pre-Qualification**	**85 days**	**Mon 27-05-10**	**Fri 27-09-03**
124	Prepare Draft Contractor Pre-Qualification Documents	20 days	Mon 27-05-10	Fri 27-06-04
125	**Submit Draft Contractor Pre-Qualification Documents for City Review**	**0 days**	**Fri 27-06-04**	**Fri 27-06-04**
126	City Review of Contractor Pre-Qualification Documents	10 days	Mon 27-06-07	Fri 27-06-18
127	**Submit Final Contractor Pre-Qualification Documents**	**0 days**	**Fri 27-07-02**	**Fri 27-07-02**
128	**Pre-Qualification Tender Period Start**	**0 days**	**Fri 27-07-30**	**Fri 27-07-30**
129	Respond to Bidder Questions via Addenda throughout Tender Period (4 weeks)	20 days	Mon 27-08-02	Fri 27-08-27
130	**Pre-Qualification Tender Period End**	**0 days**	**Fri 27-08-27**	**Fri 27-08-27**
131	Review Tender Submissions and Provide Recommendation	5 days	Mon 27-08-30	Fri 27-09-03
132	**Task 8 - Tendering and Tender Period Assistance**	**90 days**	**Mon 27-10-04**	**Fri 28-02-18**
133	Finalize Technical Specifications for Tender Package	40 days	Mon 27-10-04	Fri 27-11-26
134	Finalize Design Drawings for Tender Package	40 days	Mon 27-10-04	Fri 27-11-26
135	Prepare Pre-Tender Construction Cost Estimate	40 days	Mon 27-10-04	Fri 27-11-26
136	AECOM QA/QC	15 days	Mon 27-11-29	Fri 27-12-17
137	**Submit Tender Package to Purchasing for Tendering Purposes**	**0 days**	**Fri 27-12-17**	**Fri 27-12-17**
138	**Submit RFT Document/Form of Tender**	**0 days**	**Fri 27-12-17**	**Fri 27-12-17**
139	**Tender Period Start**	**0 days**	**Mon 28-01-03**	**Mon 28-01-03**
140	**Project Meeting 7 - Pre-Tender Meeting with Pre-Qualified Contractors**	**0 days**	**Mon 28-01-17**	**Mon 28-01-17**
141	Respond to Bidder Questions via Addenda throughout Tender Period (6 weeks)	30 days	Mon 28-01-03	Fri 28-02-11
142	**Tender Period End**	**0 days**	**Fri 28-02-11**	**Fri 28-02-11**
143	Review Tender Submissions and Provide Recommendation for Award	5 days	Mon 28-02-14	Fri 28-02-18
144	**Task 9 - Services During Construction (70-week active construction)**	**420 days**	**Mon 28-02-14**	**Fri 29-09-21**
145	Solicit Documentation Required at the Time of Contract Execution for the Purposes of Contract Execution	10 days	Mon 28-02-21	Fri 28-03-03
146	Prepare Issued for Construction Drawings and Specifications to consolidate Addenda Items	20 days	Mon 28-02-14	Fri 28-03-10
147	**Contract Fully Executed**	**0 days**	**Fri 28-03-03**	**Fri 28-03-03**
148	**Pre-Construction Meeting**	**0 days**	**Fri 28-03-03**	**Fri 28-03-03**
149	**Biweekly Construction Meetings and Meeting Notes (biweekly)**	**350 days**	**Mon 28-03-06**	**Fri 29-07-06**
150	Shop Drawing Co-ordination & Review	350 days	Mon 28-03-06	Fri 29-07-06
151	General Site Inspection - full-time site inspection for 70 weeks	350 days	Mon 28-03-06	Fri 29-07-06
152	Design Discipline Milestone Inspections	350 days	Mon 28-03-06	Fri 29-07-06
153	General Contract Administration	350 days	Mon 28-03-06	Fri 29-07-06
154	Commissioning support including Start-up & Testing, FAT, SAT, etc.	30 days	Mon 29-05-28	Fri 29-07-06
155	**Deficiency Walk-Through with City and Contractor**	**0 days**	**Fri 29-06-08**	**Fri 29-06-08**
156	Prepare and Submit Deficiency List	15 days	Mon 29-06-11	Fri 29-06-29
157	Contractor Red-Lines Received	0 days	Fri 29-06-29	Fri 29-06-29
158	**Substantial Performance**	**0 days**	**Fri 29-07-06**	**Fri 29-07-06**
159	Prepare and Submit As-Built Drawings	60 days	Mon 29-07-02	Fri 29-09-21
160	**Task 10 - Post-Construction Services**	**261 days**	**Fri 29-07-06**	**Fri 30-07-05**
161	Warranty Support & Follow-up on Completion of Deficiencies (12 Months)	261 days	Fri 29-07-06	Fri 30-07-05
162	End of Warranty Walk-Through	0 days	Fri 30-05-24	Fri 30-05-24
163	Update Deficiency List and Submit	10 days	Mon 30-05-27	Fri 30-06-07
164	**Total Project Completion**	**0 days**	**Fri 30-07-05**	**Fri 30-07-05**



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AECOM

	AECOM Fee Model (AFM) _V12.000		PM	PM	PM	PM	PM	CP	CI	SE	EL	ME	IC	CD	QA	CI	CD	CD	GT	GT	GT	HS	HY	PR	CA	CA	CA			Disbursements				
	RFP: 2026FWE-ENG-01-P	Disp	Project Management					Process	Civil	Structural	Electrical	Mechanical	I&C	Engineering Support	QAQC	CAD Services				Geotechnical & Hydrogeology						Contract Administration								
	Proposal Name: West End WWTP Phase 2 Upgrades Engineering Design and Contract Administration Services	Name (Primary Role)	Talvite, Rick - (PROJECT DIRECTOR)	Webb, Nick - (PROJECT MANAGER)	Abercrot, Tara - (DEPUTY PROJECT MANAGER)	Spencer, Phil - (PROJECT DELIVERY LEAD)	Multiple Staff - (ADMIN SUPPORT)	Simons, Mathew - (PROCESS LEAD)	Pettis, Jeff - (CIVIL LEAD)	Hunt, Ryan - (STRUCTURAL LEAD)	Naderi, Nasim - (ELECTRICAL LEAD)	Grobler, Jan - (MECHANICAL LEAD)	Jackson, Nick - (I&C LEAD)	ENGINEERING SUPPORT, ENGINEERING SUPPORT - ENGINEERING SUPPORT)	QA/QC, QA/QC - (QA/QC)	Makda, George - (CADD LEAD)	Discipline (CADD Lead) - (CADD SUPPORT)	CADD SUPPORT - (CADD SUPPORT)	Ahn, Taesang - (GEOTECH LEAD)	Hanson, William - (GEOTECH ENGINEER)	Rahal, Omar - (GEOTECH SUPPORT)	Mashiwi, Sarah - (H&S REP)	Murchison, Jaxon - (HYDROGEO)	Kyle, Deridra - (ADMIN SUPPORT)	Van Heerwaarden, Jake - (CONTRACT ADMIN SUPPORT)	Griffiths, , John - (SITE INSPECTION)	Dilks, Matthew - (ROADA Programming)	TOTAL	TOTAL	Subconsultants	AECOM Disbursements	TOTAL	ESTIMATE
	CAD (Excl. Tax) $3,857,134.57	$Fee Rate																												Unit Price	$ 1.00	$ 1.00	Incl. Markups	Lab. + Disb.
Scope Type	Time Task Matrix		44	256	372	1,130	284	1,746	644	1,072	1,218	708	912	2,574	360	1,584	964	3,188	8	42	164	5	5	10	1,504	3,270	890	22,954	$ 3,722,679.42		57,404	67,915	$ 134,455.15	$ 3,857,134.57
	West End WWTP Phase 2 Upgrades																											22,954.00	$ 3,722,679.42		$ 57,404	$ 67,915	$ 134,455.15	$ 3,857,134.57
	WORK PLAN ACTIVITIES - $Total																												$ 3,684,210.16		$ 57,404	$ 67,915	$ 134,455.15	$ 3,818,665.31
Base Scope	WORK PLAN ACTIVITIES		44.0	252.0	366.0	1,102.0	284.0	1,670.0	644.0	1,072.0	1,218.0	708.0	912.0	2,466.0	356.0	1,584.0	964.0	3,188.0	8.0	42.0	164.0	5.0	5.0	10.0	1,504.0	3,270.0	890.0	22,728.00						
	Task 1 - Project Management - $Total																												$ 179,811.28		$ -	$ 5,000	$ 5,250.00	$ 185,061.28
Base Scope	Task 1 - Project Management		40.0	208.0	304.0	40.0	280.0	-	-	-	-	-	-	40.0	-	-	-	-	-	-	-	-	-	-	-	40.0	-	952.00					
	Project Management - $Total																												$ 179,811.28		$ -	$ 5,000	$ 5,250.00	$ 185,061.28
Base Scope	Project Management		40.0	208.0	304.0	40.0	280.0	-	-	-	-	-	-	40.0	-	-	-	-	-	-	-	-	-	-	-	40.0	-	952.00					
Base Scope	Project Setup and Closeout				8																							8.00	$ 1,060.40				$ -	$ 1,060.40
Base Scope	Project Management, Controls, and Administration		40	160	160		80																					440.00	$ 100,786.40				$ -	$ 100,786.40
Base Scope	Monthly Invoices and Progress Reports			40	80		160																					280.00	$ 42,403.20				$ -	$ 42,403.20
Base Scope	Monthly Schedule Updates during Design				40	40																						80.00	$ 13,671.20				$ -	$ 13,671.20
Base Scope	AECOM Health & Safety Requirements			8	16		40							40												40		144.00	$ 21,890.08			$ 5,000	$ 5,250.00	$ 27,140.08
	Task 2 - Data Collection and Field Verification - $Total																												$ 29,052.72		$ -	$ 5,000	$ 5,250.00	$ 34,302.72
Base Scope	Task 2 - Data Collection and Field Verification		2.0	2.0	10.0	22.0	-	20.0	4.0	20.0	20.0	20.0	20.0	-	-	-	-	-	-	-	-	-	-	-	-	8.0	-	148.00					
	Data Collection and Field Verification - $Total																												$ 29,052.72		$ -	$ 5,000	$ 5,250.00	$ 34,302.72
Base Scope	Data Collection and Field Verification		2.0	2.0	10.0	22.0	-	20.0	4.0	20.0	20.0	20.0	20.0	-	-	-	-	-	-	-	-	-	-	-	-	8.0	-	148.00					
Base Scope	Project Meeting 1 - Project Initiation Meeting		2	2	4	2																						10.00	$ 2,363.30				$ -	$ 2,363.30
Base Scope	Background Information Request to City				2	4		4	4	4	4	4	4															30.00	$ 5,742.42				$ -	$ 5,742.42
Base Scope	Site Tour				4	16		16		16	16	16	16													8		108.00	$ 20,947.00			$ 5,000	$ 5,250.00	$ 26,197.00
	Task 3 - Preliminary Studies and Design - $Total																												$ 611,684.44		$ -	$ 5,009	$ 5,250.00	$ 616,934.44
Base Scope	Task 3 - Preliminary Studies and Design		2.0	18.0	34.0	124.0	-	430.0	86.0	146.0	216.0	128.0	92.0	1,046.0	108.0	396.0	220.0	748.0	-	-	-	-	-	-	-	96.0	-	3,890.00					
	TM #1 - Background Review and Existing Conditions - $Total																												$ 34,830.80		$ -	$ -	$ -	$ 34,830.80
Base Scope	TM #1 - Background Review and Existing Conditions		-	2.0	4.0	12.0	-	48.0	4.0	4.0	26.0	4.0	4.0	96.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	208.00					
Base Scope	Background Information Review					2		8	4	4	8	4	4	16														50.00	$ 8,688.54				$ -	$ 8,688.54
Base Scope	Data Analysis					2		16						24														42.00	$ 6,771.90				$ -	$ 6,771.90
Base Scope	Prepare and Submit TM #1 (draft)				2	4		16			12			40	2													76.00	$ 12,254.98				$ -	$ 12,254.98
Base Scope	Address City Comments and Submit TM #1 (final)			2	2	4		8			6			16	2													40.00	$ 7,115.38				$ -	$ 7,115.38
	TM #2 - Aeration Study - $Total																												$ 58,769.62		$ -	$ -	$ -	$ 58,769.62
Base Scope	TM #2 - Aeration Study		-	4.0	6.0	20.0	-	90.0	-	-	2.0	-	-	252.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	-	378.00					
Base Scope	Review Current Blower Configuration, Sizing, Performance, and Limitations					2		8			2			40														52.00	$ 7,616.42				$ -	$ 7,616.42
Base Scope	Calculate Air Requirements					2		16						40														58.00	$ 8,859.26				$ -	$ 8,859.26
Base Scope	Review Feasible Blower Technologies and Configurations					2		16						40														58.00	$ 8,859.26				$ -	$ 8,859.26
Base Scope	Conceptual Sketches					2		16						40														58.00	$ 8,859.26				$ -	$ 8,859.26
Base Scope	Prepare and Submit TM #2 (draft)				2	4		24						80	2													112.00	$ 16,874.42				$ -	$ 16,874.42
Base Scope	Address City Comments and Submit TM #2 (final)			2	2	4		8						8	2													26.00	$ 4,966.62				$ -	$ 4,966.62
Base Scope	Project Meeting 2 - TM #1-2 Review and Discussion (virtual)			2	2	4		2						4														14.00	$ 2,734.38				$ -	$ 2,734.38
	TM #3 - Structural Assessment - $Total																												$ 42,153.12		$ -	$ 4,500	$ 4,725.00	$ 46,878.12
Base Scope	TM #3 - Structural Assessment		-	2.0	10.0	6.0	-	-	-	44.0	-	-	-	128.0	4.0	-	-	-	-	-	-	-	-	-	-	-	72.0	-	266.00					
Base Scope	Structural Assessment of Primary Clarifiers (1 trip)				2					8				24														58.00	$ 9,237.02				$ -	$ 9,237.02
Base Scope	Structural Assessment of Aeration Tanks (same trip as Primary Clarifiers)				2					8				24														58.00	$ 9,237.02				$ -	$ 9,237.02
Base Scope	Structural Assessment of Secondary Clarifiers (same trip as Primary Clarifiers)				2					8				24														58.00	$ 9,237.02				$ -	$ 9,237.02
Base Scope	Prepare and Submit TM #3 (draft)				2	4				16				40	2													64.00	$ 9,733.62				$ -	$ 9,733.62
Base Scope	Address City Comments and Submit TM #3 (final)			2	2	2				4				16	2													28.00	$ 4,708.44				$ -	$ 4,708.44
	TM #4 - Blower Building HVAC and Noise Assessment - $Total																												$ 21,176.06		$ -	$ -	$ -	$ 21,176.06
Base Scope	TM #4 - Blower Building HVAC and Noise Assessment		-	2.0	4.0	6.0	-	22.0	-	-	2.0	24.0	-	48.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	-	112.00					
Base Scope	Review of Existing Blower Building Mechanical Equipment							4			2	4		8														18.00	$ 3,320.56				$ -	$ 3,320.56
Base Scope	Review HVAC Requirements for New Blowers											4		8														12.00	$ 2,146.60				$ -	$ 2,146.60
Base Scope	Identify Improvements for Blower Noise Control											4		8														12.00	$ 2,146.60				$ -	$ 2,146.60
Base Scope	Prepare and Submit TM #4 (draft)				2	4		16				8		16	2													48.00	$ 9,119.62				$ -	$ 9,119.62
Base Scope	Address City Comments and Submit TM #4 (final)			2	2	2		2				4		8	2													22.00	$ 4,442.68				$ -	$ 4,442.68
	TM #5 - Electrical Load and Distribution Study - $Total																												$ 47,971.40		$ -	$ -	$ -	$ 47,971.40
Base Scope	TM #5 - Electrical Load and Distribution Study		-	4.0	6.0	10.0	-	8.0	-	2.0	90.0	10.0	-	156.0	8.0	-	-	-	-	-	-	-	-	-	-	-	-	-	294.00					
Base Scope	Develop Load List for Process and Building Mechanical Equipment							8				8		16														32.00	$ 5,904.40				$ -	$ 5,904.40
Base Scope	Current and Future (Ph2 Upgrade) Electrical Demand Calculations										40			80	2													122.00	$ 18,306.00				$ -	$ 18,306.00
Base Scope	Prepare and Submit TM #5 (draft)				2	4					40			40	4													90.00	$ 14,691.62				$ -	$ 14,691.62
Base Scope	Address City Comments and Submit TM #5 (final)			2	2	2					8			16	2													32.00	$ 5,454.08				$ -	$ 5,454.08
Base Scope	Project Meeting 3 - TM #3-5 Review and Discussion (virtual)			2	2	4				2	2	2		4														18.00	$ 3,615.30				$ -	$ 3,615.30
	Preliminary (30%) Design - $Total																												$ 406,783.44		$ -	$ 500	$ 525.00	$ 407,308.44
Base Scope	Preliminary (30%) Design		2.0	4.0	4.0	70.0	-	262.0	82.0	96.0	96.0	90.0	88.0	366.0	84.0	396.0	220.0	748.0	-	-	-	-	-	-	-	24.0	-	2,632.00					
Base Scope	Preliminary (30%) Design Calculations & Coordination					8		100	60	60	60	60	60	150	24													582.00	$ 104,928.84				$ -	$ 104,928.84
Base Scope	Hydraulic Profile					24		24						80	8													136.00	$ 22,299.92				$ -	$ 22,299.92
Base Scope	Preliminary Process Equipment Selection					4		60						24														88.00	$ 16,051.96				$ -	$ 16,051.96
Base Scope	Prepare Preliminary (30%) Design Drawings (Civil, Structural & Process Layouts, PFD, P&ID, SLD)					10		48	16	24	24	24	24		40	396	220	748										1,574.00	$ 220,093.26			$ 500	$ 525.00	$ 220,618.26
Base Scope	Prepare Preliminary Design Report					16		24	4	8	8	4	4	80	8												24	180.00	$ 30,310.68				$ -	$ 30,310.68
Base Scope	Prepare Preliminary (30%) Cost Estimate					2		4	2	4	4	2		24	4													46.00	$ 7,744.36				$ -	$ 7,744.36
Base Scope	Submit 30% Design Package (Preliminary Design Report, 30% Drawings, Cost Estimate)		2	2	2	4																						10.00	$ 2,516.66				$ -	$ 2,516.66
Base Scope	Project Meeting 4 - Preliminary (30%) Design Review Workshop (virtual)			2	2	2		2						8														16.00	$ 2,837.76				$ -	$ 2,837.76
	Task 4 - Field Studies - $Total																												$ 35,479.14		$ 57,404	$ 8,415	$ 71,980.15	$ 107,459.29
Base Scope	Task 4 - Field Studies		-	-	-	16.0	4.0	-	8.0	8.0	-	-	-	16.0	-	-	-	-	8.0	42.0	164.0	5.0	5.0	10.0	-	-	-	286.00					
	Field Studies - $Total																												$ 35,479.14		$ 57,404	$ 8,415	$ 71,980.15	$ 107,459.29
Base Scope	Field Studies		-	-	-	16.0	4.0	-	8.0	8.0	-	-	-	16.0	-	-	-	-	8.0	42.0	164.0	5.0	5.0	10.0	-	-	-	286.00					
Base Scope	Topographic Survey					8	4							16														28.00	$ 4,202.32		$ 25,014		$ 27,515.40	$ 31,717.72
Base Scope	Geotechnical Investigation																		8	42	164	5	5	10				234.00	$ 26,670.26		$ 32,390	$ 8,415	$ 44,464.75	$ 71,135.01
Base Scope	Field Study Report Review					8			8	8																		24.00	$ 4,606.56				$ -	$ 4,606.56

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	AECOM Fee Model (AFM) _V12.000		PM	PM	PM	PM	PM	CP	CI	SE	EL	ME	IC	CD	QA	CI	CD	CD	GT	GT	GT	HS	HY	PR	CA	CA	CA	TOTAL	TOTAL	Disbursements			TOTAL	ESTIMATE
	RFP: 2026FWE-ENG-01-P	Displ	Project Management					Process	Civil	Structural	Electrical	Mechanical	I&C	Engineering Support	QAQC	CAD Services					Geotechnical & Hydrogeology						Contract Administration							
	Proposal Name: West End WWTP Phase 2 Upgrades Engineering Design and Contract Administration Services	Name (Primary Role)	Talvite, Rick - (PROJECT DIRECTOR)	Mask, Nick - (PROJECT MANAGER)	Aberuti, Tara - (DEPUTY PROJECT MANAGER)	Spencer, Phil - (PROJECT DELIVERY LEAD)	Multiple Staff - (ADMIN SUPPORT)	Simons, Mathew - (PROCESS LEAD)	Petts, Jeff - (CIVIL LEAD)	Hunt, Ryan - (STRUCTURAL LEAD)	Naderi, Nasim - (ELECTRICAL LEAD)	Gruber, Jan - (MECHANICAL LEAD)	Jackson, Nick - (I&C LEAD)	ENGINEERING SUPPORT, ENGINEERING SUPPORT - (ENGINEERING SUPPORT)	QA/QC, QA/QC - (QA/QC)	Makda, George - (CADD LEAD)	Discipline (CADD) Lead - (CADD SUPPORT)	CADD SUPPORT - (CADD SUPPORT)	Ahn, Taesang - (GEOTECH LEAD)	Hanson, William - (GEOTECH ENGINEER)	Rubel, Omer - (GEOTECH SUPPORT)	Mashiwi, Sarah - (H&S REP)	Murchison, Jason - (HYDROGEO)	Kyle, Deidra - (ADMIN SUPPORT)	Van Heerwaarden, Jake - (CONTRACT ADMIN SUPPORT)	Griffiths, , John - (SITE INSPECTION)	Dilks, Matthew - (SCADA Programming)			Subconsultants	AECOM Disbursements		Incl. Markups	Lab. + Disb.
	CAD (Excl. Tax) $3,857,134.57	$Fee Rate																												Unit Price	$ 1.00	$ 1.00		
Scope Type	**Time Task Matrix**		44	256	372	1,130	284	1,746	644	1,072	1,218	708	912	2,574	360	1,584	964	3,188	8	42	164	5	5	10	1,504	3,270	890	22,954	$ 3,722,679.42		57,404	67,915	$ 134,455.15	$ 3,857,134.57
	Task 5 - Permits and Approvals - $Total																												$ 36,103.58		$ -	$ 2,500	$ 2,625.00	$ 38,728.58
Base Scope	**Task 5 - Permits and Approvals**		-	-	-	30.0	-	16.0	4.0	16.0	16.0	12.0	-	104.0	-	-	24.0	-	-	-	-	-	-	-	-	-	-	222.00					
	Permits and Approvals - $Total																												$ 36,103.58		$ -	$ 2,500	$ 2,625.00	$ 38,728.58
Base Scope	**Permits and Approvals**		-	-	-	30.0	-	16.0	4.0	16.0	16.0	12.0	-	104.0	-	-	24.0	-	-	-	-	-	-	-	-	-	-	222.00					
Base Scope	MECP Consultation and Coordination (2 meetings, virtual)					4		8						16														28.00	$ 4,535.48				$ -	$ 4,535.48
Base Scope	Prepare and Submit MECP ECA Amendment Application (application fee to be paid by the City)					4		8						16														28.00	$ 4,535.48				$ -	$ 4,535.48
Base Scope	ESA Plans Review (application fee to be paid by the City)					2					8			8														18.00	$ 2,935.58			$ 2,500	$ 2,625.00	$ 5,560.58
Base Scope	Site Services Coordination (hydro)					8					8	8		16														40.00	$ 7,440.48				$ -	$ 7,440.48
Base Scope	Prepare and Submit Site Plan Approval Application (application fee to be paid by the City)					4			4	4				16														28.00	$ 4,390.64				$ -	$ 4,390.64
Base Scope	Prepare and Submit Building Permit Application (application fee to be paid by the City)					4				4		4		16			24											52.00	$ 7,886.04				$ -	$ 7,886.04
Base Scope	Building Department Consultation and Coordination					4				8				16														28.00	$ 4,379.88				$ -	$ 4,379.88
	Task 6 - Detailed Design - $Total																												$ 984,825.46		$ -	$ -	$ -	$ 984,825.46
Base Scope	**Task 6 - Detailed Design**		-	18.0	8.0	232.0	-	428.0	226.0	230.0	370.0	216.0	284.0	1,024.0	192.0	840.0	520.0	1,800.0	-	-	-	-	-	-	-	48.0	-	6,436.00					
	60% Design - $Total																												$ 527,641.08		$ -	$ -	$ -	$ 527,641.08
Base Scope	**60% Design**		-	6.0	4.0	130.0	-	248.0	120.0	130.0	130.0	116.0	150.0	536.0	122.0	480.0	280.0	960.0	-	-	-	-	-	-	-	24.0	-	3,436.00					
Base Scope	Engineering Design Calculations & Coordination					40		60	60	60	60	60	60	240	24													664.00	$ 115,309.60				$ -	$ 115,309.60
Base Scope	Prepare Detailed Design Drawings (60%)					28		28	18	28	28	18	28		80	480	280	960								24		2,000.00	$ 279,541.22				$ -	$ 279,541.22
Base Scope	Prepare Detailed Design Technical Specifications (60%)					8		16	16	16	16	16	24	40	4													156.00	$ 27,515.44				$ -	$ 27,515.44
Base Scope	Prepare Detailed Design Report (60%) for ECA Amendment Application					8		40	8	8	8	4	4	80	4													164.00	$ 27,208.52				$ -	$ 27,208.52
Base Scope	Prepare Cost Estimate					2		8	2	2	2	2	2	24	2													46.00	$ 7,580.10				$ -	$ 7,580.10
Base Scope	Prepare Process Control Narrative (Draft)					8		80					16	120	8													232.00	$ 37,564.24				$ -	$ 37,564.24
Base Scope	Submit 60% Design Package (Dwgs, Specs, PCN, Cost Estimate)			2	4	8																						14.00	$ 2,911.76				$ -	$ 2,911.76
Base Scope	Project Meeting 6 - Detailed Design (60%) Review Workshop (virtual)			4		4		4	4	4	4	4	4	16														48.00	$ 8,980.12				$ -	$ 8,980.12
Base Scope	Interdisciplinary Coordination Meetings (internal)					24		12	12	12	12	12	12	16														112.00	$ 21,030.08				$ -	$ 21,030.08
	Process Equipment Pre-Selection (blowers) - $Total																												$ 33,424.62		$ -	$ -	$ -	$ 33,424.62
Base Scope	**Process Equipment Pre-Selection (blowers)**		-	6.0	-	18.0	-	38.0	-	-	20.0	-	12.0	112.0	-	-	-	-	-	-	-	-	-	-	-	-	-	206.00					
Base Scope	Prepare Draft Equipment Pre-Selection Documents			2		4		16			8		4	40														74.00	$ 11,987.68				$ -	$ 11,987.68
Base Scope	Prepare Final Equipment Pre-Selection Documents			4		4		8			4		2	16														38.00	$ 6,952.04				$ -	$ 6,952.04
Base Scope	Respond to Bidder Questions via Addenda throughout Tender Period (4 weeks)					4		4			2		2	16														28.00	$ 4,362.64				$ -	$ 4,362.64
Base Scope	Review Supplier Submissions and Provide Recommendation Letter					2		4			2		2	16														26.00	$ 3,944.18				$ -	$ 3,944.18
Base Scope	Shop Drawing Review					2		4			4		2	16														28.00	$ 4,312.54				$ -	$ 4,312.54
Base Scope	Supplier Coordination During Design					2		2						8														12.00	$ 1,864.94				$ -	$ 1,864.94
	90% Design - $Total																												$ 423,769.36		$ -	$ -	$ -	$ 423,769.36
Base Scope	**90% Design**		-	6.0	4.0	84.0	-	142.0	106.0	100.0	220.0	100.0	122.0	376.0	70.0	360.0	240.0	840.0	-	-	-	-	-	-	-	24.0	-	2,794.00					
Base Scope	Engineering Design Calculations & Coordination					32		48	48	48	48	48	48	200	16													536.00	$ 92,488.16				$ -	$ 92,488.16
Base Scope	Preliminary Arc Flash Study										120																	120.00	$ 22,101.60				$ -	$ 22,101.60
Base Scope	Prepare Detailed Design Drawings (90%)					18		18	24	18	18	18	24		40	360	240	840								24		1,642.00	$ 222,911.06				$ -	$ 222,911.06
Base Scope	Prepare Detailed Design Technical Specifications (90%)							16	16	16	16	16	16	40	4													140.00	$ 24,784.00				$ -	$ 24,784.00
Base Scope	Prepare Cost Estimate					2		4	2	2	2	2	2	24	2													42.00	$ 6,774.50				$ -	$ 6,774.50
Base Scope	Prepare Process Control Narrative (Final)							40					16	80	8													144.00	$ 22,616.00				$ -	$ 22,616.00
Base Scope	Submit 90% Design Package (Dwgs, Div 1-16 Specs, PCN, Cost Estimate)			2	4	4																						10.00	$ 2,074.84				$ -	$ 2,074.84
Base Scope	Project Meeting 7 - Detailed Design (90%) Review Workshop (virtual)			4		4		4	4	4	4	4	4	16														48.00	$ 8,980.12				$ -	$ 8,980.12
Base Scope	Interdisciplinary Coordination Meetings (internal)					24		12	12	12	12	12	12	16														112.00	$ 21,030.08				$ -	$ 21,030.08
	Task 7 - Contractor Pre-Qualification - $Total																												$ 26,121.26		$ -	$ -	$ -	$ 26,121.26
Base Scope	**Task 7 - Contractor Pre-Qualification**		-	-	6.0	16.0	-	10.0	10.0	10.0	10.0	10.0	10.0	68.0	6.0	-	-	-	-	-	-	-	-	-	-	-	-	156.00					
	Contractor Pre-Qualification - $Total																												$ 26,121.26		$ -	$ -	$ -	$ 26,121.26
Base Scope	**Contractor Pre-Qualification**		-	-	6.0	16.0	-	10.0	10.0	10.0	10.0	10.0	10.0	68.0	6.0	-	-	-	-	-	-	-	-	-	-	-	-	156.00					
Base Scope	Prepare Draft Contractor Pre-Qualification Documents				2	2		4	4	4	4	4	4	32	2													62.00	$ 10,000.68				$ -	$ 10,000.68
Base Scope	Prepare Final Contractor Pre-Qualification Documents				2	2		2	2	2	2	2	2	8	2													26.00	$ 4,549.44				$ -	$ 4,549.44
Base Scope	Respond to Bidder Questions via Addenda throughout Tender Period (4 weeks)					8		4	4	4	4	4	4	24														56.00	$ 9,445.28				$ -	$ 9,445.28
Base Scope	Review Tender Submissions and Provide Recommendation				2	4								4	2													12.00	$ 2,125.86				$ -	$ 2,125.86
	Task 8 - Tendering and Tender Period Assistance - $Total																												$ 181,694.04		$ -	$ -	$ -	$ 181,694.04
Base Scope	**Task 8 - Tendering and Tender Period Assistance**		-	6.0	4.0	40.0	-	74.0	66.0	66.0	66.0	66.0	66.0	100.0	50.0	140.0	80.0	280.0	-	-	-	-	-	-	-	14.0	-	1,118.00					
	Tendering and Tender Period Assistance - $Total																												$ 181,694.04		$ -	$ -	$ -	$ 181,694.04
Base Scope	**Tendering and Tender Period Assistance**		-	6.0	4.0	40.0	-	74.0	66.0	66.0	66.0	66.0	66.0	100.0	50.0	140.0	80.0	280.0	-	-	-	-	-	-	-	14.0	-	1,118.00					
Base Scope	Finalize Technical Specifications for Tender Package					8		8	8	8	8	8	8	40	8													104.00	$ 18,181.04				$ -	$ 18,181.04
Base Scope	Finalize Design Drawings for Tender Package					10		48	48	48	48	48	48		40	140	80	280								8		846.00	$ 133,618.46				$ -	$ 133,618.46
Base Scope	Prepare Pre-Tender Construction Cost Estimate					2		2	2	2	2	2	2	16	2													32.00	$ 5,328.02				$ -	$ 5,328.02
Base Scope	RFT Document/Form of Tender					8								4														12.00	$ 2,195.68				$ -	$ 2,195.68
Base Scope	Submit Tender Package for Tendering Purposes			2	4	2																						8.00	$ 1,656.38				$ -	$ 1,656.38
Base Scope	Project Meeting 9 - Pre-Tender Site Meeting (in-person)			4																						4		8.00	$ 2,146.32				$ -	$ 2,146.32
Base Scope	Respond to Bidder Questions via Addenda throughout Tender Period (6 weeks)					8		16	8	8	8	8	8	40														104.00	$ 17,784.24				$ -	$ 17,784.24
Base Scope	Review Tender Submissions and Provide Recommendation					2																				2		4.00	$ 783.90				$ -	$ 783.90

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	AECOM Fee Model (AFM) _V12.000	Displ	PM	PM	PM	PM	PM	CP	CI	SE	EL	ME	IC	CD	QA	CI	CD	CD	GT	GT	GT	HS	HY	PR	CA	CA	CA	TOTAL	TOTAL	Disbursements				
	RFP: 2026PWE-ENG-01-P		Project Management					Process	Civil	Structural	Electrical	Mechanical	I&C	Engineering Support	QAQC	CAD Services			Geotechnical & Hydrogeology						Contract Administration										
	Proposal Name: West End WWTP Phase 2 Upgrades Engineering Design and Contract Administration Services	Name (Primary Role)	Talvite, Rick - (PROJECT DIRECTOR)	Vasik, Nick - (PROJECT MANAGER)	Aberdt, Tara - (DEPUTY PROJECT MANAGER)	Spencer, Phil - (PROJECT DELIVERY LEAD)	Multiple Staff - (ADMIN SUPPORT)	Simons, Mathew - (PROCESS LEAD)	Petts, Jeff - (CIVIL LEAD)	Hunt, Ryan - (STRUCTURAL LEAD)	Nadeh, Nasim - (ELECTRICAL LEAD)	Dozier, Jan - (MECHANICAL LEAD)	Jackson, Nick - (I&C LEAD)	ENGINEERING SUPPORT, ENGINEERING SUPPORT - ENGINEERING SUPPORT)	QA/QC, QA/QC - (QA/QC)	Makda, George - (CADD LEAD)	Discipline CADD Lead - (CADD SUPPORT)	CADD SUPPORT - (CADD SUPPORT)	Ahn, Taesang - (GEOTECH LEAD)	Hanson, William - (GEOTECH ENGINEER)	Rukuf, Omer - (GEOTECH SUPPORT)	Mashiwi, Sarah - (H&S REP)	Murchison, Jason - (HYDROLOGIST)	Kyle, Deirdra - (ADMIN SUPPORT)	Van Heerwaarden, Jake - (CONTRACT ADMIN SUPPORT)	Griffiths, , John - (SITE INSPECTION)	Dilks, Matthew - (SCADA Programming)	TOTAL	TOTAL	Subconsultants	AECOM Disbursements	TOTAL	ESTIMATE
	CAD (Excl. Tax) $3,857,134.57	$Fee Rate																												Unit Price	$ 1.00	$ 1.00	Incl. Markups	Lab. + Disb.
Scope Type	Time Task Matrix		44	256	372	1,130	284	1,746	644	1,072	1,218	708	912	2,574	360	1,584	964	3,188	8	42	164	5	5	10	1,504	3,270	890	22,954	$ 3,722,679.42		57,404	67,915	$ 134,455.15	$ 3,857,134.57
	Task 9 - Services During Construction - $Total																												$ 1,522,755.04		$ -	$ 40,000	$ 42,000.00	$ 1,564,755.04
Base Scope	Task 9 - Services During Construction		-	-	-	534.0	-	660.0	232.0	552.0	480.0	248.0	408.0	68.0	-	208.0	120.0	360.0	-	-	-	-	-	-	1,392.0	2,920.0	890.0	9,072.00					
	Services During Construction - $Total																												$ 1,522,755.04		$ -	$ 40,000	$ 42,000.00	$ 1,564,755.04
Base Scope	Services During Construction		-	-	-	534.0	-	660.0	232.0	552.0	480.0	248.0	408.0	68.0	-	208.0	120.0	360.0	-	-	-	-	-	-	1,392.0	2,920.0	890.0	9,072.00					
Base Scope	Solicit Documentation Required at the Time of Contract Execution for the Purposes of Contract Execution					4																			8			12.00	$ 1,853.80				$ 1,853.80
Base Scope	Prepare Issued for Construction Drawings and Specifications to consolidate Addenda Items					6		6	6	6	6	6	6	28		88	40	160										358.00	$ 49,366.46				$ 49,366.46
Base Scope	Pre-Construction Meeting (virtual)					4																			8			12.00	$ 1,853.80				$ 1,853.80
Base Scope	Construction Progress Meetings and Meeting Notes (bi-weekly for 70 week construction period, qty 35 meetings)					80																			160			240.00	$ 37,076.00		$ 5,000	$ 5,250.00	$ 42,326.00
Base Scope	Shop Drawing Coordination & Review					120		160	120	160	160	120	120												320			1,280.00	$ 227,696.00			$ -	$ 227,696.00
Base Scope	General Site Inspection - full-time site inspection (40 hours/week for 70 weeks)																									2,800		2,800.00	$ 511,616.00		$ 5,000	$ 5,250.00	$ 516,866.00
Base Scope	Design Discipline Milestone Inspections							120	8	120	48	24	16															336.00	$ 65,052.48		$ 15,000	$ 15,750.00	$ 80,802.48
Base Scope	General Contract Administration (incl. RFIs, RFQs, COs, Progress Payments, Respond to Construction Issues, Negotiations, etc.) - General at 2 days/week for 70 weeks + Discipline Involvement as Required					280		240	80	240	240	80	160												840			2,160.00	$ 359,545.60			$ -	$ 359,545.60
Base Scope	SCADA Programming and Integration												16														850	866.00	$ 111,586.70		$ 12,500	$ 13,125.00	$ 124,711.70
Base Scope	Commissioning Support, FAT, SAT, and Preparation of Final PCN					24		80					60	40											16	80	40	340.00	$ 56,086.88		$ 1,000	$ 1,050.00	$ 57,136.88
Base Scope	Pre-Commissioning Meetings (qty 2, virtual)					8		12					12												8			40.00	$ 6,693.92			$ -	$ 6,693.92
Base Scope	Deficiency Walkthrough with City and Contractor							16																	16	8		40.00	$ 6,717.92		$ 1,500	$ 1,575.00	$ 8,292.92
Base Scope	Prepare and Submit Deficiency List					8		8	8	8	8	8	8												16	16		88.00	$ 15,911.92			$ -	$ 15,911.92
Base Scope	Prepare and Submit As-Built Drawings							18	10	18	18	10	10			120	80	200								16		500.00	$ 71,697.56			$ -	$ 71,697.56
	Task 10 - Post-Construction Services - $Total																												$ 76,683.20		$ -	$ 2,000	$ 2,100.00	$ 78,783.20
Base Scope	Task 10 - Post-Construction Services		-	-	-	48.0	-	32.0	8.0	24.0	40.0	8.0	32.0	-	-	-	-	-	-	-	-	-	-	-	112.0	144.0	-	448.00					
	Post-Construction Services - $Total																												$ 76,683.20		$ -	$ 2,000	$ 2,100.00	$ 78,783.20
Base Scope	Post-Construction Services		-	-	-	48.0	-	32.0	8.0	24.0	40.0	8.0	32.0	-	-	-	-	-	-	-	-	-	-	-	112.0	144.0	-	448.00					
Base Scope	Warranty Period Support & Follow-up on Completion of Deficiencies (12 Months)					40		8			24		24												80	120		296.00	$ 49,668.72			$ -	$ 49,668.72
Base Scope	Warranty Period Walk-through							16		16	8														16	8		64.00	$ 11,102.56		$ 2,000	$ 2,100.00	$ 13,202.56
Base Scope	Update Deficiency List and Submit					8		8	8	8	8	8	8												16	16		88.00	$ 15,911.92			$ -	$ 15,911.92
	Provisional Task 1 - Bypass Study - $Total																												$ 38,469.26		$ -	$ -	$ -	$ 38,469.26
Provisional	Provisional Task 1 - Bypass Study		-	4.0	6.0	28.0	-	76.0	-	-	-	-	-	108.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	226.00					
	Bypass Study - $Total																												$ 38,469.26		$ -	$ -	$ -	$ 38,469.26
Provisional	Bypass Study		-	4.0	6.0	28.0	-	76.0	-	-	-	-	-	108.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	226.00					
	Bypass Study - $Total																												$ 38,469.26		$ -	$ -	$ -	$ 38,469.26
Provisional	Bypass Study		-	4.0	6.0	28.0	-	76.0	-	-	-	-	-	108.0	4.0	-	-	-	-	-	-	-	-	-	-	-	-	226.00					
Provisional	Preliminary Hydraulic Profile					8		24						40														72.00	$ 11,725.84			$ -	$ 11,725.84
Provisional	Review Current Bypass Configuration and Limitations					4		8						8														20.00	$ 3,491.80			$ -	$ 3,491.80
Provisional	Review Options for Accurate Bypass Flow Measurement and Flow Splitting					4		16						8														28.00	$ 5,103.00			$ -	$ 5,103.00
Provisional	Prepare and Submit TM (draft)				2	4		24						40	2													72.00	$ 11,656.02			$ -	$ 11,656.02
Provisional	Address City Comments and Submit TM (final)			2	2	4		2						8	2													20.00	$ 3,758.22			$ -	$ 3,758.22
Provisional	Project Meeting - TM Review and Discussion (virtual)			2	2	4		2						4														14.00	$ 2,734.38			$ -	$ 2,734.38

Labour	$ 3,722,679.42
Disbursements	$ 125,319.00
SUB Markup	$ 5,740.40
ODCs Markup	$ 3,395.75
Estimate TOTAL (Excluding HST)	$ 3,857,134.57

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-75

AGREEMENT: A by-law to authorize the execution of a Letter of Engagement between the City and KPMG LLP for the audit of annual financial statements.

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 Letter of Engagement dated January 9, 2026 between the City and KPMG LLP, a copy of which is attached as Schedule “A” hereto. This Letter of Engagement is for the audit of annual financial statements.

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 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-75 KPMG Letter of Engagement Audit.docx



KPMG LLP
480 Pim Street, Unit 1
Sault Ste. Marie, Ontario P6B 2V4
Canada
Telephone (705) 949 5811
Fax (705) 949 0911

PRIVATE & CONFIDENTIAL

Tom Vair
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste Marie, ON P6A 5N1

Shelley Schell
Chief Financial Officer & Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste Marie, ON P6A 5N1

January 9, 2026

The purpose of this letter is to outline the terms of our engagement to audit the consolidated annual financial statements ("financial statements") of The Corporation of the City of Sault Ste. Marie (the "Entity"), commencing for the period ending December 31, 2025.

This letter supersedes our previous letter to the Entity dated December 16, 2024.

The terms of the engagement outlined in this letter will continue in effect from period to period, unless amended or terminated in writing. The attached Assurance Terms and Conditions and any exhibits, attachments and appendices hereto and subsequent amendments form an integral part of the terms of this engagement and are incorporated herein by reference (collectively the "Engagement Letter").

FINANCIAL REPORTING FRAMEWORK FOR THE FINANCIAL STATEMENTS

The financial statements will be prepared and presented in accordance with Canadian public sector accounting standards (hereinafter referred to as the "financial reporting framework").

The financial statements will include an adequate description of the financial reporting framework.

MANAGEMENT'S RESPONSIBILITIES

Management responsibilities are described in Appendix – Management’s Responsibilities.

An audit does not relieve management or those charged with governance of their responsibilities.

KPMG LLP, an Ontario limited liability partnership and member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. KPMG Canada provides services to KPMG LLP.

AUDITOR'S RESPONSIBILITIES

We apply the following ethical requirements, including independence requirements, in:

- the rules of professional conduct / code of ethics applicable to the practice of public accounting issued by various professional accounting bodies in Canada ("CPA Code") that are relevant to audits of financial statements; and

- the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants that are relevant to audits of financial statements.

Our responsibilities are described in Appendix – Auditor's Responsibilities.

If management does not fulfill the responsibilities above, we cannot complete our audit.

ADDITIONAL RESPONSIBILITIES REGARDING "OTHER INFORMATION"

"Other information" is defined in professional standards to be the financial or non-financial information (other than the financial statements and the auditor's report thereon) included in the "annual report". An "annual report" is defined in professional standards to comprise a document or combination of documents. Professional standards also indicate that:

- an annual report is prepared typically on an annual basis in accordance with law, regulation or custom (i.e., is reoccurring)
- an annual report contains or accompanies the financial statements and the auditor's report thereon
- an annual report's purpose is to provide owners (or similar stakeholders) with information on:
  - operations; and/or
  - financial results and financial position as set out in the financial statements.

Based on discussions with management, there are no documents, or combination of documents, expected to meet the definition of an "annual report" under professional standards.

AUDITOR'S DELIVERABLES

Unless otherwise specified, our report(s) will be in writing and the expected content of our report(s) are provided in *Appendix – Expected Form of Report*. However, there may be circumstances in which a report may differ from its expected form and content.

In addition, if we become aware of information that relates to the information we reported on after we have issued our report, but which was not known to us at the date of our report, and which is of such a nature and from such a source that we would have investigated that information had it come to our attention during the course of our engagement, we will, as soon as practicable: (1) communicate such an occurrence to those charged with governance; and (2) undertake an investigation to determine whether the information is reliable and whether the facts existed at the date of our report. Further, management agrees that in conducting that investigation, we will have the full cooperation of the Entity's personnel. If the subsequently discovered information is found to be of such a nature that: (a) our report would have been affected if the information had been known as of the date of our report; and (b) we believe that the report may have been distributed to someone who would attach importance to the information, appropriate steps will be taken by KPMG, and appropriate steps will also be taken by the Entity, to advise of the newly discovered facts and the impact to the information we reported on.

NON-AUDIT SERVICE - CERTAIN ASSISTANCE RELATING TO WORD PROCESSING AND/OR PREPARATION OF FINANCIAL STATEMENTS

Word Processing

We will assist management by providing word processing for the Entity's financial statements and related notes.

Assistance in Preparing Financial Statements

We will assist management in preparing the financial statements and related notes in accordance with the financial reporting framework.

We will use information from the trial balance and/or other source documents provided by management to assist management in preparing the financial statements and related notes. We may also provide advice and recommendations to assist management of the Entity in performing its responsibilities.

We will not assume management responsibilities on behalf of the Entity.

The Entity agrees to:

- Assume all management responsibilities, including determining the accuracy and completeness of the financial statements and notes.
- Assign a suitable employee with appropriate skills, knowledge and/or experience to oversee the financial statement preparation assistance and evaluate the adequacy and results of the services.
- Accept responsibility for the results of the financial statement preparation assistance.

INCOME TAX COMPLIANCE AND ADVISORY SERVICES

Tax compliance and advisory services are outside the scope of this letter. These services will be subject to the terms and conditions of a separate engagement letter.

ADDITIONAL SERVICES

Our engagement also includes the following services:

- Advice on other business matters
- Audit of the Corporation of the City of Sault Ste. Marie Trust Funds
- Audit of the Corporation of the City of Sault Ste. Marie Provincial Offences Administration
- Audit of other funded programs as required

USE OF KPMG CLARA

The terms and conditions for use of KPMG Clara apply to the use of the collaboration tool and can be found at: https://kcfcdocumentstore.blob.core.windows.net/documents/KCfc_terms_and_conditions%20Canada%20June%2024.pdf.

FEES

The Entity and KPMG agree to fees based on the fee structures and descriptions outlined in our proposal to you dated August 18, 2022.

Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavour to notify you of any such circumstances as they are assessed.

Routine administrative expenses, such as long distance telephone calls, photocopies, fax charges, printing, postage, delivery, and secretarial time will be charged on the basis outlined in the accepted proposal. Out-of-pocket costs, if required, such as travel or direct billed confirmations will be charged as incurred.

We are pleased to inform you of a new, convenient bill payment option that we have recently introduced. You can now add KPMG to your online banking platform which will allow you to pay your invoices with ease and efficiency. This method of payment is designed to streamline payment of your invoices with us, making the process of settling your invoices simpler and more convenient. Detailed instructions on how to add KPMG as a bill payment option will be included with your invoices.

* * * * * * * * *

We are available to provide a wide range of services beyond those outlined above. Additional services are subject to separate terms and arrangements.

We are proud to provide you with the services outlined above and we appreciate your confidence in our work. We shall be pleased to discuss this letter with you at any time. If the arrangements and terms are acceptable, please sign the duplicate of this letter in the space provided and return it to us.

Yours very truly,

KPMG LLP

Oscar Poloni, CPA, CA, LPA
Partner, responsible for the engagement and its performance, and for the report that is issued on behalf of KPMG LLP, and who, where required, has the appropriate authority from a professional, legal or regulatory body
705-669-2515

Enclosure

The terms of the engagement set out are as agreed:

Tom Vair, Chief Administrative Officer

(having the appropriate authority to engage the Entity as defined above)

Date (DD/MM/YY)

Shelley Schell, Chief Financial Officer & Treasurer
(having the appropriate authority to engage the Entity as defined above)

Date (DD/MM/YY)

Matthew Shoemaker, Mayor
(having the appropriate authority to engage the Entity as defined above)

Date (DD/MM/YY)

Rachel Tyczinski, City Clerk
(having the appropriate authority to engage the Entity as defined above)

Date (DD/MM/YY)

Appendix - Management's Responsibilities

Management acknowledges and understands that they are responsible for:

(a) the preparation and fair presentation of the financial statements in accordance with the financial reporting framework referred to above
(b) providing us with all information of which management is aware that is relevant to the preparation of the financial statements ("relevant information") such as financial records, documentation and other matters, including:
  - the names of all related parties and information regarding all relationships and transactions with related parties
  - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors, and committees of the board of directors that may affect the financial statements. All significant actions are to be included in such summaries.
(c) providing us with unrestricted access to such relevant information.
(d) providing us with complete responses to all enquiries made by us during the engagement.
(e) providing us with additional information that we may request from management for the purpose of the engagement.
(f) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain evidence.
(g) such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
(h) ensuring that all transactions have been recorded and are reflected in the financial statements.
(i) providing us with written representations required to be obtained under professional standards and written representations that we determine are necessary. Management also acknowledges and understands that, as required by professional standards, we may disclaim an audit opinion when management does not provide certain written representations required.
(j) ensuring that internal auditors providing direct assistance to us, if any, will be instructed to follow our instructions and that management, and others within the Entity, will not intervene in the work the internal auditors perform for us.

Appendix - Auditor's Responsibilities

Our function as auditors of the Entity is:

- to express an opinion on whether the Entity's annual financial statements, prepared by management with the oversight of those charged with governance, are, in all material respects, in accordance with the financial reporting framework referred to above
- to report on the annual financial statements

We will conduct the audit of the Entity's annual financial statements in accordance with Canadian generally accepted auditing standards and relevant ethical requirements, including those pertaining to independence (hereinafter referred to as applicable "professional standards").

We will plan and perform the audit to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error. Accordingly, we will, among other things:

- identify and assess risks of material misstatement, whether due to fraud or error, based on an understanding of the Entity and its environment, including the Entity's internal control. In making those risk assessments, we consider internal control relevant to the Entity's preparation of the annual financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control
- obtain sufficient appropriate audit evidence about whether material misstatements exist, through designing and implementing appropriate responses to the assessed risks
- form an opinion on the Entity's annual financial statements based on conclusions drawn from the audit evidence obtained
- communicate matters required by professional standards, to the extent that such matters come to our attention, to the appropriate level of management, those charged with governance and/or the board of directors. The form (oral or in writing) and the timing will depend on the importance of the matter and the requirements under professional standards

Appendix - Expected Form of Report

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the City of Sault Ste. Marie

Opinion

We have audited the consolidated financial statements of The Corporation of the City of Sault Ste. Marie (the Entity), which comprise:

- the consolidated statement of financial position as at December 31, 2025
- the consolidated statement of operations for the year then ended
- the consolidated statement of remeasurement gains and losses for the year then ended
- the consolidated statement of changes in net debt for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at December 31, 2025, and its consolidated results of operations, its consolidated remeasurement gains and losses, its consolidated changes in net debt and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the ***"Auditor's Responsibilities for the Audit of the Financial Statements"*** section of our auditor's report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Appendix - Expected Form of Report (continued)

In preparing the consolidated financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

  The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.

Appendix - Expected Form of Report (continued)

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

These Terms and Conditions are an integral part of the accompanying engagement letter or proposal from KPMG that identifies the engagement to which they relate (and collectively form the "Engagement Letter"). The Engagement Letter supersedes all written or oral representations on this matter. The term "Entity" used herein has the meaning set out in the accompanying engagement letter or proposal. The term "Management" used herein means the management of Entity.

1. DOCUMENTS AND LICENSES.

a. All working papers, files and other internal materials created or produced by KPMG in relation to this engagement and all copyright and intellectual property rights therein are the property of KPMG.
b. Only in connection with the services herein, Entity hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of Entity solely for presentations or reports to Entity or for internal KPMG presentations and intranet sites. Further, Entity agrees that KPMG may list Entity as a customer in KPMG's internal and external marketing materials, including KPMG websites and social media, indicating the general services rendered (e.g., "Client is an Audit, Advisory, and/or Tax client of KPMG LLP").

2. ENTITY'S RESPONSIBILITIES.

a. Entity agrees that all management responsibilities will be performed and all management decisions will be made by Entity, and not by KPMG.
b. Entity's provision of documents and information to KPMG on a timely basis is an important factor in our ability to issue any reports under this Engagement Letter. KPMG is not responsible for any consequences arising from Entity's failure to deliver documents and information as required.
c. To the extent that KPMG personnel are on Entity's premises, Entity will take all reasonable precautions for their safety.
d. Entity understands and acknowledges that KPMG's independence may be impaired if any KPMG partner, employee or contractor accepts any offer of employment from Entity.
e. Except as required by applicable law or regulation, Entity shall keep confidential the terms of this Engagement Letter, and such confidential information shall not be distributed, published or made available to any other person without KPMG's express written permission.
f. Management agrees to promptly provide us with a copy of any comment letter or request for information issued by any securities or other regulatory authority in respect of information on which KPMG reported, including without limitation any continuous disclosure filings.

3. FEE AND OTHER ARRANGEMENTS.

a. KPMG's estimated fee is based in part on the quality of Entity's records, the agreed-upon level of preparation and assistance from Entity's personnel, and adherence by Entity to the agreed-upon timetable. KPMG's estimated fee also assumes that Entity's financial statements and/or other financial information, as applicable, are prepared in accordance with the relevant financial reporting framework or the relevant criteria, as applicable, and that there are no significant changes to the relevant financial reporting framework or the relevant criteria, as applicable; no significant new or changed accounting policies; no significant changes to internal control; and no other significant issues.
b. Additional time may be incurred for such matters as significant issues, significant unusual and/or complex transactions, informing management about new professional standards, and any related accounting advice. Where these matters arise and require research, consultation and work beyond that included in the estimated fee, Entity and KPMG agree to revise the estimated fee. Our professional fees are also subject to an additional charge to cover information technology infrastructure costs and administrative support of our client service personnel. Disbursements for items such as travel, accommodation and meals will be charged based on KPMG's actual disbursements.
c. KPMG's invoices are due and payable upon receipt. In order to avoid the possible implication that unpaid fees might be viewed as creating a threat to KPMG's independence, it is important that KPMG's bills be paid promptly when rendered. If a situation arises in which it may appear that KPMG's independence is threatened because of significant unpaid bills, KPMG may be prohibited from signing any applicable report and/or consent.
d. Fees for any other services will be billed separately from the services described in this Engagement Letter and may be subject to written terms and conditions supplemental to those in the Engagement Letter.
e. Canadian Public Accountability Board ("CPAB") participation fees, when applicable, are charged to Entity based on the annual fees levied by CPAB.

4. USE OF MEMBER FIRMS AND THIRD PARTY SERVICE PROVIDERS; STORAGE AND USE OF INFORMATION.

a. KPMG is a member firm of the KPMG International Cooperative ("KPMG International"). Entity acknowledges that in connection with the provision of services hereunder, KPMG may use the services of KPMG International member firms, as well as other third party service providers or subcontractors, and KPMG shall be entitled to share with them all documentation and information related to the engagement, including Entity's confidential information and personal information ("information"). KPMG may also: (i) directly, or using such aforementioned KPMG International member firms, third party service providers or subcontractors, perform data analytics in respect of the information; and (ii) retain and disclose to KPMG International member firms the information to share best practices or for knowledge sharing purposes. In all such cases, such information may be used, retained, processed, or stored outside of Canada by such KPMG International member firms, other third party service providers or subcontractors, and may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG represents that such KPMG International member firms, other third party service providers or subcontractors have agreed or shall agree to conditions of confidentiality with respect to Entity's confidential information, and that KPMG is responsible to ensure their compliance with those conditions. Any services performed by KPMG International member firms or other third party service providers or subcontractors shall be performed in accordance with the terms of this Engagement Letter, but KPMG remains solely responsible to Entity for the delivery of the services hereunder. Entity agrees that any claims that may arise out of the engagement will be brought solely against KPMG, the contracting party, and not against any other KPMG International member firms or other third party service providers or subcontractors referred to

above.
b. Certain information (including information relating to time, billing and conflicts) collected by KPMG during the course of the engagement may be used, retained, processed and stored outside of Canada by KPMG, KPMG International member firms or third party service providers or subcontractors providing support services to KPMG for administrative, technological and clerical/organizational purposes, including in respect of client engagement acceptance procedures and maintaining engagement profiles; and to comply with applicable law, regulation or professional standards (including for quality performance reviews). Such information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the information is used, retained, processed or stored, which laws may not provide the same level of protection for such information as will Canadian laws. KPMG may also share information with its legal advisers and insurers for the purposes of obtaining advice.
c. Entity acknowledges that KPMG aggregates anonymous information from sources including the Entity for various purposes, including to monitor quality of service, and Entity consents to such use. KPMG may also use Entity's information to offer services that may be of interest to Entity.

5. PERSONAL INFORMATION CONSENTS AND NOTICES.

KPMG may be required to collect, use and disclose personal information about individuals during the course of the engagement. Any collection, use or disclosure of personal information is subject to KPMG's Privacy Policy available at www.kpmg.ca. Entity represents and warrants that (i) it will obtain any consents required to allow KPMG to collect, use and disclose personal information in the course of the engagement, and (ii) it has provided notice to those individuals whose personal information may be collected, used and disclosed by KPMG hereunder of the potential processing of such personal information outside of Canada (as described in Section 4 above). KPMG's Privacy Officer noted in KPMG's privacy policy is able to answer any individual's questions about the collection of personal information required for KPMG to deliver services hereunder.

6. THIRD PARTY DEMANDS FOR DOCUMENTATION AND INFORMATION / LEGAL AND REGULATORY PROCESSES.

a. Entity on its own behalf hereby acknowledges and agrees to cause its subsidiaries and affiliates to acknowledge that KPMG or a foreign component auditor which has been engaged in connection with an assurance engagement ("component auditor") may from time to time receive demands from a third party (each, a "third party demand"), including without limitation (i) from CPAB or from professional, securities or other regulatory, taxation, judicial or governmental authorities (both in Canada and abroad), to provide them with information and copies of documents in KPMG's or the component auditor's files including (without limitation) working papers and other work-product relating to the affairs of Entity, its subsidiaries and affiliates, and (ii) summons for production of documents or information related to the services provided hereunder; which information and documents may contain confidential information of Entity, its subsidiaries or affiliates. Except where prohibited by law, KPMG or its component auditor, as applicable, will advise Entity or its affiliate or subsidiary of the third party demand. Entity acknowledges, and agrees to cause its subsidiaries and affiliates to acknowledge, that KPMG or its component auditor, as applicable, will produce documents and provide information in response to the third party demand, without further authority from Entity, its subsidiaries or affiliates.
b. KPMG will use reasonable efforts to withhold from production any documentation or information over which Entity asserts privilege. Entity must identify any such documentation or information at the time of its provision to KPMG by marking it as "privileged". Notwithstanding the foregoing, where disclosure of such privileged documents is required by law, KPMG will disclose such privileged documents. If and only if the authority requires such access to such privileged documents pursuant to the laws of a jurisdiction in which express consent of Entity is required for such disclosure, then Entity hereby provides its consent.
c. Entity agrees to reimburse KPMG for its professional time and any disbursements, including reasonable legal fees and taxes, in responding to third party demands.
d. Entity waives and releases KPMG from any and all claims that it may have against KPMG as a result of any disclosure or production by KPMG of documents or information as contemplated herein.
e. Entity agrees to notify KPMG promptly of any request received by Entity from any third party with respect to the services hereunder, KPMG's confidential information, KPMG's advice or report or any related document.

7. CONNECTING TO THE ENTITY'S IT NETWORK; EMAIL AND ONLINE FILE SHARING AND STORAGE TOOLS.

a. Entity authorizes KPMG personnel to connect their computers to Entity's IT Network and the Internet via the Network while at the Entity's premises for the purpose of conducting normal business activities.
b. Entity recognizes and accepts the risks associated with communicating electronically, and using online file sharing, storage, collaboration and other similar online tools to transmit information to or sharing information with KPMG, including (but without limitation) the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Entity assumes all responsibility or liability in respect of the risk associated with the use of the foregoing, and agrees that KPMG is not responsible for any issues that might arise (including loss of data) as a result of Entity using the foregoing to transmit information to or otherwise share information with KPMG and, in the case of online tools other than email, KPMG's access to and use of the same in connection with obtaining Entity information and documents.

8. LIMITATION ON WARRANTIES.

THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH WITH QUALIFIED PERSONNEL IN A COMPETENT AND WORKMANLIKE MANNER IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. SUBJECT TO SECTION 14, KPMG DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION ON LIABILITY AND INDEMNIFICATION.

a. Subject to Section 14: (i) Entity agrees that KPMG shall not be liable to Entity for any actions, damages, claims, fines, penalties, complaints, demands, suits, proceedings, liabilities, costs, expenses, or losses (collectively, "Claims") in any way arising out

of or relating to the services performed hereunder for an aggregate amount in excess of the lesser of one million dollars ($1,000,000) or two times the fees paid by Entity to KPMG under the engagement; and (ii) on a multi-phase engagement, KPMG's liability shall be based on the amount actually paid to KPMG for the particular phase that gives rise to the liability.

b. Subject to Section 14, in the event of a Claim by any third party against KPMG that arises out of or relates to the services performed hereunder, Entity will indemnify and hold harmless KPMG from all such Claims, including, without limitation, reasonable legal fees, except to the extent finally determined to have resulted from the intentional, deliberate or fraudulent misconduct of KPMG.

c. Subject to Section 14: (i) in no event shall KPMG be liable for consequential, special, indirect, incidental, punitive or exemplary damages, liabilities, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs); (ii) in any Claim arising out of the engagement, Entity agrees that KPMG's liability will be several and not joint and several; and (iii) Entity may only claim payment from KPMG of KPMG's proportionate share of the total liability based on degree of fault.

d. For purposes of this Section 9, the term KPMG shall include its subsidiaries, its associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Section 9 shall apply regardless of the form of Claim, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

10. CONSENT TO THE USE OF THE KPMG NAME OR KPMG REPORT.

Except as otherwise specifically agreed in this Engagement Letter, KPMG does not consent to:

i. the use of our name or our report in connection with information, other than what we have reported on as part of this engagement letter or our report thereon, that contains, incorporates by reference, or otherwise accompanies our report or our name;

ii. the use of our report in another language, or the use of our report in connection with information that we reported on that has been translated into another language, or the use of our name in connection with information that we reported on that has been translated into another language;

iii. the use of our report in connection with an offering document or other securities filing, including continuous disclosure filings; or

iv. the use of our name or our report in connection with the interim financial statements (or other interim financial information) to any statement by the Entity regarding the services that we provided on the interim financial statements or other interim financial information.

Any communication, report, statement or conclusion on the interim financial statements may not be included in, or otherwise referred to in any public document or public oral statements except when the interim review conclusion contains a modified conclusion, in which case our interim review report will accompany the interim financial statements.

If the Entity wishes to obtain KPMG's consent regarding the matters above or other matters not otherwise specifically covered by this Engagement Letter, we will be required to perform procedures as required by applicable professional standards, and such procedures would be a separate engagement and subject to separate engagement terms.

11. ALTERNATIVE DISPUTE RESOLUTION.

Any dispute or claim between the parties arising under or relating to this Engagement Letter or the services provided hereunder (the "Dispute") shall be submitted to non-binding mediation. If mediation is not successful within 90 days after the issuance by a party of a request for mediation, then the Dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada in force at that time. The Seat of Arbitration shall be the province where KPMG's principal office performing this engagement is located. The language of the arbitration shall be English. The Arbitral Tribunal shall be made up of a single Arbitrator. The arbitration award shall be final, conclusive and binding upon the parties, and not subject to appeal.

12. POTENTIAL CONFLICTS OF INTEREST.

a. KPMG is or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that, without further notice or disclosure to Entity, KPMG may: (i) accept or continue such engagements on matters unrelated to KPMG's engagement for Entity; and (ii) provide advice or services to any other person or entity making a competing bid or proposal to that of Entity whether or not KPMG is providing advice or services to Entity in respect of Entity's competing bid or proposal.

b. In accordance with professional standards, KPMG will not use any confidential information regarding Entity in connection with its engagements with other clients, and will establish confidentiality and other safeguards to manage conflicts, which may include, in KPMG's sole discretion, the use of separate engagement teams and data access controls.

c. In no event shall KPMG be liable to Entity, or shall Entity be entitled to a return of fees or disbursements, or any other compensation whatsoever as a result of KPMG accepting or continuing a conflicting engagement in accordance with the terms of this Engagement Letter.

d. Entity agrees that KPMG may, in its sole discretion, disclose the fact and nature of its engagement for Entity to (i) KPMG International member firms to inform conflict searches, and (ii) to the extent reasonably required in order to obtain the consent of another entity or individual in order to permit KPMG to act for such entity or individual, or for Entity, in connection with the engagement or any future engagement.

e. In the event that circumstances arise that place KPMG into a conflict of interest as between Entity and a pre-existing client, which in KPMG's sole opinion cannot be adequately addressed through the use of confidentiality and other safeguards, KPMG shall be entitled to immediately terminate the engagement with Entity, without liability.

f. Other KPMG International member firms are or may be engaged by entities and individuals who have potentially conflicting legal and business interests to Entity. Entity agrees that (i) it will not assert that other KPMG International member firms are precluded from being engaged by those other entities or individuals, and (ii) those engagements of other KPMG International member firms do not conflict with KPMG's engagement for Entity.

13. LOBBYING.

Unless expressly stated in this Engagement Letter, KPMG will not

undertake any lobbying activity, as that term is defined in all applicable federal, provincial and municipal lobbyist registration statutes and regulations, in connection with the engagement. In the event that KPMG and Entity agree that KPMG will undertake lobbying activity in connection with the engagement, such agreement shall be set out in an amendment to this Engagement Letter.

14. SEVERABILITY.

The provisions of these Terms and Conditions and the accompanying proposal or engagement letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of the provisions of these Terms and Conditions or the accompanying proposal or engagement letter are determined to be invalid, void or unenforceable, the remaining provisions of these Terms and Conditions or the accompanying proposal or engagement letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall remain valid and in effect and be enforceable and binding on the parties to the fullest extent permitted by law.

15. GOVERNING LAW.

This Engagement Letter shall be subject to and governed by the laws of the province where KPMG's principal office performing this engagement is located (without regard to such province's rules on conflicts of law).

16. LLP STATUS.

KPMG is a registered limited liability partnership (“LLP”) established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation.

17. INDEPENDENT LEGAL ADVICE.

Entity agrees that it been advised to retain independent legal advice at its own expense prior to signing this Engagement Letter (including without limitation with respect to Entity’s rights in connection with potential future conflicts) and agrees that any failure on its part to retain such independent legal counsel shall not affect (and it shall not assert that the same affects) the validity of the provisions of this Engagement Letter.

18. SURVIVAL.

All sections hereof other than Section 7(a) shall survive the expiration or termination of the engagement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-76

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 259 to the Official Plan for the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 259 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2026\Rural Estate Subdivisions - OP 259\2026-76 OP Amendment 259.docx

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*.

<u>1.4 Rural Estate Residential Subdivision Intake Window Guideline</u>

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.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-77

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 260 to the Official Plan for the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 260 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

lv\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\3. 2026\Urban Settlement Area Boundary Change\2026-77 By-Law OP Amendment 260.docx

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:

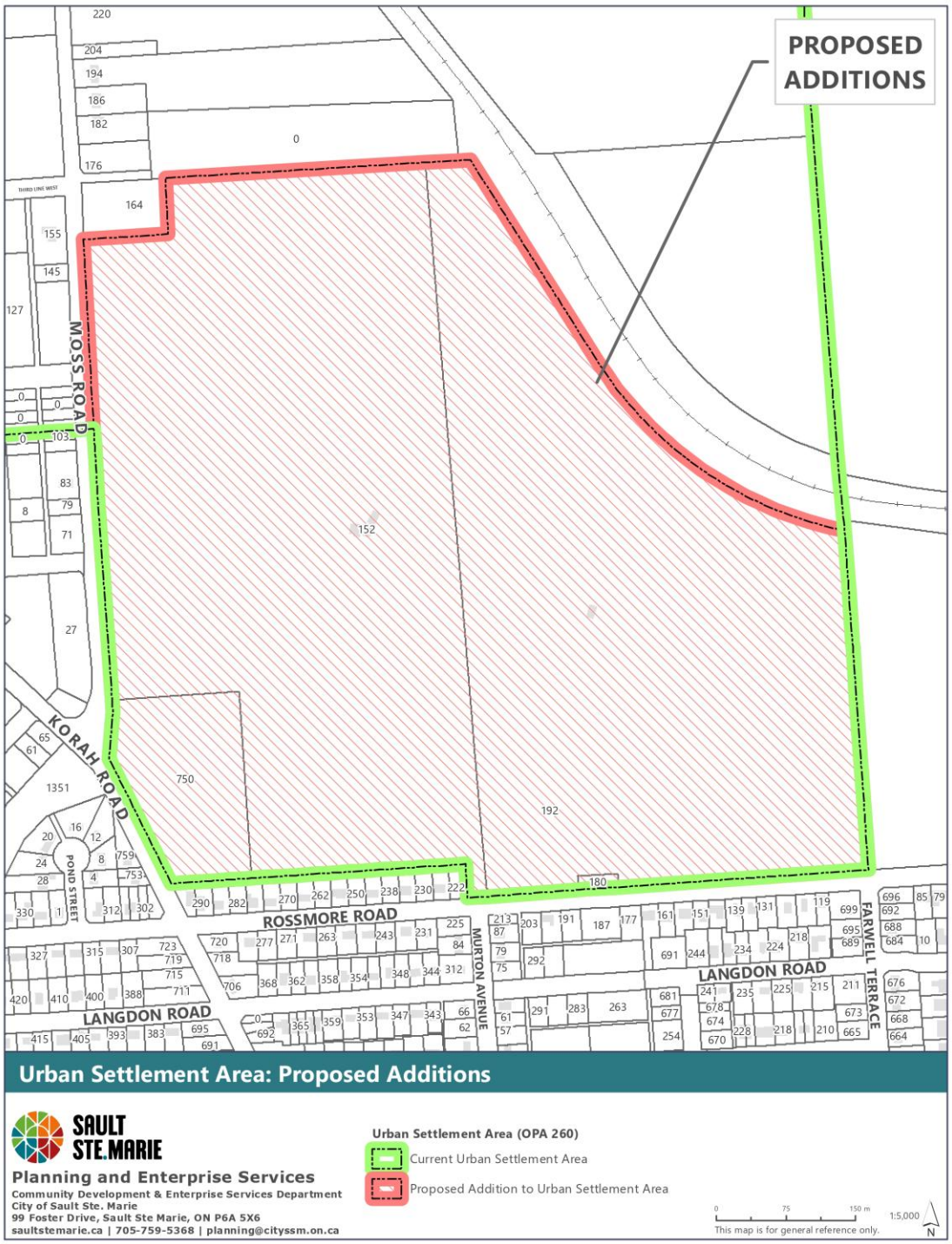
USA Amendment 1: Second Line West and Bennett–West Davignon Channel (Add 6 ha)

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.

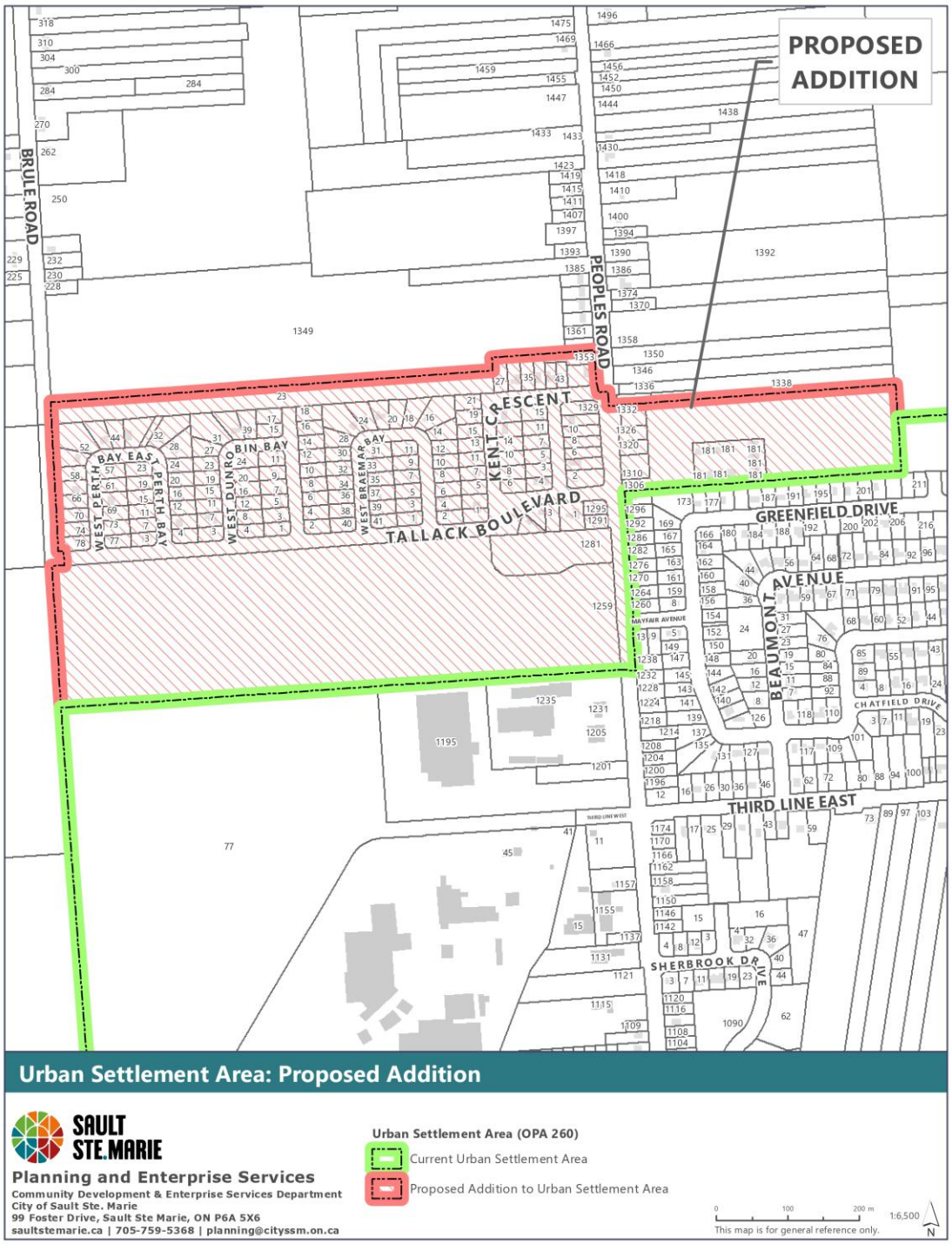


USA Amendment 2: Garson's Farm / Rossmore Road (Add 51 ha)

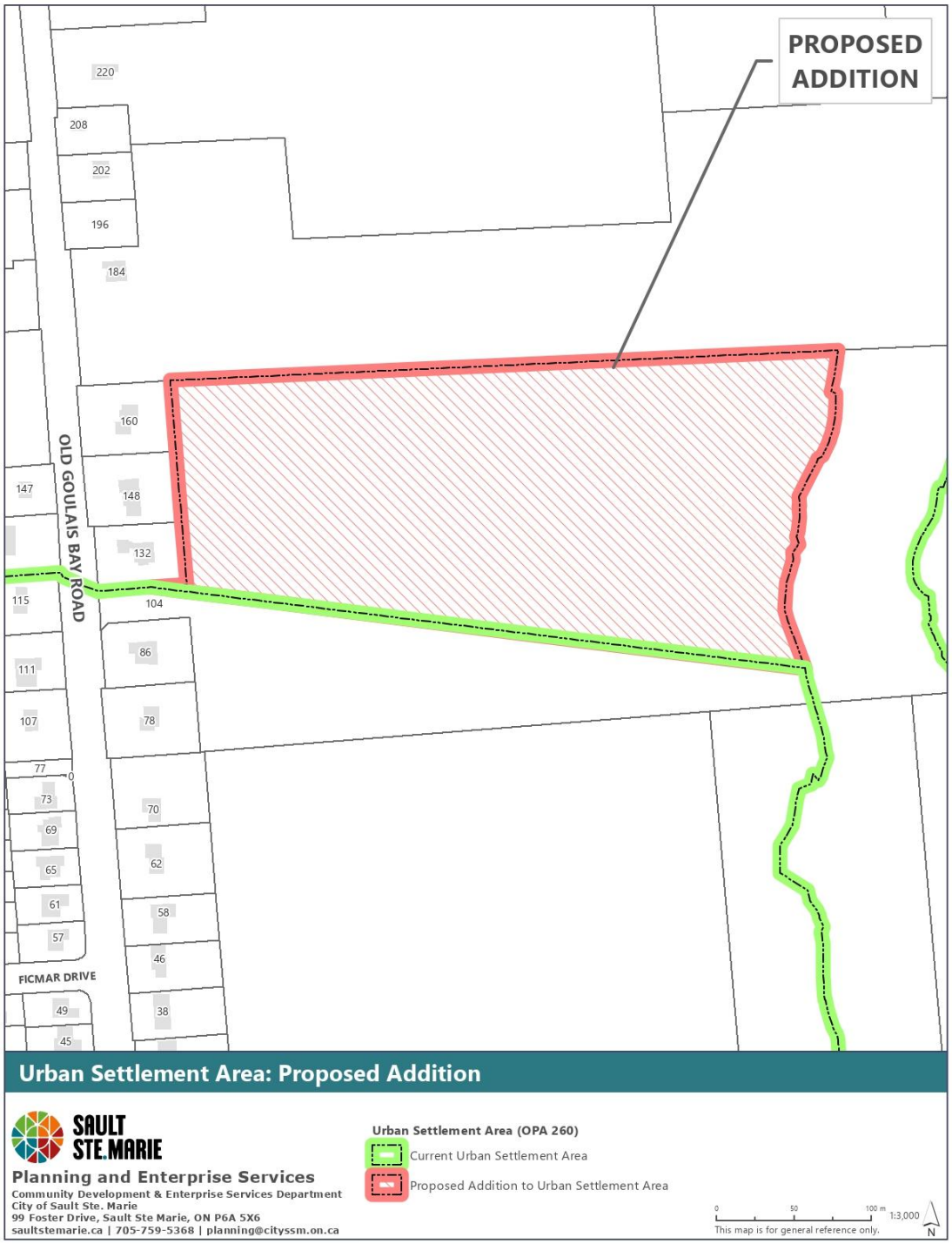
The USA is expanded to include lands surrounded by urban development on three sides and adjacent to the Elliott Sports Complex and Peoples Road industrial area.



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.

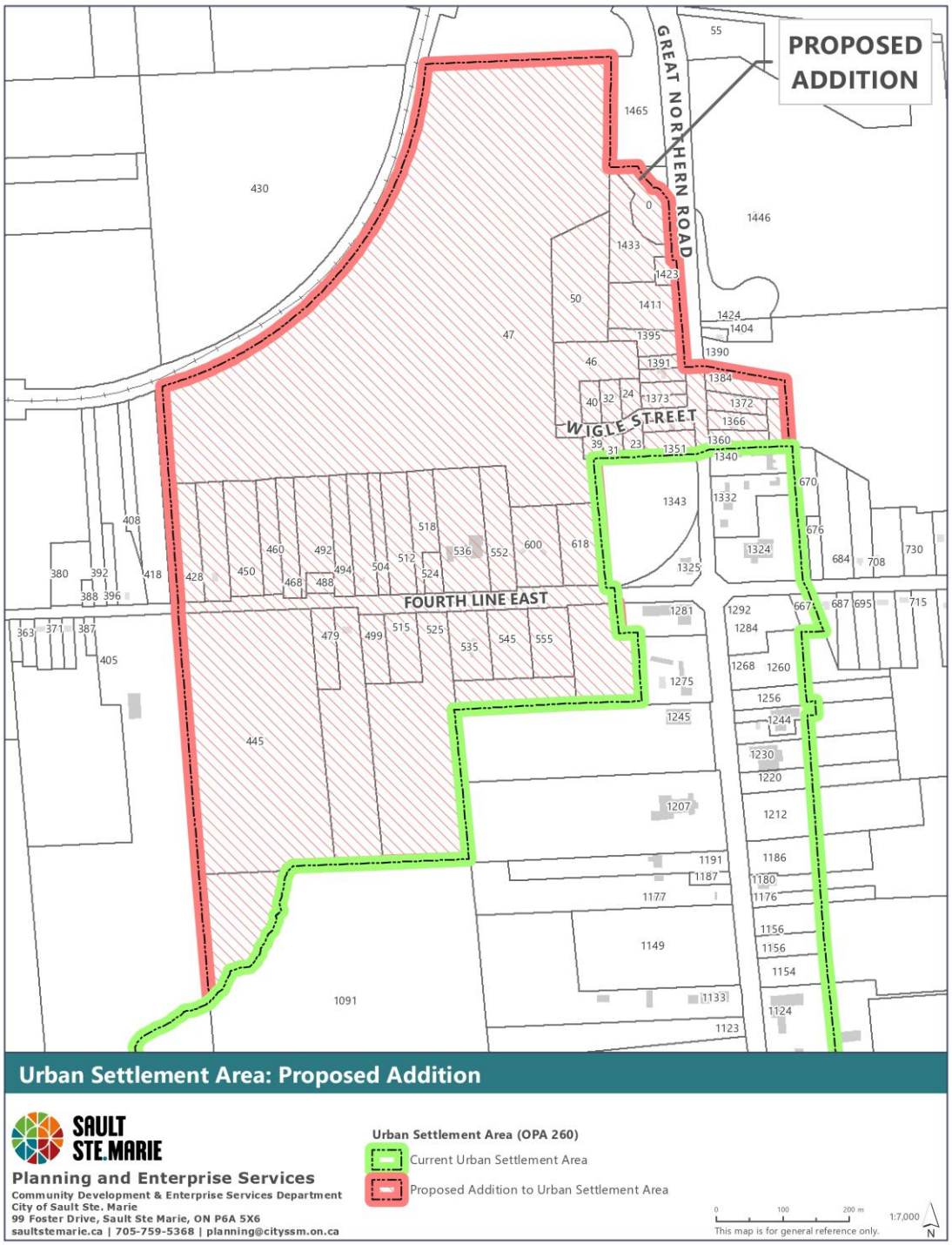


USA Amendment 4: Third Line East and Old Goulais Bay Road (Add 7 ha)
The USA boundary is expanded to continue towards the north lot line. The utility corridor towards the north and the ravine towards the east are logical boundaries.

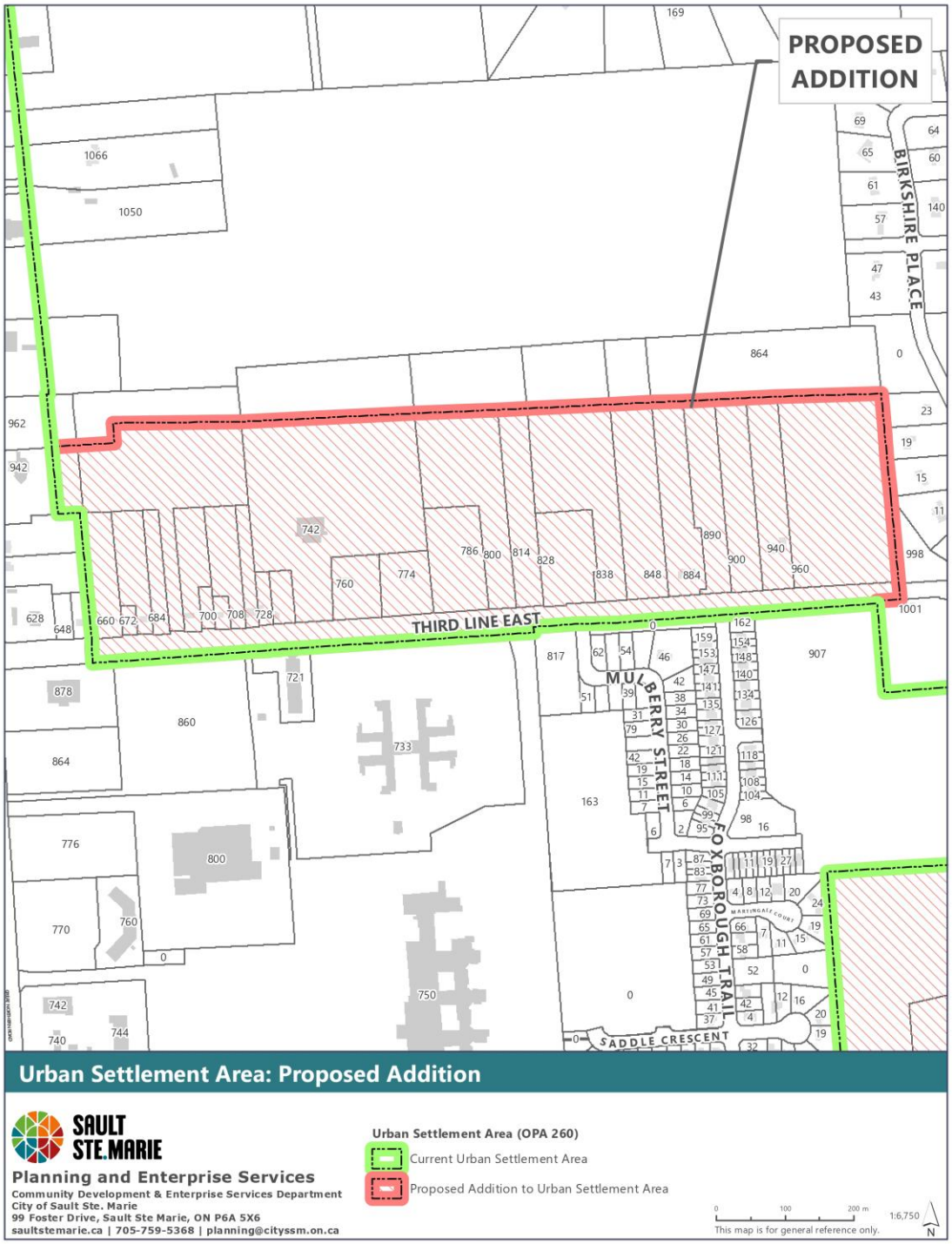


USA Amendment 5: Fourth Line and Great Northern Road Area (Add 68 hectares)

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.

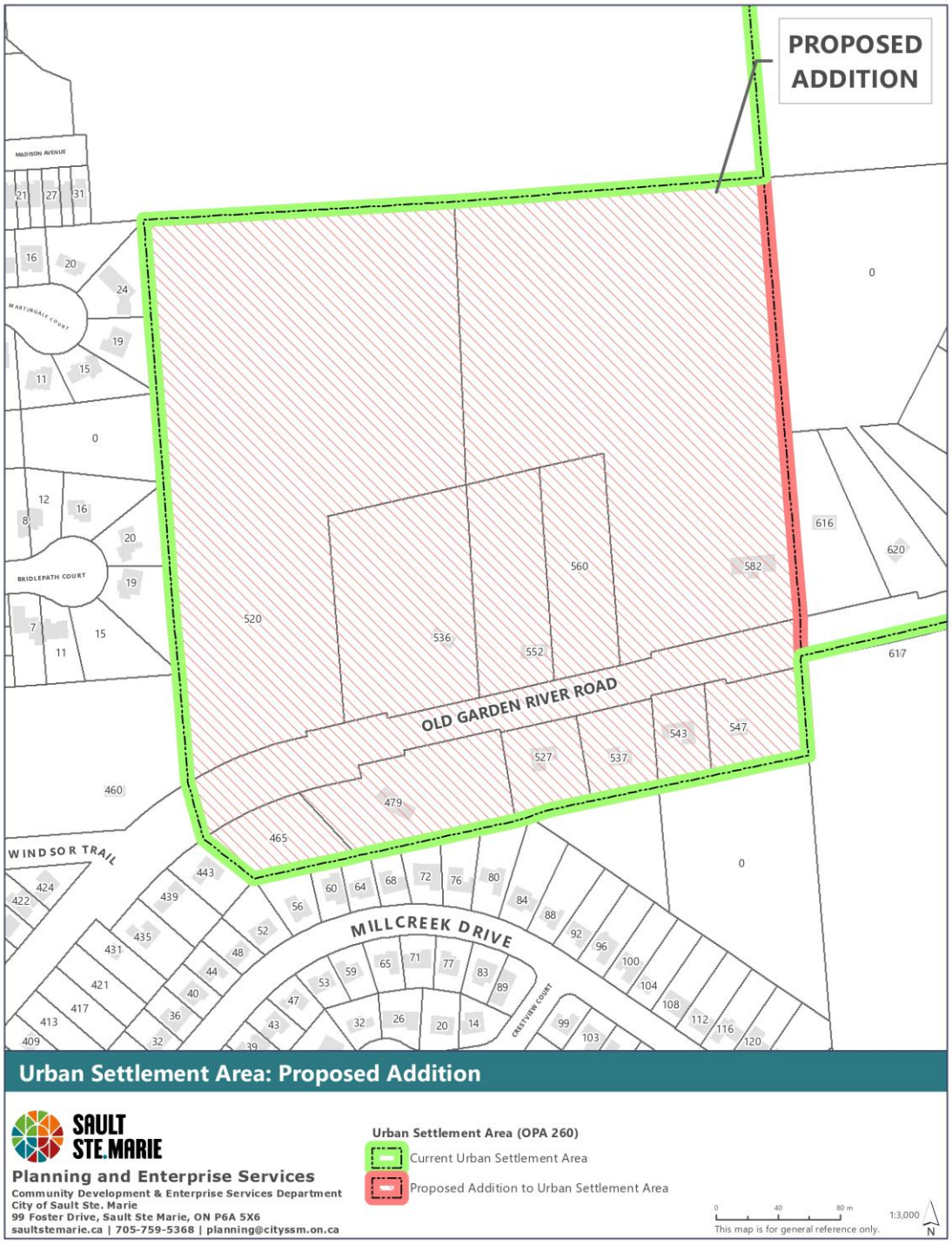


USA Amendment 6: Third Line East of Great Northern Road (Add 34 ha)
The USA is expanded to include lands between Great Northern Road and the hydro corridor west of Birkshire Place.



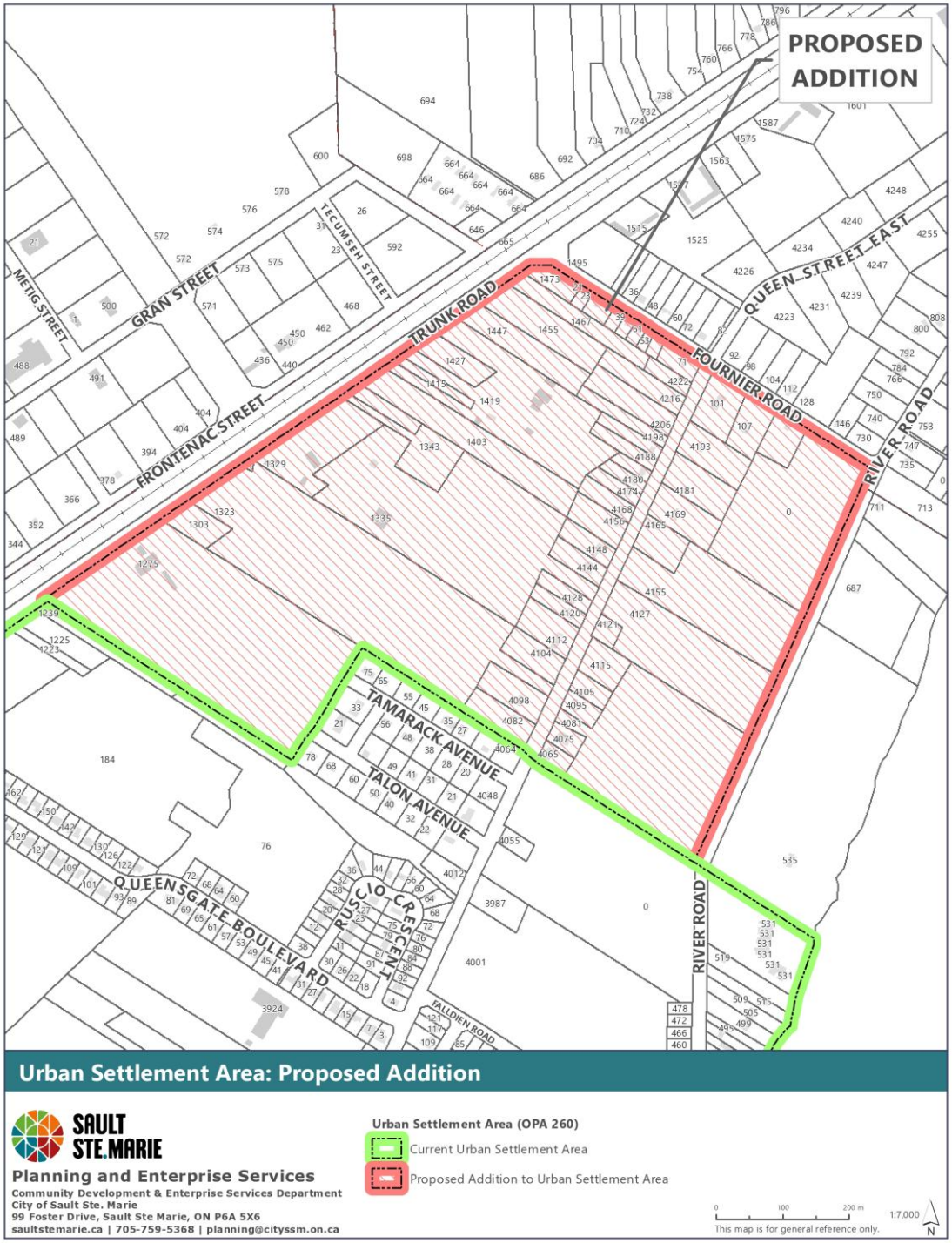
USA Amendment 7: Old Garden River Road Area (Add 16 ha)

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

PRINCE TOWNSHIP
(Not Included in Planning Area)

Municipal Boundary

Batchewana
First Nation
(Not Included in Planning Area)

SUGAR ISLAND TWP.
STATE OF MICHIGAN

CHIPPEWA COUNTY
STATE OF MICHIGAN

(Not included in Planning Area) Batchewana First Nation

Lake Superior/
Whitefish Bay

St. Mary's River

Canada
U.S.

N

1 km

Data Sources:
Ontario Ministry of Natural Resources
Sault Ste. Marie Region Conservation Authority
City of Sault Ste. Marie

OPA '260' City of Sault Ste. Marie: OP Schedule 'C' - Land Use

SAULT STE. MARIE

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)

November 26, 2025
This map is for general reference only.
Numeric reference in parenthesis in legend corresponds to section in Official Plan document.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-78

AGREEMENT: A by-law to amend the original Licence agreement dated March 1, 1992 between The Corporation of the City of Sault Ste. Marie and Soo Minor Baseball Association by adding amending Schedule "A" and "C" and adding Schedule "D".

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

1. **SCHEDULE "A" ATTACHED**

Schedule "A" as amended and attached to the original Licence dated March 1, 1997 is hereby removed and replaced with Schedule "A" to this by-law to form part of the original Licence dated March 1, 1992 between the City and Soo Minor Baseball Association.

2. **SCHEDULE "C" ATTACHED**

Schedule "C" as amended and attached to the original Licence dated March 1, 1997 is hereby removed and replaced with Schedule "C" to this by-law to form part of the original Licence dated March 1, 1992 between the City and Soo Minor Baseball Association.

3. **SCHEDULE "D" ATTACHED**

Schedule "D" attached forms part of the original Licence dated March 1, 1992 between the City and Soo Minor Baseball Association.

4. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

_____

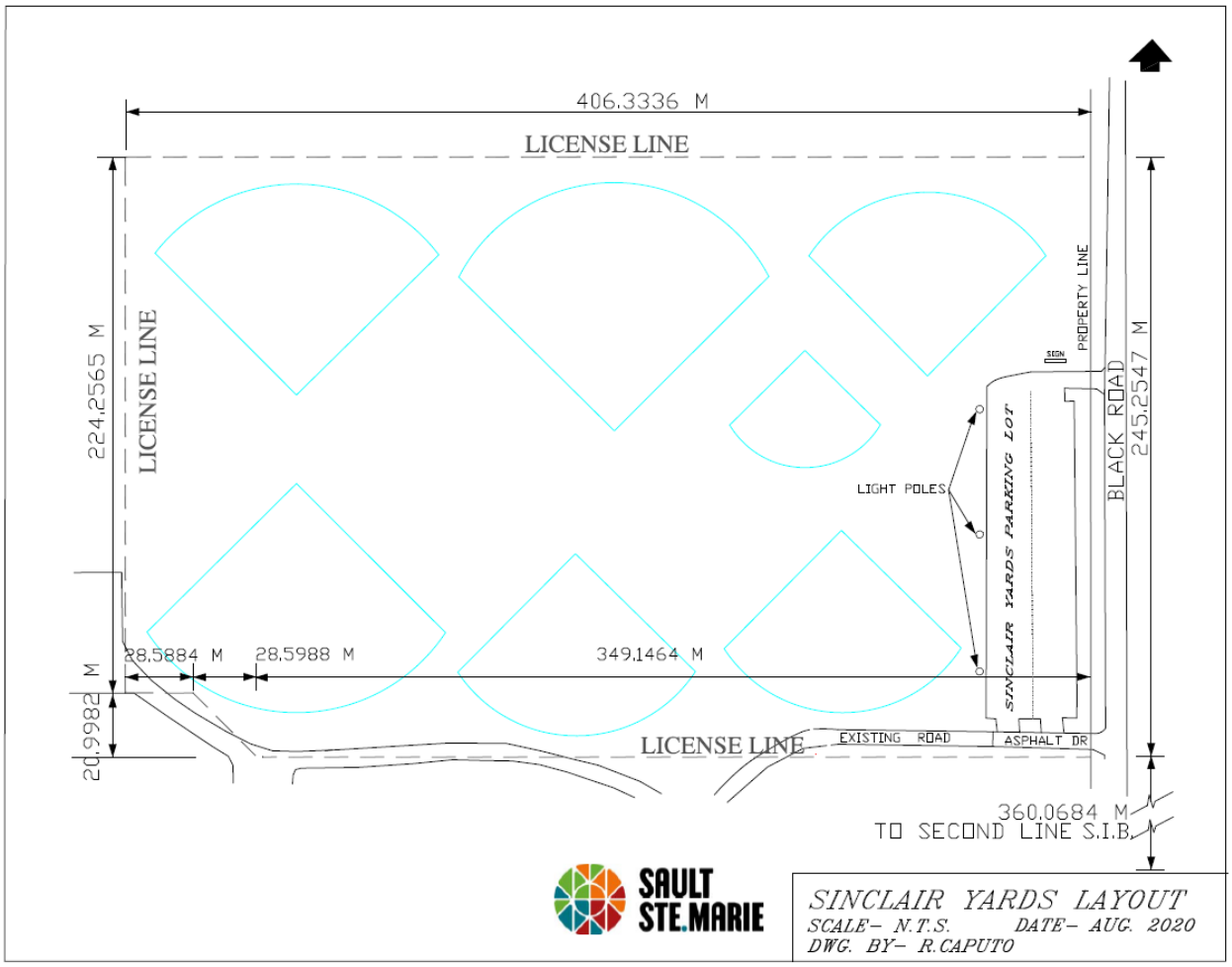
MAYOR – MATTHEW SHOEMAKER

_____

DEPUTY CITY CLERK – MADISON ZUPPA

Schedule “A”

Attached to and forming part of a Licence dated
April 27, 1992



The Existing Road Asphalt Drive, as depicted on the southerly portion of the above drawing, is a municipal road not licensed to SMBA.

Schedule “C”

Attached to and forming part of a Licence dated
April 27, 1992

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter referred to as the “City”

-and-

SOO MINOR BASEBALL ASSOCIATION INC.
Hereinafter referred to as the “SMBA”

This Licence is subject to the following conditions:

1. The Licence is hereby extended to May 4, 2045.
2. All other terms and conditions of the original Licence dated April 27, 1992, as previously amended, are still in full force and effect.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
Mayor – Matthew Shoemaker

_____
Deputy City Clerk – Madison Zuppa

SOO MINOR BASEBALL ASSOCIATION INC.

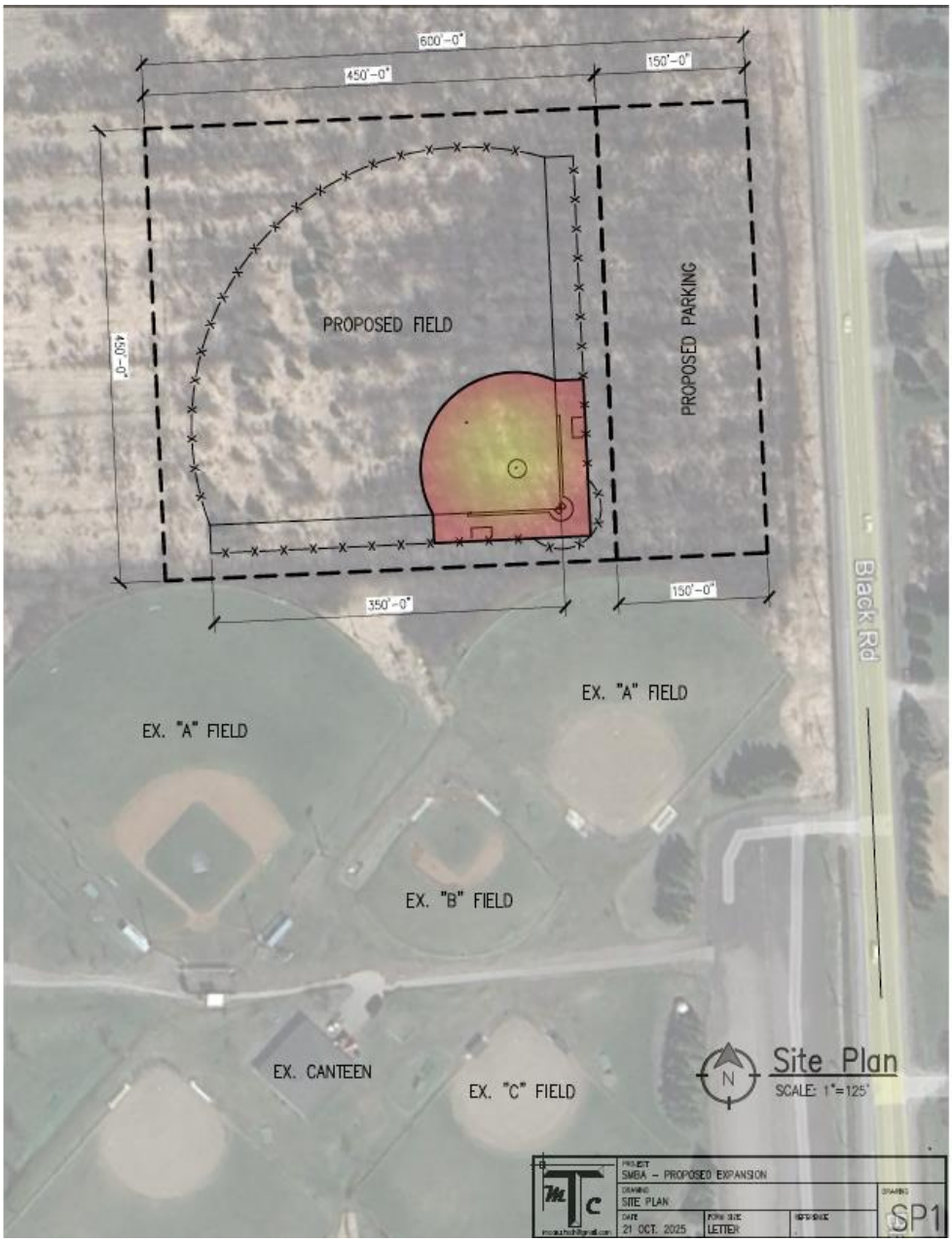
_____
President – Mike Lebel

_____
Vice President of Administration – Mark Caruso

We have the authority to bind the SMBA

Schedule “D”

Attached to and forming part of a Licence dated
April 27, 1992



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-79

PROPERTY STANDARDS: A by-law to amend By-law 2012-9 (being a property standards by-law for The Corporation of the City of Sault Ste. Marie).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 15.1(3) of the *Building Code Act, 1992*, S.O. 1992, c.23, and amendments thereto, in addition to sections 8, 9, 10, and 128 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO PROPERTY STANDARDS BY-LAW 2012-9**

Property Standards By-law 2012-9 is amended as follows:

Section 2.02 YARDS

Remove and replace Section 2.02 as follows:

"Every yard shall be kept free and clear from:

a) Dilapidated or collapsed buildings, structures or erections;
b) unprotected wells, including filling in."

2. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-79 Amend Property Standards By-law 2012-9.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-80

YARD MAINTENANCE: A by-law to amend By-law 2012-10 (being a yard maintenance by-law for The Corporation of the City of Sault Ste. Marie).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of subsection 8, 9, 10, 127, 128, 436 and 446 *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **AMENDMENTS TO YARD MAINTENANCE BY-LAW 2012-10**

Yard Maintenance By-law 2012-10 is amended as follows:

Section 1 - Definitions

Remove the definition of Debris and add a definition for Refuse as follows:

"refuse" includes debris, waste, discarded materials or garbage of any kind whatsoever and includes, whether of value or not:

a) accumulations of litter, remains, garbage, waste, construction material,
b) weighty or bulky items such as appliances, furnaces, furnace parts, pipes, pipe fittings, water or fuel tanks placed in a condition or location where they cannot or are not being used for their intended purposes,
c) paper, boxes, cartons,
d) dilapidated or abandoned furniture,
e) crockery, glass, cans, trimmings,
f) garden refuse and trimmings,
g) domestic and industrial waste,
h) earth or rock fill,
i) mechanical equipment or equipment parts placed in a condition or location where they cannot be used for their intended purposes, or
j) clothing or other household linens lying in an unprotected condition.

Add the definition of Turfgrass as follows:

"turfgass" means ground cover of various perennial grasses for lawns which forms a dense, uniform turf if mown.

Add the definition of Unsafe Condition as follows:

"unsafe condition" means a public health, public safety or fire hazard.

Section 3

Remove and replace Section 3 as follows:

"Every yard, including vacant lots shall be kept clean and free from:

a) turfgrass in excess of 20cm
b) growth of weeds and undergrowth that constitutes an unsafe condition
c) dead, decaying or damaged trees or other natural growth, or branches or limbs that create an unsafe condition
d) refuse that constitutes an unsafe condition or prevents access to or exit from the property
e) broken glass from any source including glass from windows, doors and vehicles
f) holes, pits, excavations or trenches constituting an unsafe condition
g) inoperative, wrecked or dismantled vehicles or other machinery or any part thereof, except in an establishment licensed or authorized to conduct and operate such a business
h) dilapidated, collapsed or abandoned partially constructed structures
i) dilapidated, collapsed or abandoned partially constructed fences
j) abandoned or discarded appliance such as refrigerators, stoves and freezers
k) post-construction or -demolition material resulting from, or as part of, construction or demolition projects

Section 6

Remove and replace Section 6 as follows:

"If, after an inspection under s.5 and after such a reasonable time as set out in s.4(a) has passed, the CBO determined that the property or any portion thereof remains in a non-complaint condition, the City may enter the premises and perform the work necessary or authorize the entry and performance of the work. The work shall be done at the expense of the owner of the property and the cost of such work and any associated administrative fees shall be then due and payable to the City that shall recover the expense in the same manner as municipal taxes."

Section 7

Remove and replace Section 7 as follows:

"Without limiting s.6, the City may, in conjunction with bringing the yard into compliance with this by-law, proceed with prosecution of the owner for breach of the terms of this by-law."

2. **EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-81

DELEGATED AUTHORITY AND AGREEMENT (SEASONAL OUTDOOR PATIO EXTENSION): A by-law to approve the standard form of a Seasonal Outdoor Patio Agreement and further to delegate to the Director of Planning and Enterprise Services, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie, and further, authorize and appoint the Director of Planning and Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **STANDARD FORM OF OUTDOOR PATIO AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Seasonal Outdoor Patio Agreement document as set out in Schedule "A" hereto.

2. **OUTDOOR PATIO AGREEMENT POWERS DELEGATED**

   (i) Council hereby delegates to the Director of Planning and Enterprise Services, or their delegate, signing authority to execute Seasonal Outdoor Patio Agreements substantially in the form of Schedule "A" on behalf of The Corporation of the City of Sault Ste. Marie.

   (ii) The Director of Planning and Enterprise Services or their delegate is further authorized to make minor variations from this standard form Seasonal Outdoor Patio Agreement to suit the needs of the particular user and circumstances regarding the outdoor patio.

3. **TEMPORARY PATIO EXTENSION**

   (i) The Director of Planning and Enterprise Services is hereby appointed to extend a liquor licence to a private temporary patio or a temporary patio on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended. A temporary patio is only in use for less than 8 months in a calendar year.

4. **SCHEDULES "A"**

   Schedules "A" hereto forms part of this by-law.

5. **BY-LAW 2023-71**

By-law 2023-71 is hereby repealed.

6. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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Schedule “A”

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 2nd day of May, _____.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the “City”)

– and –

Company Name

(herein referred to as the “Licencee”)

The City grants to the Licencee the right to occupy the property of the City (the “City Property”) identified as _____ of Civic Address _____, Sault Ste. Marie, specifically as shown and identified on the sketch attached as Schedule “A” to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule “B”, attached.

In this Licence, the “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf.

The Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Company Name

_____

Name:
Position:
I HAVE THE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Name:
Director of Planning and Enterprise Services
I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE “A”

LICENCE OF OCCUPATION

City Property

The City hereby grants to the Licencee the right to occupy the City Property identified as _____ of Civic Address _____, Sault Ste. Marie, at the location identified and marked on the drawing below.

SCHEDULE “B”

LICENCE OF OCCUPATION

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants the Licencee permission to erect and use a seasonal outdoor patio of the dimension _____ metres by _____ metres (the “ Seasonal Outdoor Patio”) at the location identified in Schedule “A” to this Licence Agreement (the “City Property”) between May 1 at 12:00 a.m. and October 1 at 11:59 p.m. for the calendar years of _____, hereinafter referred to as the “Term”.

2. The Licencee agrees to not use or permit the use of City Property for any purpose other than the purpose set out herein, namely the Seasonal Outdoor Patio. No buildings or other structures shall be erected on the City Property.

3. The Seasonal Outdoor Patio shall be removed in its entirety from the City Property by October 2 at 12:00 a.m. each calendar year in the Term. The Licencee shall leave the City Property in a condition satisfactory to the City. Provided that if the required disassembly and clean-up activities are not completed and/or the Seasonal Outdoor Patio is not removed by October 2 at 12:00 a.m. for each calendar year in the Term, the City may complete such clean-up and removal of the Seasonal Outdoor Patio as it deems necessary at the sole cost, expense and risk of the Licencee.

4. If the Seasonal Outdoor Patio uses all or part of a Parking Bay, the determination of which shall be made by the City in its sole discretion, the Licencee hereby agrees to pay to the City the sum of Two Hundred and Twenty ($220.00) Dollars per parking space on or before the Commencement Date in one payment for use of the subject Parking Bay as depicted in Schedule “A” on or before the first day of the Term and thereafter on or before May 15 for each calendar year in the Term that the Parking Bay is occupied.

Design and Operation

5. The Licencee shall ensure the following design conditions are being complied with regarding the Seasonal Outdoor Patio, specifically:
    a. The Seasonal Outdoor Patio, fencing, barrier or other accessory thereto shall not impede egress or access from or to a structure;
    b. Furniture and accessories on the Seasonal Outdoor Patio shall not protrude into the pedestrian pathway at any time or obstruct pedestrian or vehicular sightlines;
    c. Patio furniture shall be made out of durable and weather resistant materials (e.g. wrought iron, aluminum, steel and weatherproof fabrics), plastic and vinyl furnishings are not permitted;
    d. Partitions, including fencing or railing systems, shall be decorative and free from jagged or sharp edges or other features that could cause injury in the Seasonal Outdoor Patio’s regular use.
    e. Partitions/railings must be designed to prevent the head entrapment of a child and must be structurally sound to support the weight of people leaning against them;

f. All Outdoor heating devices used by the Licencee shall be approved by the Canadian Standards Association (CSA) / Technical Standards and Safety Authority (TSSA);
g. The Seasonal Outdoor Patio shall be designed such that it shall remain accessible at all times;
h. The Seasonal Outdoor Patio shall not restrict access to a fire hydrant;
    i. At no time shall the patio area; fencing / barricades etc. impede access to the main entrance of the structure, for emergency access purposes (i.e. firefighting, medical services);
    ii. Seasonal Outdoor Patio shall not be located in “designated” fire routes;
    iii. Seasonal Outdoor Patio shall not block access to any existing sprinkler and / or standpipe connections;
i. If the Seasonal Outdoor Patio uses all or part of a Parking Bay, the Licencee shall affix reflectors on the exterior of the Seasonal Outdoor Patio so that the Seasonal Outdoor Patio is clearly visible to traffic;
j. If the Seasonal Outdoor Patio is licenced to serve alcohol, the Licencee shall erect a removable partition that is at least one metre tall but not taller than 1.2 metres separating the Seasonal Outdoor Patio from the sidewalk or other pedestrian walkway.

6. The Licencee shall ensure the following operational conditions are being complied with regarding the Seasonal Outdoor Patio, specifically:
    a. The Seasonal Outdoor Patio and accessories thereof shall not encroach upon the frontage of any neighbouring establishment(s) without written authorization from the property owner of the neighbouring establishment(s) so affected;
    b. The Seasonal Outdoor Patio area and accessories thereof shall be kept orderly and in good condition and any required maintenance shall be completed in a timely manner;
    c. Seasonal Oudoor Patios must comply with municipal noise, sidewalk and signage by-laws;
    d. Light fixtures must direct illumination into the patio area;
    e. Furniture and accessories on the Seasonal Outdoor Patio shall be secured when not in use and outside the hours of operation of the Licencee;
    f. Smoking, vaping and the use of tobacco and/or cannabis on the Seasonal Outdoor Patio shall not be permitted;
    g. The capacity of the patio area allows for at least 1.11 square metres per person.

7. If the City, in its sole discretion, determines that any of the requirements as set out herein are not being complied with, it may provide the Licencee with reasonable opportunity to remedy or, where the City deems it appropriate, terminate this Agreement by providing the Licencee with written notice of termination and order the immediate removal of the Seasonal Outdoor Patio to the satisfaction of the City.

8. If, in the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the City Property, such that removal of any portion of the entirety of the Seasonal Outdoor Patio is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Seasonal Outdoor Patio to its condition prior to such access by the City and/or emergency personal.

9. If food is to be prepared, served or consumed on the Seasonal Outdoor Patio at any time, the Licencee represents and warrants that it has obtained all necessary approvals from Algoma Public Health for same. At no time shall the City be responsible for any matters related to the preparation of food on the Seasonal Outdoor Patio. The Licencee shall fully indemnify and save harmless the City from and against all losses, costs, damages and expenses of every kind of nature which the City may suffer, be at or be put to by reason or in consequence of noncompliance by the Licencee.

Liability and Insurance

10. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Seasonal Outdoor Patio. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence, use and removal of the Seasonal Outdoor Patio located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Outdoor Patio.

11. All matters related to the Seasonal Outdoor Patio are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Seasonal Outdoor Patio, and the Licencee shall indemnify and save harmless the City from any costs, expenses and liabilities incurred and suffered by the City that may result from same.

12. 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 Seasonal Outdoor Patio and associated approval of any liquor licence extension to the patio from the primary establishment 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 Seasonal Outdoor Patio not occurred.

13. The Licencee shall keep in force during the term of this Licence Agreement property damage and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million ($2,000,000.00) and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the Planning Division of the City of Sault Ste. Marie on or before the Commencement Date.

Termination

14. This Agreement shall terminate at 12:00 a.m. on October 2, _____. The City reserves the right to terminate this Agreement on any earlier date, for any reason without cause by providing written notice to the Licencee. The provisions of paragraphs 10-13 inclusive, 15 and 20 (if applicable) of this Agreement shall survive the termination of this Agreement.

Compliance with Laws

15. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Seasonal Outdoor Patio, and shall 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.

Taxes

16. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Seasonal Outdoor Patio.

No Assignment

17. The Licencee shall not assign, transfer or make any other disposition of this Agreement, or of the rights conferred thereby, without the prior written consent of the City.

Liquor Regulation

18. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence and is licensed in accordance with Ontario Regulation 746/21, and the *Liquor Licence and Control Act,* S.O 2019, c.15 Sched. 22, or as amended.

19. Prior to the commencement of construction and use of the Seasonal Outdoor Patio, the Licencee shall receive written approval to serve alcohol from the City for the Seasonal Outdoor Patio. In the event that such confirmation of approval has not been completed by the City by noon on the day prior to the Commencement Date, the Licencee acknowledges and agrees that the Licencee may proceed with an unlicenced Seasonal Outdoor Patio until such time as the City provides and confirms to the satisfaction of the City that the Licencee has secured all necessary approvals and permissions to operate the licenced Seasonal Outdoor Patio, at which point the Licencee may proceed with the licenced Seasonal Outdoor Patio. Such written confirmation shall be sent as follows:

    Peter Tonazzo
    Director of Planning and Enterprise Services
    The Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5X6
    Tel: 705-759-2780
    E-mail: p.tonazzo@cityssm.on.ca

20. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Seasonal Outdoor Patio. At no time shall the City be responsible for any matters related to the establishments liquor licence with the AGCO. The Licencee shall 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 of such liquor licence requirements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-82

LICENCE TO OCCUPY AGREEMENTS (COMMUNITY EVENTS & TEMPORARY EVENT LICENCES): A by-law to approve the standard form of a Licence to Occupy City Property Agreement for Community Events; and further to delegate to the Deputy CAO – Community Development & Enterprise Services, or their delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie; and further to authorize and appoint the Deputy CAO – Community Development & Enterprise Services to extend a liquor licence to a private temporary patio or a temporary patio in relation to an event on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **FORM OF LICENCE TO OCCUPY AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Licence to Occupy Agreement document as set out in Schedule "A" hereto.

2. **STANDARD FORM AGREEMENT POWERS DELEGATED**

(i) Council hereby delegates to the Deputy CAO – Community Development & Services, or their delegate, signing authority to execute Event Licences substantially in the form of Schedule "A" on behalf of The Corporation of the City of Sault Ste. Marie.

(ii) The Deputy CAO – Community Development & Services or their delegate is further authorized to make minor variations from this standard form Event Licences to suit the needs of the particular user and circumstances regarding the event.

3. **LICENCE TO OCCUPY AGREEMENT POWERS DELEGATED**

   The Council hereby delegates to the Deputy CAO – Community Development & Enterprise Services, or their delegate, signing authority to execute Licence to Occupy City Property Agreement for Community Events substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

4. **TEMPORARY PATIO EXTENSION**

(i) The Deputy CAO – Community Development & Services or their delegate is hereby appointed to extend a liquor licence to a private temporary patio or a temporary patio in relation to an event on City property in accordance with section 153.1 of the O.Reg 746/21 under the *Liquor Licence and Control Act*, 2019, as amended. A temporary patio in relation to an event is only in use for less than 8 months in a calendar year.

5. **SCHEDULE "A"**

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

6. **EFFECTIVE DATE**

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

PASSED in open Council this 4th day of May, 2026.

MAYOR – MATTHEW SHOEMAKER

DEPUTY CITY CLERK – MADISON ZUPPA

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Schedule “A”

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this * day of *, 20**.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the “City”)

- and –

COMPANY NAME

(herein referred to as the “Licencee”)

The City grants to the Licencee(s) the right to occupy the property of the City (“City Property”) identified as a section of Street Name, Sault Ste. Marie, Ontario, not including any City Boulevard, Parking Bay, Sidewalk, and/or Laneway that is subject to a Licence to Occupy City Property Agreement between the City and respective Property Owner under the City’s Outdoor Patio Program, and specifically as shown and identified on Schedule “A” attached to this Licence.

This Licence is subject to the conditions set out in Schedule “B” attached.

In this Licence, the “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

ORGANIZATION NAME

Date: _____

_____

Name:

Position:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

Name:

Position:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Date of Event:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by the Licencee(s). The City and Licencee(s) acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

List temporary structures and programming here.

[Add the following for Licenced Areas and/or Patios]:

A. "Alcohol Service Provider(s)":

In this Licence, (list all parties to the agreement who will be operating a licenced area/serving alcohol) are collectively referred to as the "Alcohol Service Providers". In this Licence, a reference to an "Alcohol Service Provider" means each of (list all parties to the agreement who will be operating a licenced area/serving alcohol) as it relates to their respective establishment.

"Extended Patio Area":

In this Licence, Extended Patio Area refers to a licensed area operated by an Alcohol Service Provider that is assembled adjacent and directly in front of an existing establishment and place of business operated by that Alcohol Service Provider.

"Pop Up Patio":

In this Licence, Pop Up Patio refers to a licensed area operated by an Alcohol Service Provider that is not assembled adjacent to an existing establishment and is located on the City's roadway.

The above is collectively referred to as the "Programming" in this Licence Agreement.

SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

Use of City Property

1. The City hereby grants permission to the Licencee(s) to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on Date of Event as part of the Programming on Street Name, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for Date of Event:
    a. Between the hours of Time of Event, the Licencee(s) may setup matters in Schedule "A" to this Licence Agreement;
    b. Between the hours of Time of Event, the Programming may carry on;
    c. **[Add the following for Licenced Areas and/or Patios]:** Between the hours of Time of Event the Licencee(s) may serve alcoholic beverages on the Pop Up Patio and/or Extended Patio Area, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
    d. By the hour of End Time of Event on Date of Event, the Licencee(s) shall have completed the removal of barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

    The above is collectively referred to as the "Event" in this Licence Agreement.

2. **[Add the following if a Temporary Street Closure is requested]** The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
    a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
    b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 2" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.

3. **[Add the following for Tents and/or inflatable structures]** The tent structure(s) and/or inflatable structures described in Schedule "A" to this Licence are to comply with the following conditions:
    a. The tent structure(s) must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
    b. The tent structure(s) must be at ground level and must not be raised in any way;
    c. The tent structure(s) and Programming must provide for access and clear passage by persons using mobility aides and strollers; and

d. The tent structure(s), inflatable bounce castle and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act,* 1997, S.O. 1997, c. 4.

4. The Licencee(s) warrants that in carrying out the Programming described in Schedule "A" to this Licence, the Licencee(s) shall comply with the following conditions:
   a. The Licencee(s) shall ensure that pedestrian traffic on the City's sidewalks will not be impeded by any aspect of the Programming;
   b. The Licencee(s) shall ensure that exterior paths of travel meet the requirements of Part IV.1: Design of Public Spaces Standards of O. Reg. 191/11: Integrated Accessibility Standards under the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005, c. 11; and
   c. The Licencee(s) shall undertake to erect temporary ramps in areas with no existing curb ramp in order to allow access to those using mobility devices.

5. The Licencee(s) agrees to comply with all City and AGCO (if applicable) regulations including placement of barricades to the satisfaction of the City and fire safety.

6. **[Add the following if food is being served]:** The Licencee(s) represents and warrants that prior to the commencement of the Event, the Licencee(s) has obtained any and all required permits and has complied with any and all necessary regulations as it relates to Algoma Public Health with respect to the Programming.

7. **[Add the following if food is being served]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City, to the satisfaction of the Deputy CAO – Community Development and Enterprise Services, or his/her designate, by Due Date, the Licencee(s) acknowledge and agree that the Programming shall not proceed on Date of Event as it relates to the food vending component(s) not so confirmed and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

   CITY:

   Deputy COA – Community Development and Enterprise Services
   The Corporation of the City of Sault Ste. Marie
   99 Foster Drive
   Sault Ste. Marie, ON P6A 5X6
   Tel: (705)759-5310
   Fax: (705)759-6605

Liquor Regulation

SECTION 8 to 11 FOR POP-UP PATIOS

8. **[Add the following for Pop-up Patios]:** The Licencee(s) represents and warrants that they have submitted to the AGCO the appropriate applications required to operate a Pop Up Patio. The Licencee(s) further represents and warrants that they have submitted a written form of notification of their Pop Up Patio Programming for the Event to the AGCO in accordance with Ontario Regulation 746/21, and the *Liquor Licence and Control Act,* S.O 2019, c.15 Sched. 22, or as amended.

9. **[Add the following for Pop-up Patios]:** The Licencee(s) acknowledges and agrees that they shall provide and serve alcohol for the Event at their Pop Up Patio and/or Extended Patio Area only if their Pop Up Patio and/or Extended Patio Area Programming is approved by the AGCO and the requirements set out in Section 9 below are satisfied. **[Add the following if another organization is sponsoring]:** The _____ represents and warrants that it is the sponsor of the Pop Up Patios and all other Programming related to the Event, including the Event itself.

10. **[Add the following for Pop-up Patios]:** Prior to the commencement of the Event, the Licencee(s) shall provide the City, by facsimile or email, written confirmation from the AGCO that they have received approval for their Pop Up Patio Programming for the Event. In the event that such confirmation of approval has not been received by the City by Time Due on Due Date, the Licencee(s) acknowledge and agree that the Event Programming shall not proceed on Date of Event with respect to the Pop Up Patio component not so confirmed as required herein, and this Licence is hereby terminated as it pertains to the Pop Up Patio not so confirmed as required herein. Such written confirmation shall be sent as follows:

    CITY:

    Deputy CAO – Community Development and Enterprise Services
    The Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5X6
    Tel: (705)759-5310
    Fax: (705)759-6605

11. **[Add the following for Pop-up Patios]:** The Licencee(s) shall have full responsibility to ensure that they have satisfied all liquor licence requirements for the Pop Up Patio. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop Up Patio. The Alcohol Service Providers and the Licencee(s) shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), 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 Alcohol Service Provider(s) and/or the Licencee(s) of such liquor licence requirements and/or approvals.

SECTIONS 8 TO 10 FOR PATIO EXTENDED PATIO AREA

8. The Licencee represents and warrants that it is the holder of a valid catering endorsement attached to its sales licence and licensed in accordance with Ontario Regulation 746/21, and the *Liquor Licence and Control Act,* S.O 2019, c.15 Sched. 22, , or as amended.

9. Prior to use of the Extended Patio Area in conjunction with the Temporary Event, the Licencee shall receive written approval to serve alcohol from the City for the Extended Patio Area. In the event that such confirmation of approval has not been completed by the City by noon on the day prior to the Commencement Date, the Licencee acknowledges and agrees that the Licencee may proceed with an unlicenced Extended Patio Area until such time as the City provides and confirms to the satisfaction of the City that the Licencee has secured all necessary approvals and permissions to operate the licenced Extended Patio Area, at which point the Licencee may proceed with the licenced Extended Patio Area. Such written confirmation shall be sent as follows:

    Deputy CAO – Community Development and Enterprise Services
    The Corporation of the City of Sault Ste. Marie
    99 Foster Drive
    Sault Ste. Marie, ON P6A 5X6
    Tel: (705)759-5310
    Fax: (705)759-6605

10. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Extended Patio Area. At no time shall the City be responsible for any matters related to the establishments liquor licence with the AGCO. The Licencee shall 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 of such liquor licence requirements.

11. The Licencee(s) shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee(s) shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.

Liability and Insurance

12. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Street Name, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee(s) shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

13. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Licencee(s) shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of all matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencee(s) shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structures and Programming.

14. All matters related to the Event are the responsibility of the Licencee(s). At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencee(s) acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.

15. The Licencee(s) 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 Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

16. The Licencee(s) shall keep in force during the Term, property damage insurance and general liability insurance including claims for bodily injury, death or property damage occurring on the Subject Property in an amount not less than Five Million ($5,000,000.00) Dollars and name the City as “Additional Insured” to same. Proof of said insurance shall be filed with the City Community Development & Enterprise Services Department on or before Due Date. Should the Licencee(s) cancel the said insurance policy for any reason, the Licencee(s) must give the City thirty (30) days’ written notice prior to cancellation.

Compliance with Laws

17. The Licencee(s) shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall 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(s) with such Laws, By-Laws, Rules and Regulations.

Taxes

18. The Licencee(s) shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.

No Assignment

19. The Licencee(s) shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.

Termination

20. This Licence Agreement shall terminate at End Time of Event on Event Date. The provisions of Paragraphs 2-19 of this Licence shall survive the termination of this Licence.