



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

Monday, August 10, 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

20 - 40

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that the Minutes of the Regular Council Meeting of July 13, 2026 be approved.

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

4. Declaration of Pecuniary Interest

4.1 Councillor L. Vezeau-Allen – Community Development Fund – Green Initiatives Program Applications 2026 Q2 Intake

Founder of Grocer 4 Good

4.2 Councillor C. Gardi – Community Development Fund – Green Initiatives Program Applications 2026 Q2 Intake

5. Approve Agenda as Presented

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the Agenda for August 10, 2026 City Council Meeting as presented be approved.

6. Presentations

6.1 Physician Recruitment and Retention

Tasha Varpio, Manager

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that all the items listed under date August 10, 2026 – Agenda item 7 – Consent Agenda save and except Agenda item 7.14 be approved as recommended.

7.1 Appointment of Chief Financial Officer/Treasurer

A report of the CAO will appear on an Addendum to the Agenda to be published on August 10, 2026.

7.1.1 *Report of the CAO*

41 - 42

The relevant By-law 2026-122 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.2 Physician Recruitment and Retention

43 - 52

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

The relevant By-law 2026-131 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.3 Delegated Authority – Restricted Acts – 2026

53 - 55

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

The relevant By-law 2026-130 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.4 Outstanding Council Resolutions

56 - 59

- 7.5 Engineering Services – Landfill Cell 1 Expansion** 60 - 61
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor R. Zagordo
Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated August 10, 2026 concerning Engineering Services – Landfill Cell 1 Expansion as required by Public Works and Engineering Services be received and awarded to AECOM Canada ULC at \$825,027 plus HST, be approved.
- A By-law authorizing signature of the Agreement for this project will appear on a future Council Agenda.
- 7.6 Equipment Purchase – Three Gasoline Dump Trucks** 62 - 64
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor A. Caputo
Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Purchasing dated August 10, 2026 concerning purchase of three 14,000 lb GVW Gasoline Dump Trucks as required by Public Works be received and that the purchase from Blue Mountain Chrysler Ltd. in the amount of \$292,033 plus HST be approved.
- 7.7 Equipment Purchase – Two Back Packer Refuse Trucks** 65 - 66
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor A. Caputo
Seconder Councillor S. Spina
Resolved that the report of the Manager of Purchasing dated August 10, 2026, concerning purchase of two 25cuyd Back Packer Refuse Trucks as required by Public Works be awarded to GloboCam Cornwall at the quoted amount of \$748,948 plus HST.
- 7.8 Professional Services – Assessment and Property Taxation Support** 67 - 68
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor R. Zagordo
Seconder Councillor S. Spina
Resolved that the report of the Manager of Purchasing dated August 10, 2026 concerning Professional Services for Assessment and Property Taxation Support be received and that the services be awarded to 444 Paralegal

Professional Corporation at the hourly rates quoted commencing January 1, 2027, for a term of three years with the option to extend two additional years by mutual agreement.

- 7.9 Transit – Hallowe'en Bus Tour** 69 - 71
- A report of the Director of Community Services is attached for the information of Council.
- Mover Councillor R. Zagordo
Seconder Councillor S. Hollingsworth
Resolved that the report of the Director of Community Services concerning Transit Hallowe'en Bus Tour be received as information.
- 7.10 Heritage Property Tax Rebate Program – 911 Wellington Street East** 72 - 73
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor A. Caputo
Seconder Councillor S. Spina
Resolved that the report of the Manager of Recreation and Culture dated August 10, 2026 concerning Heritage Property Tax Rebate Program – 911 Wellington Street East be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to enroll 911 Wellington Street East in the Heritage Property Tax Rebate Program be approved.
- 7.11 Public Art Project Funding – 2SLGBTQIA+ Public Art Mural Installation** 74 - 76
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor R. Zagordo
Seconder Councillor S. Hollingsworth
Resolved that the report of the Manager of Recreation and Culture dated August 10, 2026 concerning Public Art Project Funding – 2SLGBTQIA+ Public Art Mural Installation be received and that \$25,000 in funding from the Community Development Fund – Public Art Reserve to support the project be approved.
- 7.11.1 Mayor's Youth Advisory Committee Correspondence** 77 - 77
- 7.12 Community Development Fund Request – Economic Development Stream – Lajambe Financial Inc.** 78 - 82
- A report of the Manager of Business Development is attached for the consideration of Council.
- Mover Councillor R. Zagordo

Secondar Councillor S. Hollingsworth
Resolved that the report of the Manager of Business Development dated August 10, 2026 concerning Economic Growth Community Improvement Plan application for Lajambe Financial Inc. be received and that Council approve the investment of \$50,000 through the Economic Growth Community Improvement Plan to support the Lajambe Financial Inc. downtown redevelopment and expansion project.

7.13 Community Development Fund Request – Economic Development Stream – Harvest Algoma 83 - 86

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

Mover Councillor R. Zagordo

Secondar Councillor S. Hollingsworth

Resolved that the report of the Manager of Business Development dated August 10, 2026 concerning the Community Development Fund – Economic Development Stream Proposal for Harvest Algoma be received and that Council approve funding support totalling \$135,000 over three years, consisting of \$50,000 in 2027, \$45,000 in 2028, and \$40,000 in 2029, to support Harvest Algoma's organizational stabilization, food security programming, and strategic growth initiatives.

7.14 Community Development Fund – Green Initiatives Program Applications 2026 Q2 Intake 87 - 90

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

Councillor L. Vezeau-Allen declared a conflict on this item. (Founder of Grocer 4 Good)

Councillor C. Gardi declared a conflict on this item. (Employee of Algoma District School Board)

Mover Councillor A. Caputo

Secondar Councillor S. Spina

Resolved that the report of the Sustainability Coordinator dated August 10, 2026, concerning Community Development Fund – Green Initiatives Program Applications 2026 Q2 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the following projects be approved:

1. Grocer 4 Good Community Garden Project – \$3,456;
2. Holy Family School Little Forest Project Phase 1 – \$4,530;
3. Sault Theatre Workshop Energy Efficiency Project – \$3,500; and
4. Art Gallery of Algoma LED Lighting Project Phase 1 – \$3,993.

7.15 2026 Connecting Link Funding Agreement 91 - 92

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

The relevant By-law 2026-121 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.16 Reserve Funding Request for Asbestos Removal 93 - 94

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

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Director of Engineering dated August 10, 2026 concerning Reserve Funding Request for Asbestos Removal be received and that Council approve the use of up to \$44,000 from the Asbestos Abatement Reserve for the procurement of an asbestos abatement contractor.

7.17 Shatruck Drive – Preliminary Design Update 95 - 96

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning Shatruck Drive – Preliminary Design be received as information.

7.18 Elgin Street Improvements – Engineering Services for Phase 1 97 - 98

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning the Elgin Street Improvements – Engineering Services Phase 1 be received and that Council approve increasing the engineering fee limit in AECOM's agreement by \$440,800 (excluding HST).

7.19 Revised Budget for Sanitary Sewer Repair Second Line West 99 - 100

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

Mover Councillor A. Caputo

Seconder Councillor S. Spina

Resolved that the report of the Manager of Design and Transportation

Engineering dated August 10, 2026 concerning the Revised Budget for 2026-9E Sanitary Sewer Repair Second Line West be received and that the project budget be increased by \$118,392 (plus HST) with funds from the Emergency Repairs allocation of the 2026 sanitary budget for a revised contract amount of \$426,441 (plus HST).

7.20 Boydell Place Road Closure 101 - 102

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

The relevant By-law 2026-127 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.21 Sackville Road Extension – Phase 2 103 - 108

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

The relevant By-laws 2026-128 and 2026-129 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning Phase 2 of the Sackville Road Extension be received and that the contract 2026-3E be awarded to Pioneer Construction Inc.;

Further that Council approves \$1 million from the Canada Community Building Fund reserve fund, \$700,000 from the Asset Management Reserve, and increases the engineering fee limit in Kresin's agreement by \$704,000.

7.22 Property Acquisition – Landfill – Spadoni Pit 109 - 110

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

The relevant By-law 2026-116 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.23 Street Assumption, Closing and Conveyance – 72 Corey Avenue 111 - 113

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

The relevant By-laws 2026-123, 2026-124, and 2026-113 are listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.24 Lease Agreement – Bell Mobility Inc. – 105 West Street 114 - 115

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

The relevant By-Law 2026-125 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

7.25 Delegated Authority – Director of Community Services 116 - 117

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

The relevant By-law 2026-126 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

8. Reports of City Departments, Boards and Committees

8.1 Administration

8.2 Corporate Services

8.3 Community Development and Enterprise Services

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

8.8.1 Sault Ste. Marie Public Library Board – Request for Reserve Funding 118 - 119

A report of the Chief Executive Officer, Sault Ste. Marie Public Library is attached for the consideration of Council.

Mover Councillor R. Zagordo

Seconder Councillor S. Spina

Resolved that the report of the Sault Ste. Marie Public Library dated July 30, 2026 concerning Reserve Funding Request be received and that Council approve the use of up to \$90,000 from the Library Expansion reserve fund for BMS Controls and Miscellaneous Mechanical and Electrical Upgrades.

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

9.1 Municipal Framework Regarding Development of Data Centres in Sault Ste. Marie

Mover Councillor A. Caputo

Seconder Councillor L. Vezeau-Allen

Whereas the rapid growth of AI-driven systems, cloud computing and digital infrastructure has accelerated the development of new and large-scale data centres to meet industry-defined needs; and

Whereas both knowledge of and expertise of the impact of data centres on a community is widely unknown to the general populations; and

Whereas the Government of Canada launched the "Canada's National Artificial Intelligence Strategy: AI for all" on June 4, 2026; and

Whereas national consultation prior to establishing the Canadian AI Strategy did not include all orders of government nor did it include proposed regulations for the AI data centre industry to safeguard the environment, people, and our communities; and

Whereas the Province of Ontario has not established a provincial regulatory framework for AI data centre industry to date; and

Whereas residents across the City of Sault Ste. Marie have raised concerns about the potential for extreme energy consumption, increased traffic, water depletion, continuous noise pollution, intense heat islands associated with the development of large-scale data centres, and the potential for multi-sectoral job loss from rapid reliance on AI; and

Whereas in some cases the rapid development of AI data centres has forced developers to overhaul project designs to mitigate environmental and human health impacts (some of which are still being identified), negotiate community benefit agreements, and in some cases halt project development until such time that zoning and land use codes and criteria have been updated by municipalities; and

Whereas planning for large data centres, including AI data centres, would be new territory for the City of Sault Ste. Marie and defined policies should be developed to address them prior to any proposals being presented and to ensure Council and the public has an opportunity to provide input and weigh in on the matter; and

Whereas robust regulatory alignment to define impacts to environmental and human health is required at all three orders of government so the public is clear about expectations, pathways for accountability in the development, and what public benefits may be derived

Now Therefore Be It Resolved that staff be directed to undertake a review and study of the City's land use planning policies in relation to artificial intelligence (AI) data centres, pursuant to section 38 of the *Planning Act*, applicable to all zones where the use is permitted in the City of Sault Ste Marie, including, but not limited to, its Official Plans and Zoning By-law, and present any required changes to the City's land use planning policies, mapping, and regulatory framework with consideration of, but not limited to the following:

1. Existing Official Plan policies and Zoning By-law permissions and regulations;
2. Energy use and the impacts to power grids, electrical utilities, onsite

power regulation for clarity of behind the meter power sources and their potential impact;

3. Water use and the impacts to local bodies of water, including creeks, rivers, and lakes; water and wastewater systems; and watersheds that includes consideration of algal blooms, aquatic ecosystems, and biodiversity;
4. Noise impacts;
5. Heat impacts that includes consideration of urban heat islands and other urban heat phenomena;
6. Land use and the impacts to trees, plants, and wildlife that includes consideration of the tree canopy and biodiversity;
7. Any other environmental impacts, impacts on the climate, potential impacts on human, animal, and ecological health, infrastructure needs, energy and affordability, and community health, safety and wellbeing; and,
8. That staff be directed to report back to Council by Q2 2027 on the results of the review and any recommended actions;

Further that staff from Planning, Legal, other relevant staff, and the Environmental Sustainability Committee be directed to report back to Council in 2027, with an interim report with respect to the review and study of artificial intelligence (AI) data centres, on the following:

1. The study scope of work including financial and staffing resources and need for external consultants;
2. A plan to consult with Indigenous communities;
3. The public engagement strategy, including the methods to collect, analyze and incorporate feedback;
4. Information on the current regulatory environment for data centres at the federal, provincial and municipal orders of government, as well as any updates following recent legislative changes;
5. Information from PUC and other electrical utilities on the potential costs and other impacts to electrical infrastructure and their inclusion as a development cost for proponents; and,
6. Legal advice to the City of Sault Ste Marie about any options available should either the Federal or Provincial government attempt to force an AI data centre to be developed in Sault Ste. Marie;
7. community benefit agreement framework

Further that staff be directed to prepare for Council's consideration at the next Council meeting on August 31, 2026, an Interim Control By-Law, prohibiting the development of data centres; and,

That a copy of this motion be shared with Federation of Canadian Municipalities and the Association of Municipalities of Ontario to formally

request their support with the federal and provincial governments in establishing a coordinated regulatory framework including municipalities to establish environmental, human and community health safeguards and public disclosure requirements as it relates to AI industry growth and development.

Mover Councillor L. Dufour

Seconder Councillor S. Spina

Resolved that the main motion be withdrawn.

9.1.1 Correspondence Received

120 - 208

9.2 Autonomous Systems Testing and Validation Enclave

Mover Councillor C. Gardi

Seconder Councillor M. Scott

Whereas City Council passed a resolution in November 2025 directing staff to evaluate opportunities within the Advanced Aerial Mobility (AAM), Counter-Uncrewed Aerial Systems (C-UAS), and defense technology sectors to diversify the local economy; and

Whereas the Government of Canada is expanding national defense spending, procurement frameworks, and industrial offset requirements under the Industrial and Technological Benefits (ITB) Policy; and

Whereas Sault Ste. Marie possesses distinct operational advantages, including non-congested airspace, expansive freshwater environments, severe cold-weather testing conditions, heavy industrial manufacturing infrastructure, and post-secondary research capacity at Sault College and Algoma University; and

Whereas dual-use autonomous aerial and maritime technologies play an increasingly critical role in wildland fire monitoring, municipal infrastructure inspection, search and rescue, and northern domain awareness;

Now Therefore Be It Resolved Community Development and Enterprise Services staff be directed to:

1. Engage with relevant regulatory authorities (including NAV CANADA and Transport Canada), local partners (including the Sault Ste. Marie Airport Development Corporation, Innovation Centre, and post-secondary institutions), and industrial stakeholders to establish a formal framework for a regional Autonomous Systems Testing and Validation Enclave;
2. Explore potential alignment with federal defense procurement and innovation initiatives to market Sault Ste. Marie's geographic and industrial assets to dual-use autonomous technology firms; and
3. Provide a preliminary progress report back to City Council at the September 21, 2026 meeting outlining next steps, potential site designations, and regulatory pathways.

9.3 Second Line Sidewalk Extension

Mover Councillor M. Scott

Seconder Councillor C. Gardi

Whereas pedestrian safety and active transportation infrastructure are essential components of a safe and connected community; and

Whereas residents in the west end have raised significant safety concerns regarding elevated vehicle speeds along Second Line West; and

Whereas future and current residential development in the west end has increased both vehicular traffic volumes and the number of pedestrians navigating the corridor; and

Whereas the introduction of the Grade 7/8 program at Korah Collegiate and Vocational School has resulted in a higher number of young students walking through the area daily; and

Whereas the existing sidewalk on Second Line currently terminates at Arden Street, leaving pedestrians without dedicated, safe infrastructure beyond this point; and

Whereas the City of Sault Ste. Marie is committed to enhancing pedestrian safety, supporting student travel routes, and improving active transportation links across all municipal neighbourhoods;

Now Therefore Be It Resolved that staff be requested to report back to Council with options, estimated costs, and potential implementation timelines for extending the sidewalk on Second Line West further west beyond its current cutoff at Arden Street.

9.4 Line Painting

Mover Councillor S. Spina

Seconder Councillor S. Hollingsworth

Whereas the safe and efficient flow of motor vehicle traffic is a priority for the City of Sault Ste. Marie and surrounding communities; and

Whereas line painting on roadways is a way to help motorists delineate properly lanes of travel, turning lanes and stop lines; and

Whereas proper, efficient, and timely line painting will help motorists safely navigate City streets within the City of Sault Ste. Marie; and

Whereas several years ago the City of Sault Ste. Marie transitioned from in-house line painting done by Public Works to a service performed by an independent contractor; and

Whereas since transitioning to an independent contractor, a limited number of proponents have bid on the work year after year; and

Whereas this has caused line painting to be performed late in the year on City

streets; and

Whereas the delayed administration in painting lines on City streets does have a negative impact on traffic flows, creating confusion and unsafe interactions with motorists and pedestrians and it would be beneficial to the community to have the lines painted in a timely fashion each year;

Now Therefore Be It Resolved that staff be requested to review the process and report back to Council with the cost of equipment and resources necessary to reintroduce line painting as part of the Public Works team instead of contracted services to a third party and that this report be received in time to be considered in the 2028 municipal budget deliberations in 2027.

9.5 Defense Procurement Advocacy

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Whereas Algoma Steel is one of Canada's leading steel producers and the City's largest private-sector employer, supporting thousands of direct and indirect jobs throughout Northern Ontario; and

Whereas Algoma Steel possesses unique expertise and production capabilities in high-strength plate steel and is well positioned to become Canada's leading domestic supplier of ballistic steel for defence, security, marine and critical infrastructure applications; and

Whereas Roshel is a Canadian-owned defence manufacturer specializing in the design and production of advanced armoured vehicles that are currently used by allied governments, NATO partners and security agencies throughout the world, and is seeking to supply the Canadian Armed Forces through the federal Light Utility Vehicle ("LUV") and Domestic Arctic Mobility Enhancement ("DAME") procurement programs; and

Whereas Algoma Steel and Roshel have established *Roshel Algoma Defence Solutions* (RADS), a Canadian partnership created to establish a Canadian Centre of Excellence for Ballistic Steel Production and to develop a sovereign domestic supply chain for defence-grade steel, fabrication, forming, machining and armoured vehicle production in Canada; and

Whereas this partnership represents a significant opportunity for Sault Ste. Marie to become a critical contributor to Canada's growing defence industrial base while supporting the continued diversification of Algoma Steel's product mix into high-value defence manufacturing; and

Whereas the Government of Canada has adopted a Defence Industrial Strategy that recognizes the importance of strengthening Canada's sovereign defence manufacturing capabilities, supporting domestic supply chains, reducing reliance on foreign suppliers and ensuring defence procurement generates long-term economic benefits for Canadian workers and communities; and

Whereas investment in a domestic ballistic steel industry would enhance

Canada's national security, strengthen domestic manufacturing capacity, improve supply chain resilience and create new opportunities for Canadian exports to allied nations; and

Whereas Sault Ste. Marie has a long history of supporting Canada's industrial and manufacturing economy and is uniquely positioned to contribute to the next generation of Canadian defence manufacturing through its skilled workforce, advanced steelmaking capabilities, transportation infrastructure and strategic location; and

Whereas the proposed RADS partnership would create opportunities for new investment, skilled employment, research, innovation and manufacturing growth in Sault Ste. Marie while supporting additional economic activity throughout Northern Ontario and Ontario's manufacturing supply chain; and

Whereas recent federal defence procurement decisions demonstrated both the significant economic opportunities available to Canadian communities through defence manufacturing and the importance of maximizing Canadian industrial participation wherever possible in future defence procurements; and

Whereas awarding future Canadian defence procurements to Canadian manufacturers utilizing Canadian steel and Canadian supply chains would strengthen Canada's economic resilience while maximizing the return on public investment through domestic employment, industrial growth and technological development;

Now Therefore Be It Resolved that the Council of the Corporation of the City of Sault Ste. Marie express its strong support for the continued development of Roshel Algoma Defence Solutions and the establishment of a sovereign Canadian ballistic steel and defence manufacturing capability anchored in Sault Ste. Marie;

Further Be It Resolved that Council recognize the strategic importance of Algoma Steel and Sault Ste. Marie as key contributors to Canada's emerging defence industrial base and support initiatives that expand Canadian defence manufacturing using Canadian-made steel and Canadian workers;

Further Be It Resolved that a copy of this resolution be forwarded to the Prime Minister of Canada, the Minister of National Defence, the Minister of Public Services and Procurement, the Minister of Industry, the Secretary of State responsible for the Defence Investment Agency, the Premier of Ontario and the Member of Parliament for Sault Ste. Marie, expressing Council's support for maximizing Canadian industrial participation in the federal Light Utility Vehicle and Domestic Arctic Mobility Enhancement procurements, including the use of Canadian-produced ballistic steel and Canadian manufacturing capacity through the Roshel Algoma Defence partnership;

Further Be It Resolved that the Government of Canada be encouraged to give significant consideration to proposals that maximize Canadian content, Canadian steel production, domestic manufacturing capacity, sovereign industrial capability and long-term economic benefits to Canadian communities when awarding these procurements.

9.5.1	<i>Correspondence Received</i>	209 - 220
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 S. Spina Seconded Councillor R. Zagordo Resolved that all By-laws under item 12 of the Agenda under date August 10, 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 2026-113 (Property Sale) Repeal By-Law 2026-104 – 72 Corey Avenue	221 - 221
	A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda. Mover Councillor A. Caputo Seconded Councillor S. Hollingsworth Resolved that By-Law 2026-113 being a by-law to repeal By-law 2026-104 being a by-law to authorize the sale of surplus property at 72 Corey Avenue being legally described in PIN 31504-0364(LT) to Gary Fahrer and Marla Fahrer be passed in open Council this 10th day of August, 2026.	
12.1.2	By-law 2026-116 (Property Acquisition) 603 Sixth Line East Spadoni Pit Ellwood Robinson Inc.	222 - 223
	A report from the City Solicitor is on the Agenda. Mover Councillor A. Caputo Seconded Councillor S. Hollingsworth Resolved that By-Law 2026-116 being a by-law to authorize the acquisition of property located at civic 603 Sixth Line East, legally described as PIN 31508-0083(LT) PT SEC 8 TARENTORUS AS IN T352351; SAULT STE. MARIE be passed in open Council this 10th day of August, 2026.	
12.1.3	By-law 2026-121 (Engineering) Connecting Links Great Northern Road Resurfacing	224 - 299
	A report from the Director of Engineering is on the Agenda. Mover Councillor A. Caputo	

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2026-121 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 Transportation for the Connecting Links Program to provide funding for the resurfacing of Great Northern Road from Wigle Street to the North City Limit be passed in open Council this 10th day of August, 2026.

12.1.4 By-law 2026-123 (Street Assumption) 72 Corey Avenue 300 - 301

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-Law 2026-123 being a by-law to assume for public use and establish as a public street, formerly known as part of Wiber Street, now known as 72 Corey Avenue being PIN 31504-0364(LT) be passed in open Council this 10th day of August, 2026.

12.1.5 By-law 2026-125 (Agreement) Amending Lease Bell Mobility Inc. Tower –105 West Street 302 - 309

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2026-125 being a by-law to authorize the execution of the Amending Agreement between the City and Bell Mobility Inc. to permit Bell Mobility Inc. to continue to maintain a tower, equipment shelter and all necessary cabling and equipment attachments on a piece of City Property known municipally as 105 West Street be passed in open Council this 10th day of August, 2026.

12.1.6 By-law 2026-126 (Delegated Authority and Agreement) Performance Band and Artwork (Director of Community Services) 310 - 322

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth
Resolved that By-law 2026-126 being a by-law to approve the standard form of Band Performance Agreement and Artwork Commission Agreement, and to further delegate to the Director of Community Services, or their delegate, signing authority to execute same on behalf of The Corporation of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2026.

12.1.7 By-law 2026-127 (Temporary Street Closing) Boydell Place 323 - 323

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-127 being a by-law to permit the temporary closing of Boydell Place between Wellington Street West and Northland Road from September 1, 2026 to October 10, 2026 as required by Enbridge Gas Inc. to undertake repairs to their underground infrastructure with the assistance of a contractor be passed in open Council this 10th day of August, 2026.

12.1.8 By-law 2026-128 (Engineering) Sackville Road Extension Contract 2026-3E Phase 2 324 - 326

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-128 being a by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the second phase of the Sackville Road Extension (Contract 2026-3E) be passed in open Council this 10th day of August, 2026.

12.1.9 By-law 2026-129 (Temporary Street Closing) Sackville Road Extension Phase 2 327 - 327

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-129 being a by-law to permit the temporary closing of the Sackville Road and Mary Avenue intersection from August 4, 2026 to November 30, 2026 to facilitate the second phase of the Sackville Road Extension be passed in open Council this 10th day of August, 2026.

12.1.10 By-law 2026-130 (Restricted Acts and Delegated Authority) 328 - 330

A report from the CAO is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-130 being a by-law to delegate authority to the CAO to take action with respect to any of the acts herein be passed in open Council this 10th day of August, 2026.

12.1.11 By-law 2026-131 (Delegated Authority and Agreement) Physician 331 - 338

Recruitment Funding

A report from the CAO is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-131 being a by-law to authorize the execution of the Operating Service Agreement between the City, Sault Area Hospital, and Algoma West Academy of Medicine for Physician Recruitment Funding, and to further delegate to the Chief Administrative Officer signing authority to execute and bind the Corporation to future Operating Service Agreements for Physician Recruitment be passed in open Council this 10th day of August, 2026.

12.1.12 *By-law 2026-122 (Appointment) Chief Financial Officer and City Treasurer* 339 - 339

A report from the CAO is on the Agenda.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2026-122 being a by-law to appoint Stephen Facey as Chief Financial Officer and City Treasurer and to repeal By-law 2015-51 be passed in open Council this 10th day of August, 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*

12.3.1 *By-law 2023-32 (Street Closing and Conveyance) Herbert Street* 340 - 343

Council Report was passed by Council resolution on March 20, 2023.

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-law 2023-32 being a by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431 be passed in open Council this 10th day of August, 2026.

12.3.2 *By-law 2026-124 (Street Closing and Conveyance) 72 Corey Avenue* 344 - 345

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

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that By-Law 2026-124 being a by-law to stop up, close and authorize the conveyance of a portion of Wiber Street, now known as 72

Corey Avenue, being PIN 31504-0364(LT) be passed in open Council this 10th day of August, 2026.

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

14. Closed Session

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss:

- one item concerning labour relations or employee negotiations; and
- one item subject to solicitor-client privilege;

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

Municipal Act R.S.O. 2001 – (2)(d) labour relations or employee negotiations; (2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Mover Councillor R. Zagordo

Seconder Councillor S. Hollingsworth

Resolved that this Council move into closed session to discuss:

- one item concerning personal matters about an identifiable individual;
- one item concerning a proposed or pending disposition of land;

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

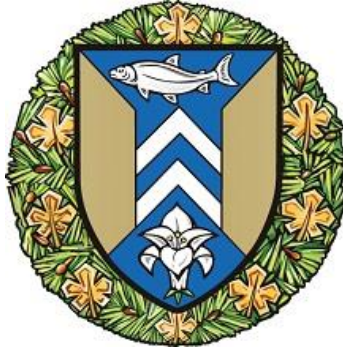
Municipal Act R.S.O. 2001 – 239 (2)(b) personal matters about an identifiable individual, including municipal or local board employees; (2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board

15. Adjournment

Mover Councillor A. Caputo

Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, July 13, 2026

5:00 pm

Council Chambers and Video Conference

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

Officials: T. Vair, R. Tyczinski, S. Hamilton Beach, B. Lamming, S. Schell, J. King, N. Thibault, F. Coccimiglio, P. Tonazzo, C. Rumiel, N. Ottolino, N. Maione, T. Anderson, R. Van Staveren, S. Facey (via video), J. Ricard, J. Rogers, M. Zuppa, T. Vecchio, K. Pulkkinen

1. Land Acknowledgement

2. Adoption of Minutes

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Minutes of the Regular Council Meeting of June 22, 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 Mayor M. Shoemaker – Property Sale – 184-188 James Street (Isnize Living Development Ltd., Topline Electric Limited – Tony Stirpe)

Purchaser is a client of the law firm in this matter.

4.2 Mayor M. Shoemaker – By-law 2026-105 (Property Sale) 184-188 James Street (Isnize Living Development Ltd., Topline Electric Limited – Tony Stirpe)

Purchaser is a client of the law firm in this matter.

4.3 Mayor M. Shoemaker – 1000518153 Ontario Inc. (Steel Speed) Extension Request Yates Avenue Property

Property owner is a client of the law firm in this matter.

4.4 Mayor M. Shoemaker – By-law 2026-114 (Property) 1000518153 Ontario Inc. Steel Speed Extension to build Yates Avenue

Property owner is a client of the law firm in this matter.

5. Approve Agenda as Presented

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

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

Carried

6. Presentations

6.1 2025 Audited Financial Statements

Oscar Poloni, Partner, and Christopher Pomeroy, Lead Audit Engagement Partner, KPMG were in attendance.

6.2 YMCA

James Chan, Chief Executive Officer, Sault Ste. Marie YMCA and Peter Dinsdale, Chief Executive Officer, YMCA Canada were in attendance.

6.3 PUC Group of Companies

Paul Skeggs, Vice-Chair, and Robert Brewer, President and CEO were in attendance.

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that all the items listed under date July 13, 2026 – Agenda item 7 – Consent Agenda save and except Agenda items 7.17 and 7.18 be approved as recommended.

Carried

7.1 2025 Audited Financial Statements

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the Report of the Manager of Finance dated July 13, 2026 concerning the 2025 Audited Financial Statements be received and that the financial statements be approved.

Carried

7.2 Tender for Screened Street Sand

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated July 13, 2026 concerning the supply of Screened Street Sand for the 2026-2027 and 2027-2028 winter seasons be received and that the supply be awarded to Pioneer Construction Inc. at the tendered pricing, plus HST.

Carried

7.3 PVC Membrane Roof Replacement No.1 Fire Hall

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated July 13, 2026 concerning PVC Membrane Roof Replacement at No.1 Fire Hall be received and that the contract be awarded to Maverick & Son Exteriors and Consulting Services Inc. in the amount of \$373,900 plus HST.

Carried

7.4 Intelligent Transportation System – Automated Vehicle Location

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

The relevant By-law 2026-111 is listed under item 12 of the Minutes.

7.5 Foreign Direct Investment Attraction Strategy

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Purchasing dated July 13, 2026 concerning Foreign Direct Investment Attraction Strategy as requested by Community Development and Enterprise Services be received and that the proposal submitted by IMK Strategies UG in the amount of \$160,000 plus HST be approved.

Carried

7.6 Transit Tariff Update

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Director of Community Services and the Manager of Purchasing dated July 13, 2026 concerning Transit Tariff Update be received as information.

Carried

7.7 Mayor's Youth Advisory Council – Youth Conference

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

Adam Bernardo and Jerome Emanuel-Oseni were in attendance.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Community Services and Director of Tourism and Community Development dated July 13, 2026 concerning Mayor's Youth Advisory Council – Youth Conference be received as information and that City staff collaborate with MYAC to host a Youth Conference.

Carried

7.8 Northern Community Centre Capital Funding Reallocation

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Manager of Recreation and Culture dated July 13, 2026 concerning Northern Community Centre Capital Funding Reallocation be received and that the scope of the 2026 carpet replacement be changed to include the installation of additional security cameras with a budget of \$12,957 funded from the 2026 Northern Community Centre carpet replacement project.

Carried

7.9 Tourism Development Fund Applications – June 2026

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Tourism and Community Development dated July 13, 2026 concerning Tourism Development Fund Applications – June 2026 be received and

that the recommendation of the Tourism Sault Ste. Marie Board of Directors to allocate \$16,000 as detailed below be approved:

1. Algoma Rod and Gun Club – 2026 Ontario Field Archery Championships – \$4,000; and
2. Soo Minor Baseball – Ontario Baseball 11U Provincial Championships – \$12,000.

Carried

7.10 Growing Canada's Community Canopies Fund

The report of the Sustainability Coordinator was received by Council.

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Sustainability Coordinator dated July 13, 2026, concerning the Federation of Canadian Municipalities Green Municipal Fund Growing Canada's Community Canopies Fund be received and that:

- Council authorize staff to submit an application to the FCM GMF Growing Canada's Community Canopies Fund for \$250,000 in grant funding; and
- Approve the City of Sault Ste. Marie's matching cash contribution of \$250,000 over five years, funded through the City's existing annual operating budget allocation of \$50,000 for tree planting subject to annual budget approval.

Carried

7.11 Economic Development Program Application – Edge Entertainment

The report of the Cultural Industries Coordinator and the Manager of Business Development was received by Council.

Representatives of Edge Entertainment were in attendance to answer questions.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Cultural Industries Coordinator and Manager of Business Development dated July 13, 2026 concerning Economic Development Program Application – Edge Entertainment be received and that the application for \$22,500 be approved.

Carried

7.12 Five-Year Capital Transportation Program (2027–2031)

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

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor S. Kinach

Resolved that the report of the Director of Engineering, dated July 13, 2026 concerning 2027–2031 Five-Year Capital Transportation Program be received and that Council approve:

- the 2027–2031 programs in principle;
- the Engineering Division proceeding with any local improvement notices for 2027 works;
- the procurement of consulting engineering services for projects not to be completed by in-house staff; and
- that the resurfacing of Second Line East between Great Northern Road and North Street be the designated project for the City's application to the 2027 Connecting Link Program.

Carried

7.13 Black Road Ditching – Agreement with Ministry of Transportation

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

The relevant By-Law 2026-119 is listed under item 12 of the Minutes.

7.14 Contract 2026-10E Miscellaneous Paving

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

The relevant By-law 2026-118 is listed under item 12 of the Minutes.

7.15 Pine Street Road Closure

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

The relevant By-law 2026-120 is listed under item 12 of the Minutes.

7.16 Property Declared Surplus – 561 Queen Street West, 572 and 608 Portage Lane, 62 James Street (Access to Land Program)

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

The relevant By-law 2026-112 is listed under item 12 of the Minutes.

7.19 Housekeeping – Discharge of Firearms in the Municipality By-law

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

The relevant By-law 2026-117 is listed under item 12 of the Minutes.

7.20 Reallocation of Housing Accelerator Funds

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Administrative Clerk – Housing Support dated July 13, 2026 concerning Reallocation of Housing Accelerator Funds be received, and that the following reallocations of HAF funds to the Per-Door Grant Program be approved:

1. \$70,000 from the Additional Dwelling Unit initiative;
2. \$80,000 from new and enhanced processes;
3. \$15,000 from marketing; and
4. \$900,000 from the unallocated portion of HAF funding.

Carried

7.17 Property Sale – 184-188 James Street (Isnize Living Development Ltd., Topline Electric Limited – Tony Stirpe)

Mayor M. Shoemaker declared a conflict on this item. (Purchaser is a client of the law firm in this matter.)

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

The relevant By-law 2026-105 is listed under item 12 of the Minutes.

7.18 1000518153 Ontario Inc. (Steel Speed) Extension Request Yates Avenue Property

Mayor M. Shoemaker declared a conflict on this item. (Property owner is a client of the law firm in this matter.)

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

The relevant By-law 2026-114 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

8.3.1 YMCA Progress Update

The report of the Deputy CAO Community Development and Enterprise Services was received by Council.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated July 13, 2026 concerning YMCA Progress Update be received as information.

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

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

8.4 Public Works and Engineering Services

8.5 Fire Services

8.6 Legal

8.7 Planning

8.8 Boards and Committees

8.8.1 PUC Annual Meeting of Shareholder

Moved by: Councillor L. Dufour

Seconded by: Councillor S. Kinach

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and

Further Be It Resolved that City Council appoints Mayor Matthew Shoemaker as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

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

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

8.8.1.1 Resolution of Shareholder – PUC Inc.

Financial

Statements

Be It Resolved that the financial statements of PUC Inc. (the Corporation) for the fiscal year ended on December 31st, 2025, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved that the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Appointment of Board Members

Be It Resolved that the following individual(s) are recommended for election:

- Paul Skeggs is recommended for election to commence a second 3-year term on the Board
- Carla Barone is recommended for election to commence a second 3-year term on the Board
- Danielle Baker was appointed in September 2025 and is recommended for a 3-year term on the Board.

Also Be It Resolved that:

- Board members currently within their term limits are Ila Watson, Bob Giroux, Scott Seabrook, David Zuccato, Ron Gagnon.
- Following By-law #1 Sec. 2.04, Andy McPhee is recommended for election to serve the second (and final) of the maximum 2-year term.

8.8.1.2 Resolution of Shareholder – PUC Services Inc.

Financial Statements

Be It Resolved that the financial statements of PUC Services Inc. (the Corporation) for the fiscal year ended on December 31st, 2025, together with the report of the auditors thereon, as placed before the undersigned, are hereby approved.

Appointment of Auditors

Be It Resolved that the firm of KPMG LLP, Chartered Accountants, is hereby appointed Auditor of the Corporation until the close of the next annual meeting of the shareholder or until their successors are duly appointed at a remuneration to be fixed by the directors, the directors being hereby authorized to fix such remuneration.

Appointment of Board Members

Be It Resolved that the following individual(s) are recommended for election:

- Paul Skeggs is recommended for election to commence a second 3-year term on the Board.
- Carla Barone is recommended for election to commence a second 3-year term on the Board
- Danielle Baker was appointed in September 2025 and is recommended for a 3-year term on the Board

Also Be It Resolved that:

- Board members currently within their term limits are Ila Watson, Bob Giroux, Scott Seabrook, David Zuccato, Ron Gagnon.
- Following By-law #1 Sec. 2.04, Andy McPhee is recommended for election to serve the second (and final) of the maximum 2-year term.

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

9.1 Landfill Community Consultation

Moved by: Councillor R. Zagordo

Seconded by: Councillor C. Gardi

Whereas the City of Sault Ste. Marie owns and operates the municipal landfill located on Fifth Line, which serves as a critical piece of municipal infrastructure for the collection, management, and disposal of residential, commercial, and industrial waste; and

Whereas Council has received recommendations from a Waste Management Business and Implementation Plan (Waste B&I Plan) setting out the financial recommendations for all current and future capital and operational needs for municipal waste management for ten years; and

Whereas the B&I Plan includes the Environmental Assessment process for landfill expansion, waste mining, biosolids management, and source-separated organics processing, some of which is required by Provincial legislative changes, and some of which is required because the capacity at our landfill is nearing the end of its useful life; and

Whereas City Council has been presented with annual landfill operations reports confirming that the City's existing landfill site has only approximately 2.5 years of remaining capacity and while this estimate has historically proven somewhat conservative, it nonetheless signals that

the City is rapidly approaching a point where it must consider the best capital funding and operational models; and

Whereas Council has also received reports identifying the need for a biosolids and source-separated organics processing facility to meet current and future environmental and regulatory requirements; and

Whereas the March 23, 2026 report entitled "Landfill and Composting Operations RFP" identified a minimum of \$95M in future capital requirements relating to waste management infrastructure, including:

- an estimated cost of \$56 million for a biosolids and source-separated organics facility
- an estimated cost of \$39.4 million for the initial phases of expansion of the landfill, that would provide an additional 12-20 years of landfill capacity, depending on waste disposal/recycling levels; and

Whereas there is approximately \$16 million set aside in the Landfill Reserve to cover some of the costs set out above, which is insufficient to fully fund the anticipated future capital requirements associated with landfill expansion, biosolids management, organics processing, and related waste management infrastructure without a substantial increase to the annual allocation to that reserve, or otherwise debt-financing those projects; and

Whereas extensive community consultation took place throughout the EA process and staff is awaiting the final approval from the Province on the EA;

Whereas Council wishes to ensure that residents are provided with meaningful opportunities to receive information and provide input regarding the future of waste management services in the community following completion of the Environmental Assessment approval process and as the project advances through the Environmental Compliance Approval stage;

Now Therefore Be It Resolved that staff be directed to undertake a public engagement process on the Landfill Business and Implementation Plan consisting of public open houses and other appropriate consultation opportunities to:

- Inform residents regarding the projected lifespan of the existing landfill, the need for landfill expansion and waste mining, and the anticipated costs associated with those projects;
- Inform residents regarding the projected costs and regulatory requirements associated with biosolids management and source-separated organics processing;

Further Be It Resolved that staff be directed to report back to Council at or before any budget deliberations during which landfill funding is before Council, or at such other time as financial decisions relating to the Landfill are due to be made, with:

- an updated financial analysis of landfill expansion, waste mining, biosolids management, and organics processing requirements;
- options for landfill operations and waste management services and procurement that considers the required reserve funding requirements to undertake landfill expansion

internally, as well as alternatives that balance environmental responsibility, service levels, affordability, and long-term financial sustainability for the residents of Sault Ste. Marie.

	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	1	0	0
				Carried

Amendment:

Moved by: Councillor A. Caputo

Seconded by: Councillor S. Spina

Resolved that the main motion be amended by adding the following words at the end of the motion:

"excluding any option that would authorize staff to develop and issue a Request for Proposals to seek a proponent that will purchase the landfill airspace and undertake landfill operations, and construct and operate a biosolids and single-source organics composting facility in accordance with the Council decision passed on March 23, 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	5	6	0	0
				Defeated

9.2 Soccer Field Improvement Plan

Moved by: Councillor A. Caputo

Seconded by: Councillor C. Gardi

Whereas soccer is one of the most widely participated in sports locally, with more than 2,200 players registered through the Greater North Soccer Association alone, including approximately 1,600 youth; and

Whereas safe, well maintained playing surfaces reduce the risk of injury to athletes and may reduce municipal risk exposure and liability; and

Whereas ongoing drainage and field condition issues have negatively impacted local soccer fields, including the removal of some fields from service, disrupting scheduling and limiting access for participants; and

Whereas predictable, tournament-ready fields support community partnerships and local fundraising, and can attract repeat visitation and spending in Sault Ste Marie businesses and hotels; and

Whereas improving field conditions supports equitable access to recreation for residents, particularly those who rely on affordable community recreation;

Now Therefore Be It Resolved that staff be requested to work with local service clubs and relevant soccer stakeholders to bring forward recommendations for an improvement plan for Strathclair Soccer Complex in advance of the 2027 budget deliberations, including

- A summary of current field conditions and key deficiencies;
- Recommended short-, medium-, and long-term improvements and a proposed phasing plan;
- Preliminary cost estimates and potential funding /partnership opportunities; and
- An outline of ongoing maintenance requirements.

	For	Against	Conflict	Absent
Mayor M. Shoemaker	X			

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

9.3 Deputy Mayor

Moved by: Councillor S. Kinach

Seconded by: Councillor R. Zagordo

Whereas section 242 of the *Municipal Act, 2001* authorizes municipalities to appoint a Deputy Mayor to exercise the powers and perform the duties of the Mayor when the Mayor is absent, refuses to act, is unable to act, or the office is vacant; and

Whereas Council recognizes the importance of ensuring continuity of leadership, effective governance, integrity, transparency, and the uninterrupted conduct of municipal business; and

Whereas Council has experienced regular occasions where the Mayor has been unable to participate in Council proceedings, both open and closed, due to declared conflicts of interest, or other circumstances, resulting in the need for alternate leadership during those matters; and

Whereas the current Acting Mayor rotation provides for temporary chairing of meetings but was not designed to serve as a permanent governance support mechanism where recurring conflicts or other circumstances require regular delegation of the Mayor's duties; and

Whereas a number of Ontario municipalities have established Council-appointed Deputy Mayor positions to strengthen governance, provide continuity of leadership, and support the efficient conduct of Council business;

Now Therefore Be It Resolved that staff be requested to report back to Council on the establishment of a Council-appointed chair committee Deputy Mayor position to be implemented following the next election.

	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	4	7	0	0
				Defeated

9.4 Port of Sault Ste. Marie

Moved by: Councillor C. Gardi

Seconded by: Councillor M. Scott

Whereas the City of Sault Ste. Marie has entered into a strategic partnership with the Hamilton-Oshawa Port Authority (HOPA Ports) to develop the "Sault to the South Trade Corridor," a transformative \$250 million multimodal infrastructure initiative designed to unlock Northern Ontario's resource sectors and enhance national supply chain resilience; and

Whereas the successful development of a modernized commercial port facility at the heart of the Great Lakes is projected to generate massive regional economic benefits, including up to 1,800 construction jobs and over 2,400 long-term logistics and industrial positions; and

Whereas maximizing our competitiveness for major capital funding from senior levels of government—including the Government of Canada's National Trade Corridors Diversification Fund and the Province of Ontario—requires an equally clear, long-term financial partnership from our municipality; and

Whereas the City of Sault Ste. Marie must balance this vital economic development project with prudent long-term stewardship of the municipal tax levy and local infrastructure assets;

Now Therefore Be It Resolved that the City of Sault Ste. Marie commit to a funding envelope of up to \$15,000,000 toward the Port of Sault Ste. Marie, with the final amount to be determined based on the project's final funding structure to be structured in a way that may include, but shall not be limited to: contribution of land to the project, rebates through the tax increment

program, contribution of capital infrastructure improvements to support the Port development, contribution of a monetary grant, or other such method as may be recommended by administration;

Further Be It Resolved that this entire financial and asset commitment be strictly conditional upon the City of Sault Ste. Marie, HOPA Ports, and industrial anchor partners successfully securing the remaining balance of the required capital funding from the Provincial and Federal governments; and

Further Be It Resolved that City Staff be directed to prepare a comprehensive implementation report once grant application/funding decisions are known and report to Council with a recommended structure for the total approved contribution.

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

Carried

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

11. Adoption of Report of the Committee of the Whole

12. Consideration and Passing of By-laws

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that all By-laws under item 12 of the Agenda under July 13, 2026 save and except By-laws 2026-105 and 2026-114 be approved.

Carried

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

12.1.2 By-law 2026-111 (Agreement) Automated Vehicle Location (AVL) Renewal (Consat Canada Inc.)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-111 being a by-law to authorize the execution of the Purchase Agreement Schedule E to the Master Agreement between the City and Consat Canada Inc. for the renewal of the Automated Vehicle Location (AVL) system technology software for a five (5) year term to expire on September 30, 2031 be passed in open Council this 13th day of July, 2026.

Carried

12.1.3 By-law 2026-112 (Access to Land Program – Surplus Property) 561 Queen Street West, 572 and 608 Portage Lane, 62 James Street

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-112 being a by-law to declare the City owned property legally described as PIN 31578-0206 (LT) LT 8 N/S PORTAGE ST PL TOWN PLOT OF ST. MARY'S EXCEPT RY696 & T266499; PT LT 8 S/S SUPERIOR ST, 9 S/S SUPERIOR ST, 9 N/S PORTAGE ST PL TOWN PLOT OF ST. MARY'S PT 1 & 4 1R4140 & AS IN T213085 & T221238; PT LANE PL 3974 ST. MARY'S; PT LT 1-5 PL 3974 ST. MARY'S PT 2 1R4437 & PT 1, 2 & 6 1R5114; SAULT STE. MARIE, being comprised of civics 561 Queen Street West, 572 and 608 Portage Lane, and 62 James 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 July, 2026.

Carried

12.1.5 By-law 2026-115 (User Fee) Amend Schedule D Municipal Support Resolution IESO

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-Law 2026-115 being a by-law to amend certain fees and charges in Schedule "D" to User Fees By-law 2025-153 be passed in open Council this 13th day of July, 2026.

Carried

12.1.6 By-law 2026-117 (Regulation) Amend Firearms By-Law 2008-168

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-Law 2026-117 being a by-law to amend By-Law 2008-168 being a by-law to prohibit the discharge of firearms in the Municipality be passed in open Council this 13th day of July, 2026.

Carried

12.1.7 By-law 2026-118 (Engineering) Avery Construction Limited Miscellaneous Paving (Contract 2026-10E)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-118 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for miscellaneous paving (Contract 2026-10E) be passed in open Council this 13th day of July, 2026.

Carried

12.1.8 By-law 2026-119 (Agreement) Black Road Ditching (MTO)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-119 being a by-law to authorize the execution of the Licence Agreement between the City and His Majesty the King in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario to allow the City to enter upon Ministry lands described as Lot 10, RCP H-745, designated as Part 1 on Plan 1R-10310 for the purposes of monitoring and maintaining a ditch and berm, be passed in open Council this 13th day of July, 2026.

Carried

12.1.9 By-law 2026-120 (Temporary Street Closing) Pine Street

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-120 being a by-law to permit the temporary closing of Pine Street between MacDonald Avenue and Garrison Way from August 4, 2026 to October 16, 2026, where and if necessary, to facilitate a cured-in-place (CIPP) watermain lining project within the Pine Street hill as conducted by PUC Services Inc. be passed in open Council this 13th day of July, 2026.

Carried

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

12.2.1 By-law 2026-99 (Streets) Name Change For A Portion of Anita Boulevard

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-99 being a by-law to rename a portion of Anita Boulevard described as PIN 31559-0054 (LT), being Part 1 Plan 1R-14352 and Part PIN 31559-0056 (LT), being Part 2 Plan 1R-14352, to Team Jacobs Way be read a FIRST and SECOND time in open Council this 13th day of July, 2026.

Carried

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

12.1.1 By-law 2026-105 (Property Sale) 184-188 James Street (Isnize Living Development Ltd., Topline Electric Limited – Tony Stirpe)

Mayor M. Shoemaker declared a conflict on this item. (Purchaser is a client of the law firm in this matter.)

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-law 2026-105 being a by-law to authorize the sale of surplus property being civics 184-188 James Street, legally described in PART PIN 31578-0007 (LT) to Isnize Living Development Ltd., Topline Electric Limited – Tony Stirpe or as otherwise directed be passed in open Council this 13th day of July, 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	10	0	1	0

Carried

12.1.4 By-law 2026-114 (Property) 1000518153 Ontario Inc. Steel Speed Extension to build Yates Avenue

Mayor M. Shoemaker declared a conflict on this item. (Property owner is a client of the law firm in this matter.)

Acting Mayor S. Spina assumed the Chair.

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Bruni

Resolved that By-Law 2026-114 being a by-law to approve the extension of time for 1000518153 Ontario Inc. ("Steel Speed") to fully construct a building at 167 Yates Avenue, Sault Ste. Marie legally described as PIN 31609-0386(LT) Part Section 34, Korah, Part 2, Plan 1R-14070; Sault Ste. Marie ("Subject Property") by January 31, 2027 be passed in open Council this 13th day of July, 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	10	0	1	0
Carried				

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

14. Closed Session

Moved by: Councillor L. Vezeau-Allen

Seconded by: Councillor M. Bruni

Resolved that this Council move into closed session to discuss one item concerning labour relations or employee negotiations;

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

Municipal Act R.S.O. 2001 – 239 (2)(d) labour relations or employee negotiations

Carried

15. Adjournment

Moved by: Councillor L. Vezeau-Allen

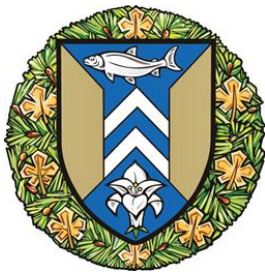
Seconded by: Councillor S. Kinach

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair, CAO
DEPARTMENT: Chief Administrative Officer
RE: Appointment of the Chief Financial Officer/City Treasurer

Purpose

The purpose of this report is to seek Council approval to appoint Stephen Facey as Chief Financial Officer/City Treasurer, effective August 30, 2026.

Background

At the Council meeting of May 25, 2026, Council was advised that Shelley Schell had submitted her intent to retire and authorized the recruitment process for the Chief Financial Officer/City Treasurer.

The Municipality is required under the *Municipal Act, 2001* to appoint a treasurer responsible for handling all financial affairs of the municipality.

An open recruitment process was conducted in accordance with the hiring policy for the recruitment and selection of senior staff. This process included both internal and external postings of the vacancy and staff-led interviews with qualified candidates.

Staff are seeking Council approval of Stephen Facey for the Chief Financial Officer/City Treasurer role.

Analysis

Mr. Facey has over 15 years of progressive accounting and financial management experience, including 11 years in the municipal sector, and has served as the City's Manager of Finance for the past 4 years. In this role, he led the planning, implementation, and oversight of the operating and capital budgets and oversaw the annual audit, coordinating with external auditors and staff. He is a Chartered Professional Accountant and is a member of the Certified Management Accountants of Ontario.

Steve is a valuable member of the City team and has worked collaboratively with departments across the Corporation throughout his time with the City. He brings extensive knowledge of the budget and audit processes to the position along with a solution-focused, problem-solving approach to his work.

Appointment of the Chief Financial Officer/City Treasurer

August 10, 2026

Page 2.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-122 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

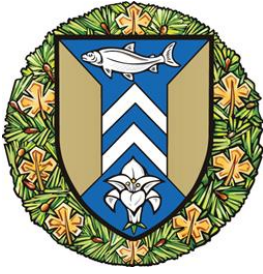
Respectfully submitted,

Tom Vair

CAO

705.759.5347

cao.vair@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Tom Vair, CAO

DEPARTMENT: Chief Administrative Officer

RE: Physician Recruitment Committee Renewal of Operating Service Agreement 2026

Purpose

The purpose of this report is to obtain Council approval to renew the Physician Recruitment Committee Operating Service Agreement and to provide information related to the 2027 staffing model for physician recruitment.

Background

On May 28, 2001, Council passed a resolution to establish a Physician Recruitment Committee (PRC). The PRC was struck to work with the Sault Area Hospital (SAH) and Group Health Centre (GHC) to make recommendations to City Council regarding the availability of physicians in the community. PRC was also to consider the potential need for the City to become more actively involved in physician recruitment.

Funding for the PRC was provided under a multilateral operating service agreement executed by the Committee-designated appointees of the respective parties.

A number of adjustments have been made to the budget over the years and, most recently, at the December 8, 2025 Budget meeting, Council approved \$205,000 as the City's contribution for the 2026 physician recruitment and retention efforts.

Analysis

Physician availability is vital to the community's health and to its ability to attract and retain skilled professionals.

The initial 2026 budget for physician recruitment is \$300,000 and covers wages for 1.5 FTE's, advertising, travel, and event fees. This budget was increased to \$354,068 to transition to a full-time recruiter in Fall 2026 (Attachment A – SSM PRC 2026-2027). Sault Area Hospital has agreed to cover the additional costs for the full-time recruiter in 2026.

A recommendation is being made to expand to a two-recruiter model in 2027 to address the health resource recruiting needs of the future (Attachment B - PRC City Council Presentation).

Additional funding from other community partners will be sought, and any additional financial requests of the City will be brought back to Council deliberations in 2027.

The by-law for this agreement includes approval of delegated authority for the CAO to sign future Operating Service Agreements for the Physician Recruitment initiative. Given Council approves the financial contribution at budget time, this will avoid the need to return to Council to approve this routine agreement in the future.

Financial Implications

There are no additional financial considerations at this point. Council previously approved the \$205,000 contribution to physician recruitment as part of the 2026 budget deliberations.

Strategic Plan / Policy Impact / Climate Impact

This item aligns directly with the Corporate Strategic Plan 2024-2027 Community Development Focus Area, specifically the goal to “Invest in allied healthcare recruitment and innovative labour force solutions.”

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-131 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Tom Vair

CAO

705.759.5347

cao.vair@cityssm.on.ca

Sault Ste. Marie Physician Recruitment & F

Income

Sault Area Hospital
City of Sault Ste. Marie
TOTAL

Expenses

3501000 Salaries and Benefits*
6959106 Recruitment Incentives (relocation, CMPA reimbursement)
6959108 Showcasing SSM/Site Visits
6959106 Participation in Recruitment Events
6959108 Retention Activities/Initiatives
6910300 Professional Conferences
6700001 Display & Promotional Materials
4950000 Office Supplies
6959112 Summer Studentship Program
6509000 Professional Fees

TOTAL

|

Retention Budget

2026-2027
\$150,000.00
\$205,000.00
\$355,000.00
\$217,068.67
\$100,000.00
\$10,000.00
\$12,000.00
\$3,000.00
\$5,000.00
\$1,000.00
\$500.00
\$5,000.00
\$500.00
\$354,068.67
\$931.33

**full time manager; part
time coordinator for 1/2
year then transitions to full
time recruiter in fall*

SAULT STE. MARIE

Physician Recruitment & Retention Program

WORK. LIFE. BALANCE.



PROGRAM OVERVIEW

- Formed in 2002 to provide coordinated community approach to physician recruitment
- Current partners include:
 - City of Sault Ste. Marie - \$205,000
 - Sault Area Hospital - \$150,000
 - Algoma West Academy of Medicine - in-kind support for events
- \$355,000 current annual funding



Two – Recruiter Model

- Recent Health Human Resources work force planning data indicates our community requires 70 additional physicians over next 2-3 years
- Must change current model to meet recruitment needs
- Transition Recruitment Coordinator to Physician Recruiter role
- Future vision to include both a Primary Care Recruiter and Specialist recruiter



2026 RECRUITMENT HIGHLIGHTS

➤ 9 physicians starting practice in Sault Ste. Marie:

- 2 emergency physicians
- 1 anesthetist
- 1 ophthalmologist
- 1 palliative care physician
- 1 hospitalist
- 1 endocrinologist
- 1 otolaryngologist (ENT)
- 1 internist



COMMUNITY INCENTIVE PROGRAM

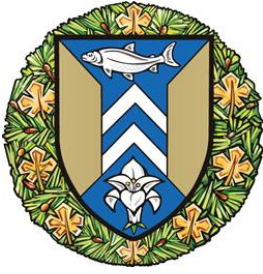
- Partnering with local business leaders to help attract and retain physicians
- Seeking donations from local businesses to include goods, services, and exclusive offers in welcome packages for new physicians and their families
- In return for their generosity, local businesses will receive public acknowledgement



**Questions?
Feedback?**

Thank you.





The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Tom Vair
DEPARTMENT: Chief Administrative Officer
RE: Delegation of Authority – Restricted Acts

Purpose

The purpose of this report is to seek delegated authority from Council to the Chief Administrative Officer to act on certain restricted acts if Council is in a restricted position after Nomination Day 2026.

Background

Section 275 of the *Municipal Elections Act, 1996* sets out restricted acts after nomination day in a regular Ontario municipal election, often referred to as a “lame duck” period.

There are two potential periods when Council is subject to restricted acts:

- If three or more (three-quarters of) current members of Council are not running for municipal Council (August 21, 2026 to October 26, 2026); or
- If three or more members of the current Council are not re-elected (October 26, 2026 to November 15, 2026).

The following acts are restricted during the period:

- a) the appointment or removal from office of any officer of the municipality;
- b) the hiring or dismissal of any employee of the municipality;
- c) the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- d) making any expenditures or incurring any other liability which exceeds \$50,000.

Clauses (c) and (d) do not apply if the disposition or liability was included in the most recent budget adopted by the Council before nomination day.

The *Municipal Act, 2001* provides several mechanisms to minimize the operational impacts of a council under a restricted acts period. Under subsection 275(4), the restrictions respecting property dispositions and expenditures do not apply where the disposition or expenditure has been previously authorized in the municipality's adopted budget. Further, subsection 275(6) authorizes a council to delegate its

authority to a person or body before Nomination Day, allowing delegated powers to continue to be exercised during a restricted acts period.

Analysis

Staff is recommending delegated authority to the CAO during the restricted acts period with respect to the following:

Engineering:

- Peoples Road Storm Water Management Ponds – Approval to engage an engineering firm and enter into an engineering agreement for the design and contract administration of four storm water management ponds. These ponds are recommended as part of the 2027 Capital Transportation Program, which will be presented in the 2027 budget. There is \$400,000 approved in the 2026 budget to allow engineering work to proceed ahead of the 2027 budget deliberations. Delaying this work until December risks the design and tender preparation not being ready for summer construction.
- Engineering Studies – Approval to engage an engineering firm and enter into an engineering agreement for studies that were not explicitly named in the list of studies within the 2026 Miscellaneous Construction budget. These include the Church and Pim Environmental Assessment, Herkimer Street Bridge Study/Environmental Assessment, and the Shatruck Environmental study. There is budget available in the 2026 Miscellaneous Construction Budget for these projects.

Community Development and Enterprise Services:

- Tourism Development Fund applications to a maximum of \$25,000.
- Housing Community Improvement Plan application(s) – waiver of future tax revenue. Formal agreement between the City and the recipient(s).
- Short-term leases (City facilities and property) up to five years.

The delegation would also include any other act that may be necessary to maintain the operations of the Corporation and effective municipal servicing.

Financial Implications

There is no financial impact to the delegation of authority. Only approved budgets will be delegated for the projects noted. Any increases to funding that exceed the CAO's financial limit will be brought forward to the new Council.

Strategic Plan / Policy Impact / Climate Impact

These approvals are linked to the infrastructure and community development focus areas of the corporate strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Delegation of Authority

August 10, 2026

Page 3.

The relevant By-law 2026-130 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

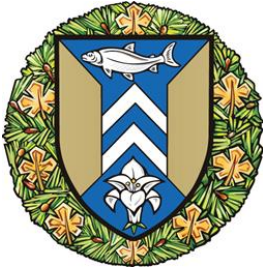
Tom Vair
Chief Administrative Officer
705.759.5348
t.vair@cityssm.on.ca

Meeting	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
13-Dec-21	Legal	AIM Recycling	J. King	Q3 2026	Report August 8, 2022 – Agenda item 7.20 – by-law to return at a future Council meeting, and enforcement requirements to be referred to 2023 Budget; Report August 28, 2023 – Agenda item 7.13 – additional consultation required	Staff to review whether a business licensing approach can be used to address concerns of residents in the area of AIM Recycling and the community at large concerning existing or future salvage/metal processing operations.	C. Gardi M. Scott
13-Dec-21	Legal Clerks	Taxi Licensing	J. King R. Tyczinski	Q3 2026	Report August 8, 2022 – Agenda item 7.2 – by-law to return at a future Council meeting, and enforcement requirements to be referred to Budget; Report May 4, 2026 – Agenda item 7.20	City and Police Service to assess how administration and enforcement is operating and report back with recommendations.	L. Vezeau-Allen D. Hilsinger
21-Mar-22	CAO CD&ES	Undeveloped Property in "Gateway" Site	T. Vair B. Lamming	Q3 2026		CAO and Deputy CAO, CD&ES work with the SSM Housing Corporation to consider and assess a high density residential development for the Gateway Site and report back.	L. Dufour D. Hilsinger
29-May-23	CD&ES	Food Truck Park Proposal	B. Lamming T. Anderson	Q3 2026		Report on feasibility of a Food Truck Park with construction of a covered structure within the downtown area, and an equitable vendor application process.	A. Caputo R. Zagordo
29-May-23	Human Resources	Living Wage	J. King N. Thomas	Q4 2026	Report January 8, 2024 – Agenda item 7.1 – Bring back revised wage grid for Council's consideration	Report to Council regarding instituting a living wage policy.	A. Caputo L. Vezeau-Allen
10-Jul-23	CD&ES PW&ES	Bellevue Park Urban Beach	B. Lamming S. Hamilton Beach	Q4 2026		Explore feasibility, steps required, location, and potential costs to develop an urban beach at Bellevue Park, including locking kayak infrastructure.	M. Scott S. Spina
30-Oct-23	CD&ES	Bike Lane Link	B. Lamming P. Tonazzo	Q3 2026		Report by April 2024 with recommendations on a welcome sign with existing city biking lanes and cost and design of a link for cyclists from the end of the bike trail at Highway 17B to the City's existing cycling route on Queen Street, and whether there are funding opportunities available from other levels of government.	S. Hollingsworth S. Spina
29-Jan-24	Human Resources	Living Wage Comparators	J. King N. Thomas	Q4 2026	Report November 24, 2025 – Agenda item 7.5	Investigate City positions and external comparators with a view to creating a liveable wage target and review all of the City's non-union salary grids including part time employees and students.	A. Caputo L. Vezeau-Allen
2-Dec-24	PW&ES	School Safety Zone Review	S. Hamilton Beach C. Rumiel	Q3 2026		Review all School Safety Zones in Sault Ste Marie to create a plan to standardize these zones; and that a driver education campaign be brought forward to highlight this plan once implemented to increase awareness for motorists and pedestrians of safety standards in these zones.	A. Caputo R. Zagordo

3-Feb-25	Clerks	AMO Healthy Democracy Partnership	R. Tyczinski	Q3 2026		Work with AMO's Healthy Democracy Project team to help identify local challenges and potential solutions. Support participation in the Local Democracy Accelerator through research into barriers to democracy, including, but not limited to: - Contacting current elected officials and staff to identify barriers to those working within these positions; - Contacting former Councillors, Mayors and staff to identify barriers they may have faced; - Contacting candidates who were not successful to find barriers, and whether or not they would consider running again; and - Contacting diverse communities within Sault Ste Marie to identify if they would consider engaging in local politics and to what degree. Should they choose not to, pursue reasons why they would not. Report findings, potential programs, solutions, and interventions that can be implemented.	A. Caputo L. Dufour
24-Feb-25	PW&ES IT	Snow Removal Service Delivery Assessment	S. Hamilton Beach D. Perri F. Coccimiglio	Q3 2026	Report October 14, 2025 – Agenda item 7.10	Report on current snow removal service delivery models, including possible improvements to service and equipment, communication with Council and residents, costs of upgrading service and equipment, and labour force impacts on adding additional equipment.	A. Caputo S. Spina
14-Jul-25	CD&ES	Roadside Attraction	B. Lamming N. Maione	Q4 2026		Consult with local community and industry partners regarding potential roadside attraction, design, location, and community engagement opportunities; identify costs and funding sources.	S. Kinach M. Bruni
2-Sep-25	Fire CD&ES	National Emergency Management / Forest Firefighting Service	N. Thibeault B. Lamming	Q3 2026		Investigate advantages and feasibility for Sault Ste. Marie to be the home of a national emergency firefighting agency or a broader national emergency agency.	C. Gardi M. Scott
2-Sep-25	CD&ES	Veterans Memorial Crosswalk	B. Lamming N. Maione	Q3 2026		Consult with representatives from local veterans' organizations, and report back to Council with the design, location, funding and installation plan for a Veterans Memorial crosswalk.	S. Kinach M. Bruni
2-Sep-25	CD&ES	Canadian Defence / Munitions Production	B. Lamming R. Van Staveren	Q4 2026		Report on the process and costs associated with conducting a comprehensive feasibility study to consider Sault Ste. Marie as a location for a Canadian defence/munitions production facility(ies), particularly focused on steel-intensive defence products.	C. Gardi R. Zagordo
22-Sep-25	CD&ES	Review of Recreation Fees for Non-Residents	B. Lamming N. Maione	Q4 2026		Report as part of the 2026 budget process with a plan to either increase non-resident recreation fees or establish community-to-community agreements with surrounding townships.	S. Kinach M. Bruni
3-Nov-25	CD&ES	Hallowe'en Tour Bus	B. Lamming N. Maione	Q3 2026		Report on the feasibility of City Bus Hallowe'en tours.	A. Caputo C. Gardi
24-Nov-25	Corporate Services	Social Media Policy	R. Tyczinski T. Vecchio	Q3 2026		Develop a formal Social Media Policy for Members of Council.	S. Kinach M. Bruni

24-Nov-25	CD&ES	Empty Retail Space	B. Lamming T. Anderson	Q3 2026	Staff to work with the Downtown Development Committee to draft a plan to execute a method to utilize empty retail spaces for experiential marketing campaigns that can benefit existing businesses and tourism.	S. Hollingsworth S. Spina
12-Jan-26	PW&ES	Windrows	S. Hamilton Beach D. Perri	Q3 2026	Work with local contractors to establish an estimated cost to tender the removal of driveway windrows.	L. Dufour L. Vezeau-Allen
2-Feb-26	Legal	Accessibility of Epinephrine Auto-Injectors	J. King	Q4 2026	Investigate the feasibility, cost, potential liability, and implementation plan for equipping all public City facilities with stock epinephrine auto-injectors.	M. Scott A. Caputo
2-Feb-26	CD&ES	Green Economy	B. Lamming R. Van Staveren	Q3 2026	Develop a "2026 Green Innovation Roadmap"; prioritize "Green Logistics" at the planned expanded Port; and identify and apply for funding to offset the costs of these feasibility studies.	C. Gardi S. Spina
23-Mar-26	PW&ES	Traffic Controls Signals – Trunk Road, Dacey Road, Frontenac Street	S. Hamilton Beach C. Rumiel	Q3 2026	Research the creation of an intersection complete with traffic control signals to connect Frontenac Street, Dacey Road and Trunk Road, and engage partners from Batchewana First Nation and the rail service.	S. Spina S. Hollingsworth
23-Mar-26	PW&ES	Traffic Study – Wellington Street East and Shannon Road	S. Hamilton Beach C. Rumiel	Q3 2026	Undertake a traffic warrant study for the signal at the intersection of Wellington Street East and Shannon Road.	S. Hollingsworth S. Spina
23-Mar-26	CD&ES	Community Economic Development	B. Lamming R. Van Staveren	Q3 2026	Establish a working group with Wawa, Echo Bay, Blind River, St. Joseph Island and other members of the Algoma District Municipal Association to set economic goals that could include small to mid-size industries and/or tourism and/or agriculture.	S. Hollingsworth M. Scott
23-Mar-26	Finance	Assessment Appeals	S. Schell	Q3 2026	Review the City's tax ratios, classes, or any other tax policy that could offset some or all of the losses from large tax appeals.	M. Scott R. Zagordo
13-Apr-26	CD&ES	Urban Tree Canopy	B. Lamming T. Anderson	Q4 2026	Establish a Collaborative Urban Forest Task Force to provide technical expertise and research support, for developing an Urban Forest Management Plan; identify and apply for funding to offset the costs of a comprehensive Urban Tree Canopy Study.	C. Gardi M. Scott
4-May-26	PW&ES	Road Rehabilitation Strategy	S. Hamilton Beach C. Rumiel D. Perri	Q4 2026	Develop a 5-Year Road Rehabilitation Strategy prior to 2027 budget deliberations; establish a formal Spring Thaw Road Response Protocol; report on options to modernize the City's pothole reporting system and a communications plan.	A. Caputo S. Spina
25-May-26	PW&ES	Pim / Church Streets	S. Hamilton Beach C. Rumiel	Q2 2027	Undertake an Environmental Assessment for traffic flow, including a review of 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 before any capital improvements are done to any of the listed streets.	L. Vezeau-Allen S. Spina
25-May-26	CD&ES	Sault Community Theatre Centre	B. Lamming	Q4 2026	In collaboration with the Cultural Advisory Committee, do a scan of comparable communities and the financial support that municipalities provide to support theatre centres.	L. Vezeau-Allen C. Gardi

22-Jun-26	CD&ES PW&ES	Canadian Flag	B. Lamming S. Hamilton Beach	Q3 2026	Investigate the feasibility, logistical requirements, and estimated costs of installing a large-scale Canadian flag landmark on the boardwalk.	C. Gardi M. Scott
22-Jun-26	CD&ES	Economic Development Community Improvement Program	B. Lamming R. Van Staveren	Q3 2026	Review the Economic Development CIP and report back on any proposal that: - ensures Sault Ste. Marie's Economic Development CIP is competitive with CIP programs across Ontario municipalities; - looks to have a graduated tax increment level, and/or a longer term, for projects that require greater investment, and create greater long-term benefits; and - examines any other changes required to Economic Development CIP as staff may recommend.	L. Dufour C. Gardi
22-Jun-26	CD&ES	High Speed Broadband	B. Lamming	Q3 2026	Identify potential partners who might conduct an audit of current high-speed internet availability within the western extremes of the City, focusing specifically on Pointe Aux Pins, Alagash Drive, Pointe Des Chenes Crescent, Red Pine Drive and Pointe Louise Drive, to formally identify infrastructure gaps; and report back with their findings, including estimated costs to conduct such an audit.	C. Gardi M. Scott
13-Jul-26	PW&ES	Landfill Community Consultation	S. Hamilton Beach	Q1 2027	Undertake a public engagement process on the Landfill Business and Implementation Plan consisting of public open houses and other appropriate consultation opportunities and report back at or before any budget deliberations during which landfill funding is before Council, or at such other time as financial decisions related to the Landfill are to be made.	R. Zagordo C. Gardi
13-Jul-26	CD&ES	Soccer Field Improvement Plan	B. Lamming	Q4 2026	Work with local service clubs and relevant soccer stakeholders to bring forward recommendations for an improvement plan for Straithclair Soccer Complex in advance of 2027 budget deliberations.	A. Caputo C. Gardi
13-Jul-26	CD&ES	Port of Sault Ste. Marie	B. Lamming R. Van Staveren	Q4 2026	The City commit to a funding envelope of up to \$15,000,000 toward the Port of Sault Ste. Marie, with the final amount to be determined based on the project's final funding structure; conditional upon the City, HOPA Ports, and industrial anchor partners successfully securing the remaining balance of required capital funding.	C. Gardi M. Scott
10-Aug-26						



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing
for Carl Rumiel, Director of Engineering

DEPARTMENT: Corporate Services

RE: RFP Engineering Services – Landfill Cell 1 Expansion

Purpose

The purpose of this report is to obtain Council approval to award the provision of engineering services for the Landfill Cell 1 Expansion at 402 Fifth line East, as required by Engineering and Construction – Public Works and Engineering Services.

Background

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

Analysis

Proposals from one (1) proponent were received prior to the closing date

- AECOM Canada ULC, Markham ON (Aecom)

The proposals received have been evaluated by a committee comprised of city staff from Engineering & Construction – Public Works & Engineering Services. It is the consensus of the evaluation committee that Aecom meets the requirements and deliverables for this project, and with previous experience at the site, has a high level of understanding of the required solution.

Financial Implications

Aecom proposed fees in the amount of \$839,548 including the non-rebateable portion of HST for these services, which is deemed fair and equitable.

During the 2026 Budget deliberations, Council approved capital funding within Waste Disposal Site Reserve funds for the Landfill Cell Development project. The purchase amount can be accommodated within this funding allocation.

Strategic Plan / Policy Impact / Climate Impact

This project is included within 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 Purchasing dated August 10, 2026 concerning Engineering Services – Landfill Cell 1 Expansion as required by Public Works and Engineering Services be received and awarded to AECOM Canada ULC at \$825,027 plus HST, be approved.

A By-law authorizing signature of the Agreement for this project will appear on a future Council Agenda.

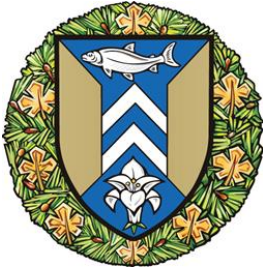
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Karen Marlow, Manager of Purchasing
DEPARTMENT: Corporate Services
RE: Purchase of Three 14,000 lb GVW Gasoline Dump Trucks

Purpose

The purpose of this report is to obtain Council Approval for the purchase of three 14,000 lb GVW gasoline dump trucks, as required by Public Works.

Background

The tender was publicly advertised and notification provided to all firms on the bidders list. Opening of the tender took place after closing on July 22, 2026, within the e-bidding system.

Analysis

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

Financial Implications

The total purchase price from Blue Mountain Chrysler Ltd. for the purchase of three GVW dump trucks meeting specifications is \$297,173 including non-rebatable HST.

This request can be accommodated with the approved 2026 Capital funding allocations for Public Works capital equipment and sanitary sewer surcharge accounts.

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 August 10, 2026 concerning purchase of three 14,000 lb GVW Gasoline Dump Trucks as required by Public Works Division be received and that the purchase from Blue Mountain Chrysler Ltd. in the amount of \$292,033 plus HST be approved.

Three 14,000 lb GVW Gasoline Dump Truck – Public Works Division

August 10, 2026

Page 2.

Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca

SUMMARY OF TENDERS
THREE (3) 14,000 LB GVW GASOLINE DUMP TRUCK

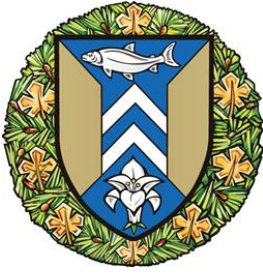
<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(HST extra)</u> Three (3) Trucks, including a trade-in unit	<u>Remarks</u>
Blue Mountain Chrysler Ltd Collingwood, ON	2027 RAM 4500 Crew 4x2	200 w/days	3 years/60,000 km 5 years/160,000 km PowerTrain	\$292,033.00	meets specifications
Fraser Ford Sales Limited Oshawa, ON	2027 F-450 4x2 SD Crew	150 w/days	3 years/60,000 Hours 5 years/160,000 km PowerTrain	\$330,734.00	meets specifications
Fraser Ford Sales Limited Oshawa, ON	2027 F-450 4x2 SD Crew	150 w/days	3 years/60,000 Hours 5 years/160,000 km PowerTrain	\$293,315.00	meets specifications
Mailand Lewis Enterprises Ltd. Sault Ste. Marie, ON	2027 F-450	150 w/days	3 years/60,000 Hours 5 years/160,000 km PowerTrain	\$304,986.43	meets specifications
Commercial Truck Equipment Corp. Ayr, ON	2027 F-450	100 w/days	3 years/60,000 Hours 5 years/160,000 km PowerTrain	\$321,941.46	meets specifications
Belanger Ford Lincoln Center Chelmsford, ON	2027 F-450	90 w/days	3 years/60,000 Hours 5 years/160,000 km PowerTrain	\$343,408.00	meets specifications

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

The total cost to the City will be \$297,172.78 including the non-rebatable portion of the HST

It is my recommendation that the tendered prices, submitted by Blue Mountain Chrysler Ltd. be accepted.

Karen Marlow
Manager of Purchasing



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing
for Dan Perri, Director of Public Works

DEPARTMENT: Corporate Services

RE: Equipment Purchase Two (2) 25cuyd Back Packer Refuse
Trucks – PWES Landfill

Purpose

The purpose of this report is to obtain Council approval for the supply and delivery of two (2) 25cuyd Back Packer Refuse Trucks as required by Public Works and Engineering Services, Landfill.

Background

As part of the 2026 Public Works Capital Equipment list, Landfill is replacing two (2) aged Refuse Trucks. Landfill's fleet includes Labrie equipment that has been in place for many years. City staff is familiar and confident with its reliability, operation, and maintenance.

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

Analysis

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

Request for pricing quote was issued to GloboCam Cornwall for the two (2) Back Packer Refuse Trucks with specifications meeting current Landfill Division equipment requirements.

The pricing received has been thoroughly evaluated and reviewed by the Manager of Building, Fleet & Skilled Trades – Public Works. The pricing reflects the advantages of leveraging the buying power through LAS/Canoe which includes a discount of \$10,634 total for both units.

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

Financial Implications

GloboCam Cornwall's total quoted price for the two (2) Labrie Back Packer Refuse Trucks is \$762,130 including non-rebatable HST.

During the 2026 Budget deliberations, Council approved the allocation of \$1,100,000 for this Landfill Equipment. This purchase can be accommodated within this funding allocation.

Strategic Plan / Policy Impact / Climate Impact

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

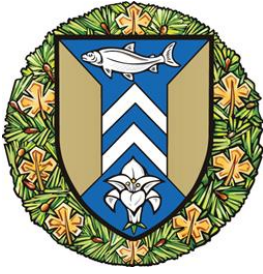
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Purchasing dated August 10, 2026, concerning purchase of two (2) 25cuyd Back Packer Refuse Trucks as required by Public Works and Engineering Services – Landfill be awarded to GloboCam Cornwall, at the quoted amount of \$748,948 plus HST.

Respectfully submitted,

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



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Karen Marlow, Manager of Purchasing
for Shelley Schell, CFO/City Treasurer

DEPARTMENT: Corporate Services

RE: Professional Services – Assessment and Property Taxation
Support

Purpose

The purpose of this report is to obtain Council approval to award professional services for Assessment and Property Taxation support for a term of three years commencing January, 2027 with the option to extend for two additional years by mutual agreement as required by Corporate Services – Finance.

Background

The professional services are to provide support and assistance on an as-needed basis with various taxation and assessment issues and to assist Taxation Department with larger appeals as they occur.

A Request for 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 July 9, 2026.

Analysis

Proposals from three proponents were received prior to the closing date:

Viranchi Homes Ltd, Brampton, ON
444 Paralegal Professional Corporation, Dwight, ON
MTE Paralegal Professional Corporation, London, ON

The proposals received have been reviewed and evaluated by a committee comprised of staff from Tax Division – Finance Department.

It is the consensus of the Evaluation Committee the proponent scoring the highest in the evaluation process is 444 Paralegal Professional Corporation.

Financial Implications

444 Paralegal Professional Corporation has provided hourly service rates by position to be applied when services requested on as-needed basis.

Funding for the professional services will be drawn from the Assessment Appeals operational account of the Finance Department – Corporate Services.

Strategic Plan / Policy Impact / Climate Impact

This is an operational matter not contemplated 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 August 10, 2026 concerning Professional Services for Assessment and Property Taxation Support be received and that the services be awarded to 444 Paralegal Professional Corporation at the hourly rates quoted commencing January 1, 2027, for a term of three years with the option to extend two additional years by mutual agreement.

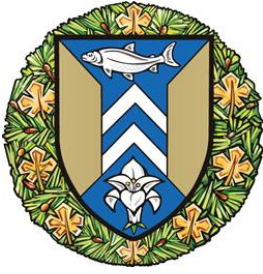
Respectfully submitted,

Karen Marlow

Manager of Purchasing

705.759.5298

k.marlow@cityssm.on.ca



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Nicole Maione, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Transit Hallowe'en Bus Tour

Purpose

The purpose of this report is to provide costing and operational information regarding a possible Hallowe'en tour bus.

Background

The following resolution was passed on November 3, 2025:

Whereas several Sault Ste Marie residents have invested immense time, financial commitment, and effort to make their houses spooky destinations for all to enjoy throughout the Hallowe'en season, with their greatest reward being the ability to share their passion for Hallowe'en with children and adults from all over the City; and

Whereas not all residents have access to a vehicle to visit these incredible attractions; and

Whereas providing bus tours would be a greener alternative to those residents who do have access to a vehicle, reducing the number of cars on residential streets and lessening the traffic impacts; and

Whereas the City of Sault Ste. Marie offers services such as the Adventure Bus, Best for Kids program, and Pointe Des Chenes Beach Bus to improve access and equity for all residents of our City to enjoy some of our most beloved attractions; and

Whereas these bus programs provide a safe, family-friendly way for residents to explore attractions and community events throughout the City; and

Whereas introducing Hallowe'en tour buses could provide an opportunity to celebrate local culture, support community organizations, and encourage participation in seasonal activities;

Now Therefore Be It Resolved that staff be requested to return with a costing and operational report on the feasibility of implementing City Bus Hallowe'en tours beginning in 2026 for up to 5 nights prior to Hallowe'en, including staffing requirements, changing routes yearly depending on which houses are declared winners in the City's Hallowe'en Spirit Awards, as well as potential sponsorship opportunities or community partners.

Analysis

Based on the 2024 Hallowe'en Spirit Award nominations, staff estimate that a similar bus tour would take approximately three hours. This would require approximately 3.5 hours of Transit Operator time to allow for the required circle check and travel to and from the transit terminal. This estimate does not include additional time for passengers to exit and re-enter the bus at each stop. As the tour route would change annually based on the location of award recipients, the time required may vary from year to year.

Multiple buses may be required depending on demand and the locations included on the route. Full-sized buses may not be able to safely navigate certain areas of the city, depending on the location of the Hallowe'en Spirit Award winners. Confirming anticipated demand in advance is important, as additional buses and Transit Operators require advanced coordination and would increase costs.

To support planning, interested participants could be required to register in advance. This would allow staff to confirm the number of buses, Operators, and related resources needed before the tour dates.

The bus tour would operate in the evenings during the five days leading up to Hallowe'en. The schedule may be adjusted from year to year to account for other community events, resources or operational considerations. For example, if a Municipal Election or other significant community event is scheduled on one of the proposed tour dates, the Hallowe'en Bus Tour would not operate that evening.

Staff note that there may be resource concerns with this additional demand for buses and operators during this time period.

Financial Implications

Based on an estimated route time of 3.5 hours, the cost to operate the Hallowe'en Bus Tour is estimated at \$460 per evening, or \$2,300 annually for five evenings. In addition, marketing and advertising costs are expected to be \$1,500.

Actual costs may vary from year to year depending on the location of the Hallowe'en Spirit Award winners, the final route, passenger demand, and the number of buses and Transit Operators required.

Strategic Plan / Policy Impact / Climate Impact

The Hallowe'en Tour Bus impacts the Corporate Strategic Plan 2024-2027 as it relates to the Social Equity pillar of the Community Development Focus Area by supporting programs that foster a safe, welcoming and inclusive community.

In addition, it supports the Service Delivery Focus Area by developing Community Partnerships and Eliminating Barriers for individuals who otherwise would not be able to enjoy the Hallowe'en Spirit Awards.

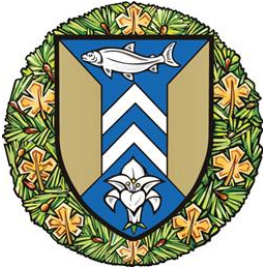
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services concerning Transit Hallowe'en Bus Tour be received as information.

Respectfully submitted,

Nicole Maione
Director, Community Services
Community Development and
Enterprise Services
705.759.5264
n.maione@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Heritage Property Tax Rebate Program – 911 Wellington
Street East

Purpose

The purpose of this report is to seek Council approval to register one owner of a designated property into the City's Heritage Property Tax Rebate Program.

Background

One owner of a designated heritage property in Sault Ste. Marie has filed an application to enroll in the City's Heritage Property Tax Rebate Program. The property is located at 911 Wellington Street East. This is a new application, and the property has not been enrolled in the Heritage Property Tax Rebate Program.

The Ontario Government under Section 365.2 of the *Municipal Act* (2001, S.O. 2001, c.25 as amended) allows municipalities to grant tax rebates of 10% to 40% on the value of an "eligible" heritage property in order to stimulate the restoration and preservation of Ontario's unique heritage assets.

In 2005, City Council passed a resolution accepting the implementation of a 40% Tax Rebate Program in our community to support owners of Designated Heritage Properties. Bylaw 2005-186 outlines the criteria for the Heritage Property Tax Rebate Program.

Analysis

Heritage properties are an important community resource; however, increased costs are often associated with their restoration and maintenance. Programs such as the Heritage Property Tax Rebate Program recognize these costs and seen as an investment in the community by preserving our City's unique cultural heritage and supporting owners of heritage properties. In 2025, there were 17 designated heritage properties enrolled in the tax rebate program. There are 42 heritage sites in the City of Sault Ste. Marie designated under Part IV of the *Ontario Heritage Act*.

Enrolment into the program requires the completion of an application; and once approved by Council a Heritage Property Agreement between the City and the

property owner is completed which is then registered on the property title. This allows the City access to the property for inspection purposes to ensure that the owner is fulfilling the terms of the agreement. The Sault Ste. Marie Municipal Heritage Committee in conjunction with City Building Inspection services conducts an annual inspection of all heritage properties enrolled in the program. Owners are provided with a report of the findings, which outlines the maintenance items that need to be addressed. Owners who fail to maintain their heritage properties to an acceptable standard risk losing the annual tax rebate.

At the meeting on June 3, 2026 the Sault Ste. Marie Municipal Heritage Committee reviewed the application for the Heritage Property Tax Rebate Program and passed the following resolution:

Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend the request by Billy Wilson, owner of 911 Wellington Street East to be enrolled in the heritage property tax rebate program, and that a report be prepared requesting approval by City Council.

Financial Implications

The estimated amount of the rebate for 911 Wellington Street East the rebate for the 2025 tax year is \$2,374. The City's portion of the total is estimated to be \$2,178 and the educational portion is \$196.

Strategic Plan / Policy Impact

This report supports the Corporate Strategic Plans Focus Area – Quality of Life: Arts and Culture: Promote and conserve heritage assets.

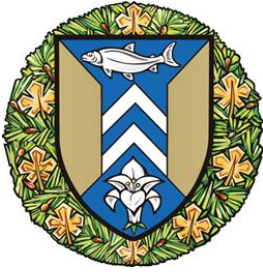
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated August 10, 2026 concerning Heritage Property Tax Rebate Program – 911 Wellington Street East be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee to enroll 911 Wellington Street East in the Heritage Property Tax Rebate Program be approved.

Respectfully submitted,

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



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Virginia McLeod, Manager of Recreation and Culture
DEPARTMENT: Community Development and Enterprise Services
RE: Public Art Project Funding – 2SLGBTQIA+ Public Art Mural
Installation

Purpose

The purpose of this report is to seek Council approval to allocate \$25,000 in funding from the Community Development Fund – Public Art Reserve towards the installation of a 2SLGBTQIA+ public art mural as recommended by the Cultural Vitality Committee.

Background

In 2020, the City of Sault Ste. Marie unveiled a rainbow crosswalk located at the southern portion of the intersection of Bay Street and East Street. Due to ongoing deterioration and maintenance concerning the raised brick upon which the crosswalk was initially installed, it was relocated to the south intersection of Bay Street at Spring Street in June 2024.

The Accessibility Advisory Committee was established under the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA). The AAC's primary roles are:

- Advising Council: Providing guidance on implementing accessibility standards, preparing accessibility reports, and updating multi-year accessibility plans
- Reviewing Site Plans: Examining architectural drawings, development proposals, and municipal blueprints for public spaces, buildings, and infrastructure
- Consulting on Public Projects: Evaluating community features like accessible parking, recreational trails, transit stops, and playgrounds

As part of its role in consulting on public projects, the AAC reviewed proposed painted crosswalks and did not support them because of concerns that altering regulatory crosswalk markings could create confusion and, in some cases, optical illusions that may affect the safety and mobility of people with vision loss.

The Committee noted that consistency and predictability are fundamental principles of accessible design, particularly for pedestrian routes used by people with vision loss. Accessible paths of travel should remain visually consistent and easily identifiable. Painted treatments can create the appearance of uneven surfaces, changes in elevation, or obstacles that may be confusing or disorienting for some pedestrians, thereby reducing the accessibility of the route.

They also emphasized that sidewalks are, first and foremost, pedestrian paths of travel and should remain consistent with Ontario's provincial standards, without decorative treatments or alterations that could affect accessibility or safety.

The Accessibility Advisory Committee's position is that painted sidewalks, walkways, or other painted pedestrian paths of travel should not be installed on City property.

On April 15, 2026, the AAC passed the following resolution:

The City continues existing practice using only the Ontario Provincial Standard for Sidewalks, without any alterations.

In recognition of the City's corporate strategic plan and its identified values of diversity, inclusion, equity and access, it is recommended that a permanent art mural installation be developed to become part of the City's public art collection

Analysis

An advisory panel including membership of The Klub, Sault Pride, Queer Coffee Club, Ontario Aboriginal HIV Strategy (OAHAS), HIV and Resource Program (HARP), 2Spirited Organizing Committee, Bawating Babes, individual organizers within the 2SLGBTQIA+ Community, two Cultural Vitality Committee Members, and several City Staff is being assembled.

City Staff attended the Klub's Family Fun Day Pride Event to facilitate a community consultation session on Sunday July 12, 2026, and again attended Sault Pride's event on Sunday July 19, 2026, both events took place at the Roberta Bondar Pavilion. Overall, great initial feedback was received, and a digital/hard copy survey was deployed. This initial community feedback gathered development information that will be brought to the larger advisory panel for review as the Call for Artists/Expression of Interest document is written and developed.

On July 15, 2026, the Cultural Vitality Committee passed a resolution to approve the release of up to \$25,000 in support of this project, please see below:

Be it resolved that the Cultural Vitality Committee support an investment of Public Art Funds of up to \$25,000 for a 2SLGBTQIA+ mural to be developed and installed in accordance with the budget and timeline as presented at the Cultural Vitality Committee meeting of July 15, 2026.

Financial Implications

The Community Development Fund – Public Art Reserve has an available balance of \$133,750 and can support the \$25,000 request.

Strategic Plan / Policy Impact / Climate Impact

This project supports the Corporate Strategic Plans Focus Area – Quality of Life: Arts and Culture – Celebrate diversity in public art.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Recreation and Culture dated August 10, 2026 concerning Public Art Project Funding – 2SLGBTQIA+ Public Art Mural Installation be received and that \$25,000 in funding from the Community Development Fund – Public Art Reserve to support the project be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.971.8913
v.mcleod@cityssm.on.ca

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: MYAC - August 10 Council Meeting

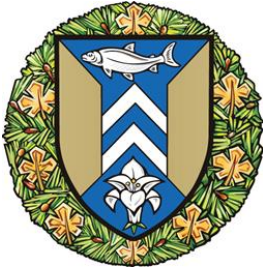
From: Tim Childs <
Sent: Monday, August 10, 2026 1:07 PM
To: Amanda Comegna <a.comegna@cityssm.on.ca>
Subject: RE: MYAC - August 10 Council Meeting

Agenda Number 7.11 Public Art Project Funding – 2SLGBTQIA+ Public Art Mural Installation

I, Lily-Mae Tremblay say this project is a great way to create more diversity in the city of Sault Saint Marie. May I suggest using this project to create events driven by the 2SLGBTQIA+ to therefore allow more unity and creativity within the community.

My question for this topic should be, how will the word of the project be known and what shall people remember it by?

Regards, Lily-Mae



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Graham Atkinson, Manager of Business Development

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Fund – Economic Growth
Community Improvement Plan – Lajambe Financial Inc.

Purpose

The purpose of this report is to seek Council approval of \$50,000 in Economic Growth Community Improvement Plan support for Lajambe Financial Inc.'s redevelopment and modernization of office space at 116 Spring Street in downtown Sault Ste. Marie. The proposed project will support the establishment of a regional financial advisory hub and the creation of new, highly skilled professional employment in the community.

Background

Program Overview

The purpose of the Economic Growth Community Improvement Plan is to diversify the local economy and stimulate job growth by attracting new businesses and expanding existing ones. As part of the Community Development Fund, the Economic Growth Community Improvement Plan is designed to reduce business costs by providing financial incentives for improvements to land or buildings in targeted industry sectors. Approval of an application, and the amount of grant funding awarded, is determined on a discretionary basis in accordance with the program's established criteria. The key program criteria are as follows:

- **Criteria 1:** Targeted Industry Sector
- **Criteria 2:** Building and/or Land Related
- **Criteria 3:** Economic Impacts

This report reviews the application submitted by Lajambe Financial Inc. under these criteria.

Lajambe Financial Inc. Background

Lajambe Financial Inc. is a diversified financial advisory firm serving clients locally, regionally, and across Canada. The firm provides a suite of professional services

including investment management, life insurance, group benefits, financial advisory, estate planning, tax consulting, corporate finance, strategic planning, capital structuring, succession planning, and transaction advisory services. The firm's mandate is to support the long-term financial success and continuity of businesses and individuals by delivering advisory solutions that integrate capital planning, risk management, succession strategies, and wealth preservation.

The business also has a longstanding connection to downtown Sault Ste. Marie, representing a return of the Lajambe family to the downtown core, where related business activities were located more than 50 years ago. Lajambe Financial Inc. has evolved into a knowledge-based professional services business positioned to help clients navigate increasingly complex financial and regulatory environments.

The proposed project aligns with the objectives of the Economic Growth Community Development Stream by supporting the expansion of Lajambe Financial through the creation of a purpose-built office space designed to accommodate future growth. While funding will be directed toward leasehold improvements, the investment will enable the organization to increase its operational capacity, enhance client service delivery, and support the creation of new employment opportunities. By establishing a modern, functional workspace that is designed for long-term business growth, the project will strengthen the organization's ability to meet increasing demand, contribute to the local economy, and provide high-quality financial services to clients across the region.

Project Overview

The proposed project involves the redevelopment and modernization of an existing office building at 116 Spring Street to establish a regional advisory hub serving clients across Northern Ontario and beyond. The project includes the adaptive reuse and comprehensive renovation of the building to create a high-quality professional workspace designed to support advanced financial advisory, business-to-business services, and client engagement. Improvements will include interior reconfiguration, accessibility upgrades, exterior façade enhancements, and mechanical system improvements.

The total project investment is expected to exceed \$1,100,000, including property acquisition and redevelopment costs, with \$420,000 in eligible building improvements identified in the funding application. These improvements will modernize the property to contemporary office standards, extend its useful life, improve energy efficiency, and increase the assessed value of the building.

The completed office will function as a regional financial and business advisory hub, generating a majority of its revenue from business clients located outside Sault Ste. Marie. This export-oriented service model will introduce new income into

the local economy while supporting downtown revitalization and economic diversification.

Key Activities and Costs

The project's key activities will include:

- Roof repairs and upgrades;
- Exterior façade improvements;
- Interior modernization and workspace reconfiguration;
- Accessibility improvements;
- HVAC system improvements; and
- Enhancements to building visibility, curb appeal, and streetscape presence.

The applicant has identified \$420,000 in eligible project costs related to these improvements, with proposed financing as follows:

- **City of Sault Ste. Marie:** \$50,000
- **Northern Ontario Heritage Fund Corporation:** \$150,000
- **Applicant (Cash):** \$220,000

Job Creation

Lajambe Financial Inc. anticipates creating a minimum of seven new permanent, full-time professional positions within 24 months of project completion. These new positions are expected to include roles in financial advisory, analysis, administration, client services, tax services, and accounting support. The project will also accommodate up to 24 full-time staff in the redeveloped office over time. The application also notes that the company currently maintains seven existing professional and administrative positions, meaning the project supports both employment growth and employment stability in the community.

Analysis

The proposed project aligns well with the objectives of the Economic Growth Community Improvement Plan.

Economic Development Fund Key Criteria	Assessment
Significant Investment	Yes, the project represents more than \$1,100,000 in total private-sector investment, including \$420,000 in eligible building improvements.

Located in the City	Yes, the project is located at 116 Spring Street in downtown Sault Ste. Marie.
Good Financial Standing	Yes, subject to the applicant providing all required financial documentation and attestations as part of the program review process.
Target Industry	Yes, the project supports growth in professional, financial, and knowledge-based services, contributing to economic diversification.
Building Related	Yes, the application relates directly to the redevelopment, modernization, and adaptive reuse of an existing commercial office building.
Economic Benefits	Yes, the project supports permanent job creation, downtown revitalization, private-sector investment, tax assessment growth potential, and net new revenue inflows from outside markets.

The project aligns with the City’s downtown revitalization objectives by reinvesting in existing building stock, increasing daytime employment density, supporting nearby businesses, and strengthening the professional services presence in the downtown core. The project also supports broader economic diversification by expanding a sector that is less exposed to industrial and global trade volatility. On May 19, 2026 this proposal was presented to the Economic Development Corporation board and was approved by the board to present to City Council.

Financial Implications

The financial impact of this Economic Growth Community Improvement Plan application is \$50,000. According to the application, this municipal contribution would form part of a broader funding structure that includes support from the Northern Ontario Heritage Fund Corporation (NOHFC) and a substantial private-sector cash contribution from the applicant. The requested City contribution represents approximately 12% of eligible project costs. The current balance of the Economic Development Fund is \$2,051,970.

Support from the Economic Growth Community Improvement Plan is intended to offset a portion of the incremental costs associated with reinvesting in downtown building stock, improving building performance, and enhancing the public-facing quality of the property. These improvements are expected to deliver long-term economic and municipal benefits through increased property assessment, downtown activity, and employment growth.

Strategic Plan / Policy Impact / Climate Impact

While the project aligns directly with the Economic Growth Community Improvement Plan, it also supports several key objectives of the City of Sault Ste.

Marie's broader strategic and economic development priorities. Specifically, the project contributes to:

1. Quality of Life – Vibrant Downtown Areas

Through the adaptive reuse and modernization of a downtown commercial property, the project will improve the built environment and support increased daytime activity in the core.

2. Community Development – Create Social and Economic Activity

The project will create new highly skilled professional positions, support surrounding downtown businesses, and contribute to commercial density and vibrancy.

3. Community Development – Maximize Economic Investment

The project leverages significant private-sector capital investment and external revenue generation while strengthening the City's role as a centre for professional and knowledge-based services in Northern Ontario.

Economic Growth Community Improvement Plan alignment includes export-oriented service delivery, significant investment in a downtown property, support for tax base growth, and the creation of permanent knowledge-based employment.

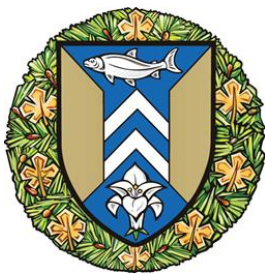
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Development dated August 10, 2026 concerning the Economic Growth Community Improvement Plan application for Lajambe Financial Inc. be received and that Council approve the investment of \$50,000 through the Economic Growth Community Improvement Plan to support the Lajambe Financial Inc. downtown redevelopment and expansion project.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
705.759.5398
g.atkinson@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

AUTHOR: Graham Atkinson, Manager of Business Development

DEPARTMENT: Community Development and Enterprise Services

RE: Community Development Fund – Economic Development
Stream – Harvest Algoma

Purpose

The purpose of this report is to seek City Council approval of a three-year Community Development Fund (CDF) – Economic Development Stream investment totaling \$135,000 to support Harvest Algoma's continued organizational development and expansion of regional food security programming. The proposed funding would provide \$50,000 in 2027, \$45,000 in 2028, and \$40,000 in 2029 to assist Harvest Algoma as it transitions to an independent charitable organization while advancing initiatives that strengthen food security, community resilience, workforce development, and the regional agri-food economy.

Background

Program Overview

The Community Development Fund supports initiatives that enhance the social, economic, and cultural well-being of Sault Ste. Marie. Funding is intended to assist organizations that deliver measurable community benefits, leverage external partnerships and funding opportunities, and contribute to the City's long-term strategic priorities.

This report reviews Harvest Algoma's funding request and assesses the proposed investment in relation to the objectives of the CDF – Economic Development Stream.

Harvest Algoma Background

Harvest Algoma serves as the regional food distribution hub for Sault Ste. Marie and the Algoma District, coordinating food rescue, storage, processing, and distribution through a network of 61 partner agencies. Since becoming an independent organization following its transition from the Sault Ste. Marie Innovation Centre, Harvest Algoma has expanded food distribution, increased

community partnerships, established a successful social enterprise, and strengthened regional collaboration on food security initiatives.

In 2025, Harvest Algoma received more than 581,000 pounds of food and distributed approximately 493,000 pounds throughout the region while generating more than \$100,000 in social enterprise revenue. Additional programming includes youth education, volunteer engagement, food processing, and support for local agri-food entrepreneurs through the RAIN Incubator Kitchen.

Project Overview

The requested funding would support Harvest Algoma's operational stabilization during its transition to charitable status, while enabling expansion of several strategic initiatives between 2027 and 2029.

Key priorities include:

- Organizational stabilization and revenue diversification;
- Expansion of a community meal delivery program for seniors and homebound residents;
- Continued growth of Harvest Algoma's social enterprise;
- Development of a North Algoma Food Corridor to improve food distribution across remote communities;
- Expansion of school nutrition programming;
- Continued leadership of the Algoma Food Security Network; and
- Infrastructure improvements to increase warehouse capacity and operational efficiency.

Funding Request

Harvest Algoma has requested CDF – Economic Development Stream support as follows:

- 2027 – \$50,000
- 2028 – \$45,000
- 2029 – \$40,000

Total requested funding is **\$135,000** over three years.

The organization has secured and continues to pursue funding from multiple external sources to support this project, totaling approximately \$175,000 annually. A portion of this funding has been confirmed, while additional applications remain under consideration. Details regarding individual funding sources can be provided as appropriate.

Analysis

The following assessment summarizes how the application aligns with the objectives of the CDF – Economic Development stream.

Community Development Fund Consideration	Assessment
Community Benefit	Yes. The organization provides regional food security services benefiting vulnerable residents throughout Sault Ste. Marie and Algoma.
Organizational Capacity	Yes. Harvest Algoma has demonstrated successful delivery of previous delivery and funding commitments while transitioning to an independent charitable organization.
Leveraging Partnerships	Yes. The organization works collaboratively with 61 community agencies, educational institutions, Indigenous communities, municipal partners, and provincial organizations.
Economic Impact	Yes. Harvest Algoma supports local employment, youth training opportunities, volunteer engagement, agri-food business development, and regional supply chain resilience.
Long-Term Sustainability	Yes. The funding will assist the organization while charitable fundraising, social enterprise revenues, grant funding, and additional earned revenue continue to expand.

The proposed investment supports more than food security programming. Harvest Algoma has become an important component of the regional food economy through food recovery, workforce development, agri-food entrepreneurship, and community partnerships. The organization also continues to pursue additional external funding opportunities, including future Ontario Trillium Foundation support (expected submission Summer 2026), demonstrating a commitment to leveraging municipal investment with other funding sources.

Financial Implications

The financial implication associated with this application is a Community Development Fund – Economic Development Stream investment totalling \$135,000 over three years. The current balance of the CDF – Economic Development Stream is \$2,051,970.

The proposed funding would provide operational stability during Harvest Algoma's organizational transition while supporting strategic investments that are expected

to increase organizational sustainability, expand food security programming, and leverage additional external funding opportunities.

Funding would be allocated as follows:

- 2027 – \$50,000
- 2028 – \$45,000
- 2029 – \$40,000

Strategic Plan / Policy Impact / Climate Impact

The proposed investment supports several priorities identified within the City's Strategic Plan, including:

1. Community Development – Create Social and Economic Activity

The project supports local employment, volunteerism, youth education, food security programming, and regional partnerships that strengthen community well-being.

2. Community Development – Maximize Economic Investment

Municipal investment will leverage additional fundraising, charitable donations, earned revenue, and future grant opportunities while supporting continued development of the regional agri-food sector.

3. Quality of Life – Healthy and Inclusive Community

Harvest Algoma plays a significant role in improving food access for vulnerable residents while supporting schools, community organizations, Indigenous communities, seniors, and families throughout the Algoma District.

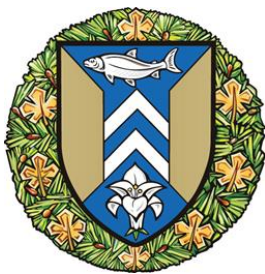
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Business Development dated August 10, 2026 concerning the Community Development Fund – Economic Development Stream Proposal for Harvest Algoma be received and that Council approve funding support totalling \$135,000 over three years, consisting of \$50,000 in 2027, \$45,000 in 2028, and \$40,000 in 2029, to support Harvest Algoma's organizational stabilization, food security programming, and strategic growth initiatives.

Respectfully submitted,

Graham Atkinson
Manager of Business Development
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

August 10, 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 Q2 Intake

Purpose

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

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, and support 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 environmental 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 are \$54,513. Eligible applicants include not-for-profit organizations, unincorporated organizations/collectives, local school or school groups/committees, and City departments.

Analysis

At the ESC meeting on Tuesday, July 7, 2026, four projects received the following recommendations:

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Grocer 4 Good Community Garden Project and recommends that Council approve \$3,456 in project funding.

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Holy Family School Little Forest Project Phase 1 and recommends that Council approve \$4,530 in project funding.

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Sault Theatre Workshop Energy Efficiency Project and recommends that Council approve \$3,500 in project funding.

Resolved that the Environmental Sustainability Committee supports the request for funding from the CDF Green Initiatives Program for the Art Gallery of Algoma LED Lighting Project Phase 1 and recommends that Council approve \$3,993 in project funding.

1. Grocer 4 Good Community Garden Project

Grocer 4 Good, through its Garden 4 Good program, is seeking funding to establish a youth-led community garden that creates opportunities for young people (ages 16–25) to develop skills in food production, placemaking, and community leadership while improving access to affordable, locally grown produce.

Under the mentorship of staff and community volunteers, participants will build and maintain raised garden beds, growing herbs and vegetables for use at Cafe 4 Good and sale through Grocer 4 Good. Beyond food production, the project prioritizes the creation of an inviting community gathering space that supports social connection, physical and mental well-being, and hands-on learning. Following setbacks in 2025 and early 2026, including the theft of building materials and the loss of donated soil, the project is ready to move forward with galvanized steel garden beds and community support.

The garden will be installed and planted in late July 2026, with a community harvest celebration planned for September. Project success will be measured through food production, community engagement, event participation, and participant feedback to inform future growing seasons.

2. Holy Family School Little Forest Project Phase 1

The Huron-Superior Catholic District School Board is seeking funding for Phase 1: Building the Forest Floor of the Holy Family School Little Forest Project, a multi-phase initiative to transform an underutilized 300-square-metre area of school property into a diverse native forest ecosystem. Scheduled to begin in Fall 2026, Phase 1 will focus on site preparation, soil enhancement, and stewardship planning to establish the foundation for future tree planting.

Developed in partnership with the Sault Climate Hub, the project will provide students with hands-on environmental learning opportunities while increasing biodiversity, improving environmental conditions, and fostering environmental stewardship and Indigenous perspectives on land care.

Student, staff, family, and community participation will be central to the project, with success measured through site readiness, community engagement, and increased environmental awareness. The completed Little Forest will become a lasting green space that supports ecological restoration, outdoor education, and student well-being for years to come.

3. Sault Theatre Workshop Energy Efficiency Project

Sault Theatre Workshop is seeking funding to replace six aging single-pane windows in its main performance space with ENERGY STAR rated, energy-efficient models. The existing windows, which are more than 50 years old, have deteriorating wooden frames and poor insulation, contributing to increased heating and cooling demands and higher operating costs. The project will improve the building's energy efficiency, reduce greenhouse gas emissions, enhance comfort for performers and audiences, and help defer future capital costs, such as furnace replacement.

Installation is planned for Fall 2026 to minimize disruption to theatrical programming. The project will benefit the local arts community by creating a more sustainable and comfortable performance venue while increasing public awareness of energy efficiency through project promotion and grant recognition.

4. Art Gallery of Algoma LED Lighting Project Phase 1

The Art Gallery of Algoma is seeking funding for Phase 1 of a multi-phase lighting retrofit project to replace outdated fluorescent and incandescent lighting with energy-efficient LED technology throughout the facility. This phase will focus on the Gallery Lobby and Art Studio, reducing electricity consumption, greenhouse gas emissions, and ongoing maintenance costs while improving lighting quality for visitors, exhibitions, educational programming, and community use. The project supports the Gallery's long-term sustainability goals by enhancing energy efficiency and establishing the foundation for future phases of the facility-wide retrofit.

Work is scheduled for Fall 2026 following funding approval, with success measured by the complete conversion of lighting in the two spaces and reduced energy and maintenance requirements. The phased approach allows the Gallery to complete the retrofit as funding becomes available while contributing to local climate and sustainability objectives.

Financial Implications

The 2026 Community Development Fund – Green Initiatives Fund currently has an uncommitted balance of \$28,487 available to support the four projects in this report, totaling \$15,479, leaving \$13,008 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, supporting community well-being, investing in public and community spaces, and seeking opportunities to implement practical sustainability solutions.

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

- Environmental stewardship
- Green space and biodiversity enhancement
- Energy efficiency and greenhouse gas emission reduction
- Community education and environmental awareness

Recommendation

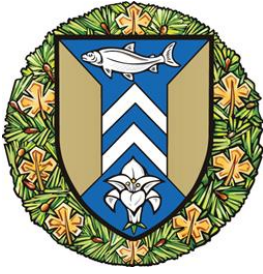
It is therefore recommended that Council take the following action:

Resolved that the report of the Sustainability Coordinator dated August 10, 2026, concerning Community Development Fund – Green Initiatives Program Applications 2026 Q2 Intake be received and that the recommendations of the Environmental Sustainability Committee to support the following projects be approved:

1. Grocer 4 Good Community Garden Project – \$3,456
2. Holy Family School Little Forest Project Phase 1 – \$4,530
3. Sault Theatre Workshop Energy Efficiency Project – \$3,500
4. Art Gallery of Algoma LED Lighting Project Phase 1 – \$3,993

Respectfully submitted,

Emily Cormier
Sustainability Coordinator
705.989.8748
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**The Corporation of the
City of Sault Ste. Marie**

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumiel, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: 2026 Connecting Link Funding Agreement

Purpose

The purpose of this report is to obtain Council approval to enter into a contribution agreement with the Province for a Connecting Link grant for the resurfacing of Great Northern Road from 500m north of Wigle Street to the north City limit.

Background

The Province recently announced that the City's 2026 Connecting Link application was approved. The City will be the recipient of up to \$3,742,907 in funds for eligible costs for the resurfacing of Great Northern Road from 500 metres north of Wigle Street to the north City limit. The Province has recognized the need to assist the City with the movement of provincial traffic through City streets in the absence of the ability to by-pass Sault Ste. Marie.

Analysis

In order to access the funds, it is necessary to enter into a contribution agreement with the Province. While the funding announcement was received earlier this year, the City has only now received the agreement for execution. Provincial staff had previously advised that the City could proceed without the funding agreement; therefore, construction is now underway.

Financial Implications

This amount is included within the combined 2026 City and Connecting Link budget of \$4,158,784.67.

Strategic Plan / Policy Impact / Climate Impact

Resurfacing of roads is linked to the infrastructure focus area of the corporate strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-121 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

2026 Connecting Link Funding Agreement

August 10, 2026

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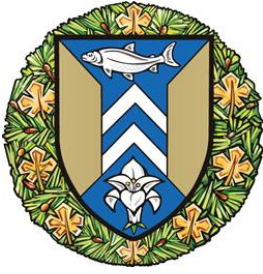
Respectfully submitted,

Carl Rumiel, P. Eng.

Director of Engineering

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The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Carl Rumiel, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Reserve Funding Request for Asbestos Removal

Purpose

The purpose of this report is to obtain Council approval to use funds from the Asbestos Abatement Reserve for the procurement of Type 3 asbestos removal in the Hamilton Room of the Civic Centre.

Background

At the February 2, 2026 Council meeting, Council approved awarding a tender for the installation of sprinkler systems and domestic water line upgrades at the Civic Centre.

During the sprinkler system installation process, it was determined that the best method for installing sprinklers in the Hamilton Room is to remove the existing ceiling to allow for the installation of the required piping. The existing ceiling material contains asbestos and will require proper removal and disposal in accordance with applicable regulations and safety requirements.

Analysis

The purchase of the asbestos abatement for this work was not included in the 2026 budget. Staff are seeking approval to use up to \$44,000 from the Asbestos Abatement Reserve to procure this service. The purchase will follow the applicable procurement method in accordance with the Procurement By-Law.

Financial Implications

There are sufficient funds available in the Asbestos Abatement Reserve to cover this purchase. For Council's reference, the Asbestos Abatement Reserve currently has an uncommitted balance of \$177,129.

Strategic Plan / Policy Impact / Climate Impact

Asbestos removal associated with installation of a sprinkler system in the Civic Centre is related to the Infrastructure Focus Area of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Reserve Funding Request for Asbestos Removal

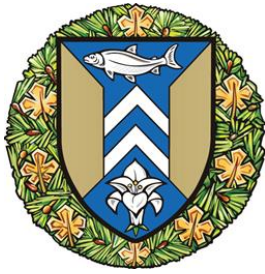
August 10, 2026

Page 2.

Resolved that the report of the Director of Engineering dated August 10, 2026 concerning Reserve Funding Request for Asbestos Removal be received and that Council approve the use of up to \$44,000 from the Asbestos Abatement Reserve for the procurement of an asbestos abatement contractor.

Respectfully submitted,

Carl Rumiel, P. Eng.
Director of Engineering
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c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

August 10, 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: Shatruck Drive – Preliminary Design Update

Purpose

The purpose of this report is to provide Council with an update to the preliminary design of Shatruck Drive.

Background

Shatruck Drive is located between Walls Side Road and Sunnyside Beach Road. Near the north end, there is a steep hill that has drawn a number of complaints from residents and requires additional road and winter maintenance to keep the road open year-round. Shatruck Drive is the sole access to a number of residents along Sunnyside Beach Road.

The City retained AECOM to provide geotechnical services and preliminary engineering design of improvements to Shatruck Drive hill.

Analysis

AECOM has completed the preliminary design assignment. As part of this work, AECOM reviewed several potential road alignments and assessed each option in relation to the adjacent wetlands, neighbouring driveways, constructability, and the need to maintain access to Sunnyside Beach Drive.

The preferred solution identified through the preliminary design requires lands outside of the existing road allowance. In circumstances where a project may require property beyond the existing road allowance, a Municipal Class Environmental Assessment study is required before the project can proceed to detailed design and construction. Accordingly, the next step is to initiate a Municipal Class Environmental Assessment study for the Shatruck Drive hill improvements. Typical costs for EA studies are generally in the range of \$75,000 although costs may increase depending on the project complexity and level of public interest and response.

The procurement of consulting services for the Environmental Assessment study will be completed in accordance with the City's Procurement By-law. A related report seeking delegated authority for this procurement is included elsewhere on the Council agenda.

Financial Implications

The cost of this study is to be covered under the Miscellaneous Construction Budget. Any construction projects that may result from this study will be recommended for approval in a future Capital Transportation Plan

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning Shatruck Drive – Preliminary Design be received as information.

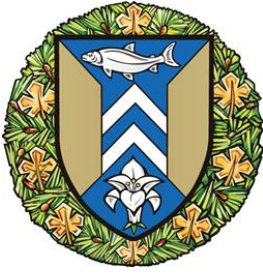
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

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

COUNCIL REPORT

August 10, 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: Elgin Street Improvements – Engineering Services for
Phase 1

Purpose

The purpose of this report is to obtain Council approval to expand the scope and to increase the fee limit to the engineering agreement with AECOM to include detailed design and contract administration.

Background

At the November 3, 2025 meeting, Council retained AECOM to provide preliminary design services for the Elgin Street Improvements.

Further, at the July 13, 2026 meeting, Council accepted the Five-Year Capital Transportation Program (2027-2031) as information which includes the improvements to Elgin Street from Bay Street to Queen Street in 2027.

Analysis

Public Works and Engineering Services staff recommend that a single source, non-competitive approval be considered to AECOM for the detailed design and contract administration for Elgin Street Improvements Phase 1 based on the following points:

- AECOM completed the preliminary design; and
- AECOM was selected through a competitive proposal process for the preliminary design of the Elgin Street Improvements in October of 2025.

This single source request is in accordance with Purchasing By-Law item 22.3 h) whereby previous awarded services create the basis of the project as it moves forward, and this firm involved in all aspects of this project and whereby such continuity is in the best interests of the City.

Financial Implications

The submitted engineering fee estimate for the design and contract administration of phase one of the Elgin Street Improvements from Bay Street to Queen Street is \$440,800 (excluding HST). As part of the 2026 budget process, \$400,000 was approved for Engineering work related to the 2027 Capital Transportation Program. AECOM's 2026 work can be accommodated within the \$400,000 previously approved. Additional work and costs will not commence until such time that Council approves the 2027 Capital Budget.

Strategic Plan / Policy Impact / Climate Impact

This report is 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 August 10, 2026 concerning the Elgin Street Improvements – Engineering Services Phase 1 be received and that Council approve increasing the engineering fee limit in AECOM's agreement by \$440,800 (excluding HST).

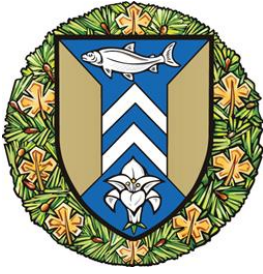
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

m.mcauley@cityssm.on.ca



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

COUNCIL REPORT

August 10, 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: Revised Budget for 2026-9E Sanitary Sewer Repair
Second Line West

Purpose

The purpose of this report is to seek Council approval to revise the budget for Contract 2026-9E Sanitary Sewer Repair to the Second Line West sewer between Borden Avenue and Laurier Avenue.

Background

The tender award was initially presented to Council on May 25, 2026, and Contract 2026-9E was awarded to Trimount Construction Group Inc., the low tenderer, in the amount of \$345,097. The budget for the project after water costs were removed, and non-recoverable HST and engineering fees were added, was projected to be \$287,522.

Analysis

Upon further review, a mathematical error was identified in the budget calculations related to the provisional and contingency items. The corrected low tender amount submitted by Trimount Construction Group Inc. was \$426,441.

In addition, revised utility relocation costs were received after the project was awarded. As a result, an additional \$118,392 is required in order to properly fund the utility relocation, and the contingency/provisional items. The corrected project budget is \$405,915.

Financial Implications

When utility costs and non-recoverable HST are added, the additional budget to complete this project is projected to be \$118,392 (plus HST). This amount can be accommodated within the Emergency Repairs allocation of the 2026 sanitary budget.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the infrastructure focus area of the Strategic Plan.

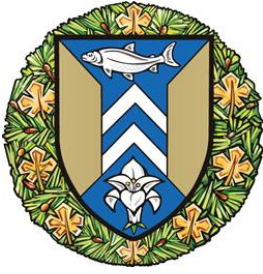
Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning the Revised Budget for 2026-9E Sanitary Sewer Repair Second Line West be received and that the project budget be increased by \$118,392 (plus HST) with funds from the Emergency Repairs allocation of the 2026 sanitary budget for a revised contract amount of \$426,441 (plus HST).

Respectfully submitted,

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



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

COUNCIL REPORT

August 10, 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: Boydell Place Road Closure

Purpose

The purpose of this report is to obtain Council approval to temporarily close Boydell Place between Wellington Street West and Northland Road for a period of six weeks.

Background

This summer, Enbridge Gas Inc. will undertake repairs to their underground infrastructure with the assistance of a contractor.

Analysis

The repair work is anticipated to be completed within three weeks, starting in September.

As per the Road Cuts By-law 2020-70, road closures exceeding five business days require a by-law approved by City Council. This request for road closure is for six weeks to accommodate an extension of the closure if required due to unforeseen circumstances.

Enbridge Gas Inc. and their contractor will be responsible for obtaining a Municipal Consent Permit prior to undertaking the work and will also be responsible for traffic control throughout the project, including notification of the public.

Financial Implications

There are no financial implications to this report.

Strategic Plan / Policy Impact / Climate Impact

Closure of a public road in order to facilitate building construction is not related to a specific area of the strategic plan.

Recommendation

It is therefore recommended that Council take the following action:

Boydell Place Road Closure

August 10, 2026

Page 2.

The relevant By-law 2026-127 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

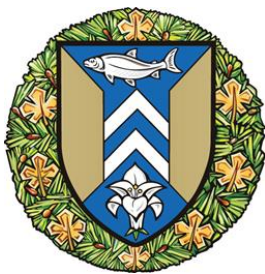
Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

m.mcauley@cityssm.on.ca



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

COUNCIL REPORT

August 10, 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: Contract 2026-3E Sackville Road Extension Phase 2

Purpose

The purpose of this report is to obtain Council approval to award Contract 2026-3E for the second phase of the Sackville Road extension from Mary Street to Third Line.

Background

Council approved the second phase of the Sackville Road extension in the 2026 Capital Budget.

The first phase was an early works contract which included the installation of the culverts and the filling of the ravine above the culverts to allow for settlement.

Tenders were received via the City's electronic bidding system. Submissions were opened on Monday, July 27, 2026, in the presence of City staff. Tender results were made public on the project page in the electronic bidding system.

Analysis

As mentioned above, the first phase of the Sackville Road Extension project included the installation of the culverts and filling of the ravine to allow for settlement. The majority of this work has been completed, with the exception of a small section above the deep culvert.

In late 2025, the project encountered challenges with slope instability while working on the deep culvert. During backfilling operations, the slope embankment failed and damaged the new headwall for the culvert. Repairs were made, and operations continued only to experience a second slope failure, which further damaged the repaired culvert headwall. It was decided to halt construction until the geotechnical engineer could review and provide recommendations for the remainder of the work. The review from the geotechnical engineer was finalized in the spring of 2026, and identified the need for changes to the proposed

construction approach to provide a more stable and appropriate long-term solution for the roadway and associated drainage works.

In addition to the repair work required within the project area, a slope failure adjacent to the project, on City-owned lands, has also been identified. Given its proximity to the Sackville Road Extension, this adjacent slope condition should be addressed before the remaining road construction proceeds. Addressing this matter in advance will reduce construction risk and help protect the long-term integrity of the completed roadway corridor.

Since the original design of the project in 2018, the project design has required changes to reflect current standards, updated utility requirements, inclusion of the replacement of a water transmission main, updated site information, and the recommendations arising from the geotechnical review. Some of the excavated soils, which were originally intended to remain on site, had to be removed and disposed of after undergoing legislative testing.

A further schedule consideration is the need to allow for consolidation of the underlying soils before all remaining work can be completed. This consolidation period is necessary to support the long-term performance of the works; however, it also affects the project schedule and requires the construction contract to be structured over a longer timeframe.

For these reasons, Contract 2026-3E has been structured to allow the work to be awarded in 2026, while recognizing that completion of the remaining construction is expected near the end of 2027. This delivery approach accommodates the required repairs, adjacent slope work, design revisions, site stabilization measures, and consolidation period.

A total of three tenders were received. All tenders submitted were checked by Kresin Engineering and found to be complete and valid. Kresin's tender report is attached. In accordance with Municipal Buy Ontario Directive, a bidder with the highest domestic content proportion receives a 10% evaluation advantage applied to their bid. This advantage did not alter the bid selection. The low tender of \$12,967,007.26 (excluding HST) was received from Pioneer Construction Inc

Due to the increased complexity of design and construction administration requirements, Kresin Engineering has requested additional engineering fees. These additional fees are required to address the changes to design standards, utility-related requirements, redesigning of the road embankment slope repair, the design of the additional slope repair, and extended construction administration timeline. An additional \$704,000 is required to address the challenges presented with this project, for a total fee amount of \$1,188,000. This total engineering fee amount is 7.4% of the construction value, which remains below typical industry range of 10-15% for engineering fees as a percentage of construction value.

Financial Implications

When allowances for engineering, utilities, equipment costs, and non-recoverable HST are added, and PUC water costs are removed, the City's cost to complete Phase 2 of this project is projected to be \$11,806,762. At this time, the estimated final costs of Phase 1 are projected to be \$5,561,678 for a total anticipated project cost of \$17,368,440.

The Sackville Road Extension project has been allocated \$9,834,100 in the 2025 and 2026 Capital Transportation Plans, with an additional \$5,253,000 approved through the Housing-Enabling Core Servicing Fund.

Given this, the project requires additional funding to complete. Staff are requesting \$1,000,000 from unallocated funds in the Canada Community Building Fund reserve fund. Staff are also requesting \$700,000 from the City's Asset Management Reserve, and finally, \$581,340 will form part of the 2027 roads program to secure the remaining funds required.

Strategic Plan / Policy Impact / Climate Impact

This report is linked to the infrastructure focus area of the Strategic Plan.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Design and Transportation Engineering dated August 10, 2026 concerning the Phase 2 of the Sackville Road Extension be received and that the contract 2026-3E be awarded to Pioneer Construction Inc.

Further, that Council approves \$1 million from the Canada Community Building Fund reserve fund, \$700,000 from the Asset Management Reserve, and increases the engineering fee limit in Kresin's agreement by \$704,000.

The relevant By-laws 2026-128 authorizing execution of Contract 2026-3E and By-law 2026-129 authorizing the road closure of the Sackville Road and Mary Avenue intersection from August 24, 2026, to November 30, 2026, are listed under Agenda item 12 and will be read with all by-laws under that item.

Respectfully submitted,

Maggie McAuley, P.Eng.

Manager of Design and Transportation Engineering

705.759.5385

m.mcauley@cityssm.on.ca

July 27, 2026
Ref. No. 2468.25

City of Sault Ste. Marie
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1



Attention: Maggie McAuley, P. Eng.
Municipal Services and Design Engineer

Re: City Contract No. 2026-3E
Sackville Road Extension – Phase 2

Dear Ms. McAuley:

We have reviewed the tenders received by the City for the above-noted Contract and present herein our Tender Report and Recommendations.

Introduction

The tendered work generally consists of supplying all materials, labour, and equipment necessary for the construction of a new road from Sackville Road to Third Line E, approximately 790 meters in length. The work includes the installation of sanitary and storm sewers, a water transmission main, water distribution infrastructure, and associated roadworks. The project also includes slope stabilization, a culvert extension, wick drain installation, and other associated earthworks.

The contract was tendered by the City's Purchasing Department, with tender documents being made available to contractors commencing Thursday July 2nd, 2026. During the tender period, there were a total of eleven (11) plantakers including contractors, material suppliers and others. A copy of the tender notice was also provided to the Sault Ste. Marie Construction Association to inform their interested members.

During the tender period, various inquiries from plantakers were received regarding the technical specifications and drawings. As a result, four (4) addenda were issued to provide clarification on specific items.

Summary of Tenders

Three (3) bids were submitted prior to the tender closing deadline of 3:00 p.m. on Monday, July 27th, 2026. The tender results were publicly posted to the Sault Ste. Marie Bids & Tenders page following the tender closing. The bids were reviewed by City staff to ensure the submissions were in general compliance with the tender documents, including the tender deposit and bonding requirements.

The following are the results, excluding HST:

	Contractor	Total Tender Price
1.	Avery Construction Ltd.	\$14,726,165.54
2.	Pioneer Construction Inc.	\$12,967,007.26
3.	Trimount Construction Group Inc.	\$13,998,599.78

Following the tender opening, the submissions were forwarded via email to Kresin Engineering Corporation for detailed review.

Tender Review

The submissions were reviewed with respect to requirements set out in the Instructions to Tenderers and the Schedule of Prices. The following specific comments were noted from the review of the submissions:

1. The submissions were checked for mathematical errors. No errors were found.
2. The documents called for submissions of tenderers' experience, staff, and proposed sub-contractors. All bidders complied.
3. The tenderers were required to acknowledge receipt of Addenda. All bidders acknowledged receipt of the four (4) addenda issued.

Municipal Buy Ontario Procurement Directive

In accordance with the requirements of the Buy Ontario Act and the Municipal Buy Ontario Procurement Directive, tenderers were required to complete a Domestic Supply Chain Plan indicating the values of Ontario sourced and Canada sourced goods and services. These values are used to calculate the Domestic Proportion of each tenderer's submission. The tenderer with the highest Domestic Proportion is assigned a 10% price advantage for the purposes of tender review and award. This adjustment does not affect the tender ranking.

Discussion

We note that the submissions received are in compliance with the requirements outlined in the tender documents. Based on the information provided and on Kresin Engineering's experience working with these contractors, we are satisfied that all three tenderers have proven capabilities with similar projects and are expected to be able to complete the proposed work within the required timeline.

With respect to the low tenderer, Pioneer Construction Inc., it is noted that they have successfully carried out numerous similar projects to the satisfaction of the City in recent years and senior staff have significant experience and proven capabilities.

The low tender price of \$12,967,007.26 (excluding HST) is slightly higher than anticipated; however, it is our understanding that inflationary pressures continue to have a significant impact on material, labour and fuel prices, resulting in increasing costs. In addition, the

With respect to the low tenderer, Pioneer Construction Inc., it is noted that they have successfully carried out numerous similar projects to the satisfaction of the City in recent years and senior staff have significant experience and proven capabilities.

The low tender price of \$12,967,007.26 (excluding HST) is slightly higher than anticipated; however, it is our understanding that inflationary pressures continue to have a significant impact on material, labour and fuel prices, resulting in increasing costs. In addition, the extended multi-year duration of the project may have resulted in contractors including allowances to account for potential future cost escalation over the course of the work.

The second low tender of \$13,998,599.78 is within 10% of the low bid, thus it is likely that these prices reflect the current market conditions and this are reasonable for the scope of work involved in the project.

Recommendations

Based on our review of the tenders submitted we present the following recommendations for the City's consideration.

1. We recommend that the tender submitted by Pioneer Construction Inc. in the amount of \$12,967,007.26 (excluding HST) be accepted for award.

Attached please find a draft Form of Agreement for your review.

We further recommend that the Tender Securities received from both Pioneer Construction Inc. and Trimount Construction Group Inc. be retained until a contract has been properly and fully executed.

Please call should you have any questions or require further elaboration / clarification regarding this Tender Report.

Thank you.

Yours very truly,
Kresin Engineering Corporation

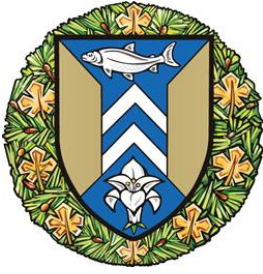


Michael Kresin, P. Eng
Consulting Engineer



Joseph Rosso
Engineering Intern

mk/jr
2026-3E tender report.docx



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jeffrey King, City Solicitor
DEPARTMENT: Legal Department
RE: Property Acquisition – Landfill – Spadoni Pit

Purpose

The purpose of this report is to seek approval from Council for the acquisition of land located at 603 Sixth Line East, commonly known as the Spadoni Pit, and legally described as PIN 31508-0083(LT) PT SEC 8 TARENTORUS AS IN T352351; SAULT STE. MARIE (the “Subject Property), for the purpose of landfill management.

Background

In March of 2024, Ellwood Robinson Inc. expressed interest in selling the Subject Property. Shortly thereafter, staff received direction from Council to negotiate the acquisition of the Subject Property. Several meetings were held among representatives of Ellwood Robinson Inc., the City, consultants, and the MNRF.

During a closed Council meeting in June of 2026, Council directed staff to enter into a conditional agreement of purchase and sale for the Subject Property for \$500,000, plus legal costs up to \$7,500. Additionally, as part of the transaction:

- Ellwood Robinson Inc. requests a common boundary agreement, which will allow it to extract aggregate material up to the boundaries of the Subject Property from properties owned by it and an affiliated company, Beamish Construction Inc.
- An existing easement held by Ellwood Robinson Inc. for access to the Spadoni Pit over the landfill property will also be extinguished.
- Any remedial requirements that may be attached to Ellwood Robinson Inc.'s surrender of the Spadoni Pit licence, which have been deemed to be minimal, will be handled by the City at the City's expense.
- Council approval during an open meeting of Council is required to waive the condition of the Agreement of Purchase and Sale.

The conditional agreement is now signed by the City and Ellwood Robinson Inc., and Council approval is required to waive the above-mentioned condition.

Analysis

The Spadoni Pit acquisition adds approximately 40 acres to the landfill. The subject Property is naturally severed by Canyon Creek. The eastern portion will serve as a buffer, with the western portion available for storing material during the next phase of biosolid plant development, and eventually be merged with the existing landfill and other properties acquired for the landfill expansion.

Financial Implications

The acquisition of the subject property would be funded from the Waste Disposal Site Reserve. This property acquisition has been included in the landfill's Business and Implementation Plan. Acquiring the lands for \$500,000 and the additional costs can be accommodated in previous budget commitments for land purchases.

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 2026-116 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

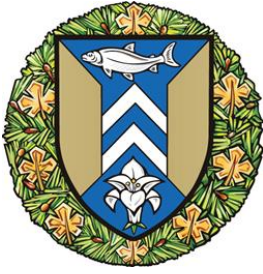
Respectfully submitted,

Jeffrey King

City Solicitor

705.759.2662

j.king3@cityssm.on.ca



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: 72 Corey Avenue – Street Assumption, Closing and
Conveyance

Purpose

The purpose of this report is to repeal By-law 2026-104, which authorized the sale of 72 Corey Avenue, PIN 31504-0364(LT), legally described as WIBER ST PL H436 TARENTORUS N/S COREY AV PL H436; SAULT STE. MARIE (“Subject Property”) to Gary Fahrer and Marla Fahrer as they no longer wish to purchase the Subject Property, and further to seek approval of Council to assume, stop up, close, and convey the Subject Property.

Attachment

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

Background

On June 22, 2026, Council passed By-Law 2026-104 approving the sale of the Subject Property as part of the Access to Land Program to Gary Fahrer and Marla Fahrer. Mr. and Mrs. Fahrer have advised that they no longer wish to proceed with the acquisition of the Subject Property.

Analysis

Approval of the by-law repealing the sale to the Fahrer’s is necessary to be able to reissue a Call for Submission under the Access to Land Program and advance a sale with a future buyer. Also, to ready the Subject property as a developable lot, by-laws are required to first assume and then close the road allowance.

Financial Implications

There is no significant financial impact associated with this matter.

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:

72 Corey Avenue – Street Assumption, Closing and Conveyance

August 10, 2026

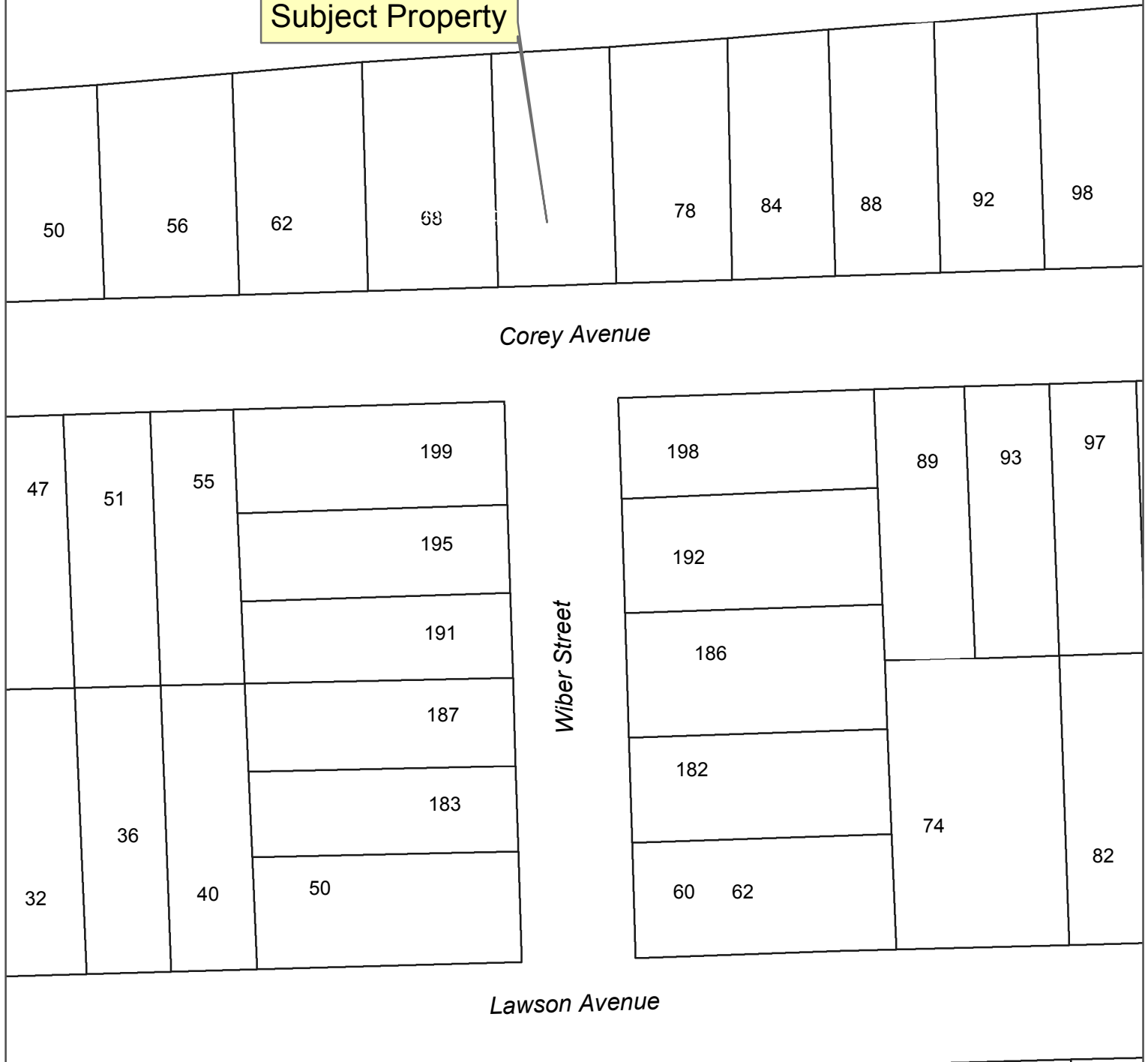
Page 2.

The relevant By-laws 2026-123, 2026-124, and 2026-113 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

Subject Property



MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

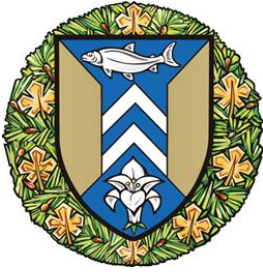
NAD 1983 UTM Zone 16N
GCS North American 1983

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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council

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

DEPARTMENT: Legal Department

RE: Lease Agreement – Bell Mobility Inc. – 105 West Street

Purpose

The purpose of this report is to request Council's authorization of a Lease Agreement between the City and Bell Mobility Inc. to permit Bell Mobility Inc. to continue to maintain a tower, equipment shelter, and all necessary cabling and equipment attachments (collectively the "Bell Equipment") on a piece of City Property known municipally as 105 West Street.

Background

The City and Bell Mobility Inc. entered into an original Lease Agreement (the "Original Lease") on January 7, 2007 to permit the Bell Equipment on the City Property located at Cathcart and West Street, specifically 105 West Street. The Original Lease was for a term of five years commencing 2007, with three options to extend for five years each, resulting in the Original Lease ending on December 31, 2026. The Original Lease will therefore be expiring at the end of this year.

Bell Mobility Inc. has expressed its desire to enter into a new Lease.

Analysis

The request was circulated to relevant City Departments for comment. No objections or concerns were raised. The Lease is for a term of five years commencing January 1, 2027. Bell Mobility Inc. would have the option to extend the Lease by three successive five-year terms.

All essential terms and conditions remain the same as the Original Lease. Legal recommends the new Lease Agreement as presented.

Financial Implications

The Lease proposes Annual Rent for the Term and any applicable Extended Term in the amounts as set out in Schedule "C" to the Lease plus applicable taxes.

The lease revenue received as a result of this agreement will form part of future budgets.

Lease Agreement – Bell Mobility Inc. – 105 West Street

August 10, 2026

Page 2.

Strategic Plan / Policy Impact / Climate Impact

Not applicable.

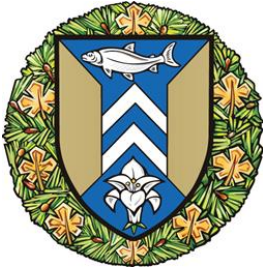
Recommendation

It is therefore recommended that Council take the following action:

The relevant By-Law 2026-125 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

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



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

COUNCIL REPORT

August 10, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Jenna Ricard, Solicitor/Litigator
DEPARTMENT: Legal Department
RE: Delegated Authority for Director of Community Services

Purpose

The purpose of this report is to seek Council approval to delegate authority by way of a by-law to the Director of Community Services to sign Band Performance Agreements and Artwork Commission Agreements on behalf of the City.

Background

Section 23.1 of the *Municipal Act*, 2001 authorizes municipalities to delegate certain powers and duties to officers and employees of the City.

Following the dissolution of the Sault Downtown Association, responsibility for coordinating downtown events and related programming has transitioned to the Community Development and Enterprise Services Department.

Analysis

A standard form Band Performance Agreement has been developed by the Legal Department for musicians performing on City property, including the Downtown Plaza and the Roberta Bondar Pavillion, as well as at City-sponsored events including Downtown Street Parties. This agreement establishes the terms and conditions of the performance, including the responsibilities and obligations of the performer and the City.

A standard form Artwork Commission Agreement has been developed by the Legal Department for artists who have applied and been approved to create a mural on City property or private property through the City's VIVID ArtFest. This standard form agreement outlines the rights and obligations of the artist, the City, and, where applicable, includes the consent of the private property owner permitting access to install the mural.

The VIVID ArtFest celebrates colour, culture, and community through the creation of public art. The 2026 VIVID ArtFest will support the creation of three new murals throughout Sault Ste. Marie. The selected artists are provided with an opportunity to transform spaces across the City through bold and creative expression.

Participating private property owners voluntarily agreed to host murals on their buildings.

Delegating authority to execute Band Performance Agreements and Artwork Commission Agreements is consistent with Council's existing delegation of authority for temporary patio extension agreements and Licence to Occupy City Property Agreements associated with community events. As these agreements are standardized and operational in nature, delegated authority promotes administrative efficiency while maintaining appropriate oversight.

Financial Implications

There are no direct financial implications with this report.

Strategic Plan / Policy Impact / Climate Impact

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

Recommendation

It is therefore recommended that Council take the following action:

The relevant By-law 2026-126 is listed under item 12 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Jenna Ricard

Solicitor/Litigator

705.759.5407

j.ricard@cityssm.on.ca

August 4, 2026

TO: Mayor Matthew Shoemaker and Members of City Council
AUTHOR: Matthew MacDonald, Chief Executive Officer
BOARD: Sault Ste. Marie Public Library
RE: Reserve Funding Request for SSMPL

Purpose

The purpose of this report is to obtain Council approval to use funds from the Library's Capital Expansion Reserve Fund for additional expenses related to BMS Controls and Miscellaneous Mechanical & Electrical Upgrades.

Background

The James L. McIntyre Centennial Library's heating and cooling system is currently operated through a combination of legacy pneumatic controls and newer digital controls. The pneumatic components have significantly exceeded their expected service life, resulting in increasing maintenance requirements, reduced reliability, and limited system efficiency. To ensure long-term performance, improve energy management, and provide greater control over the building's HVAC systems, the library should transition to a fully digital Building Management System (BMS), replacing the remaining pneumatic controls with modern, integrated digital controls.

Analysis

The Library engaged Nor Mech Engineering Inc. to conduct an engineering study to assess the library's pneumatic control system and to provide a high-level cost estimate to remove all the existing pneumatic controls, to supply & install new replacement Reliable BMS controls, to program & update the existing BMS Control System Graphics, and to put the Boiler Plant onto backup emergency generator power. The report was received June 25, 2025. According to the report, the estimated total cost of the project was \$187,500 + HST. This amount was requested and Council approved the use of up to \$187,500 from the City's Capital Asset Management Fund in 2026.

Due to the discovery of additional building controls, damaged hydronic piping, and motorized control valves requiring replacement, as identified by Nor Mech

Engineering Inc., as well as a greater amount of asbestos than originally anticipated and increased material costs since 2025, the estimated cost of the project now exceeds the original estimate and approved budget. The engineering consultant has provided revised cost estimates reflecting these additional requirements, resulting in an overall project budget increase of \$90,000.

Financial Implications

There are sufficient funds available in the Library Capital Expansion Reserve to cover this purchase. For Council's reference, the Library Capital Expansion Reserve currently has an uncommitted balance of \$566,749.66.

Recommendation

It is therefore recommended that Council take the following action:

Resolved that the report of the Sault Ste. Marie Public Library, dated July 30, 2026, be received and that Council approve the use of up to **\$90,000** from the Library Expansion reserve Fund for BMS Controls and Miscellaneous Mechanical & Electrical Upgrades.

Sincerely,

Matthew MacDonald, B.A Hon., M.L.I.S
Chief Executive Officer
Sault Ste. Marie Public Library



MISSANABIE CREE BUSINESS LP

In partnership with Protexxa · The QuantumEdge Project

August 8, 2026

His Worship Mayor Matthew Shoemaker

and Members of City Council

City of Sault Ste. Marie

Civic Centre, 99 Foster Drive

Sault Ste. Marie, Ontario

Re: Motion on AI Data Centres and the Proposed Interim Control By-law

Your Worship and Members of Council,

On behalf of **Missanabie Cree Business LP (MCBLP)**, I am writing regarding Council's recent motion directing a land-use study of AI data centres and the preparation of an **interim control by-law** for consideration at the August 31, 2026 meeting. MCBLP is the Indigenous development partner — together with the Canadian cybersecurity firm Protexxa — behind **QuantumEdge**, a proposed small-scale cybersecurity and secure-computing facility on City-owned industrial land here in Sault Ste. Marie. We write not in opposition to Council's objectives, which we share, but to raise a specific and time-sensitive concern about the by-law as drafted and the effect it would have on this project and on our economic participation in the community.

We want to be clear at the outset that we support the intent behind the motion. Responsible, well-regulated growth; meaningful Indigenous consultation; community benefit; environmental safeguards; and transparency are not obstacles to QuantumEdge — they are the principles it is being built on. A facility led in Indigenous partnership, designed at a modest scale to protect the data of local and historically underserved communities, is precisely the kind of responsible model the motion envisions.

Our concern is with the *breadth* of the proposed interim control by-law. As we understand it, the by-law would prohibit data-centre development generally while the City completes its study. A blanket prohibition makes no distinction between a **hyperscale campus** — the 100-megawatt-and-larger facilities that have prompted moratoria elsewhere — and a small community facility like QuantumEdge, which begins at roughly **5 MW, about one-twentieth the size** of the projects those moratoria target. For reference, New York State's recent pause applies only to facilities of 50 MW and above; QuantumEdge sits well below that line. As drafted, the by-law would freeze a small, community-serving project as though it were the very thing the motion is meant to address.

We ask Council to weigh the impact of that outcome. A prohibition that captures QuantumEdge would halt — before it can even be evaluated on its merits — a project that would bring skilled local jobs, a cybersecurity operations and training capacity, and secure Canadian data infrastructure to Sault Ste. Marie. It would stall a rare opportunity for Indigenous economic, cultural and high environmental

standards participation in AI infrastructure here in this community. And it would send a discouraging signal — to our development partners and to others watching — about whether Sault Ste. Marie is a place where Indigenous-led investment of this kind can proceed with confidence. The project is at an early feasibility stage; a blanket by-law would foreclose it at the threshold, and the facility, along with the jobs and benefits it represents, could be lost.

We are not asking Council to abandon the proposed study, if approved, or to lower its standards. We ask only that the interim measure be proportionate to its purpose. Specifically, we respectfully request that Council:

1. introduce a **scale threshold** so that small facilities — for example, those below 50 MW — are not captured by a by-law aimed at hyperscale development;
2. in the alternative, provide a **transition or exemption** allowing projects already underway on City-owned industrial land to proceed through the City's normal planning and site-plan review rather than being frozen outright; and
3. include MCBLP as a **partner** in the Section 38 study, the Indigenous-consultation plan, and the community-benefit framework the motion itself calls for.

We would welcome the opportunity to meet with you, and with staff, before August 31 to share the technical details of QuantumEdge and to work together on language that protects the community's interests without inadvertently excluding a project built to serve them. We would be grateful for Council's consideration of these points.

Thank you for your time and for your service to our community.

Respectfully,

Signed.

Chief Jason Gauthier

President, Missanabie Cree Business LP

jgauthier@missanabiecree.com

cc: City Clerk (for distribution to Members of Council) · Chief Administrative Officer · Planning Division · Protexxa

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Strong Opposition to Proposed AI Data Centre in Sault Ste. Marie

From: Josie Swanson
Sent: Sunday, August 9, 2026 10:14 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Strong Opposition to Proposed AI Data Centre in Sault Ste. Marie

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

Dear Mayor Shoemaker and Members of Sault Ste. Marie City Council,

I am writing as a resident of Sault Ste. Marie to express my strong opposition to the proposed AI data centre in our city.

I do not believe that an AI data centre is an appropriate development for Sault Ste. Marie, and I strongly urge City Council not to approve this proposal.

I am concerned about the potential impact this facility could have on our community, particularly its extremely high electricity and water demands, pressure on our existing infrastructure, noise, environmental impact, and potential effects on wildlife and nearby residents.

Our city needs to carefully consider whether the benefits of this project are worth the potential long-term costs to residents. Once a major facility like this is built, its impacts could be extremely difficult to reverse.

I am especially concerned about the additional strain that could be placed on our electrical and water infrastructure. I do not believe residents should have to accept increased pressure on essential services or potentially higher costs and reduced reliability because of a facility designed primarily to support the rapidly growing AI industry.

I also have concerns about the noise pollution that could affect people and animals living nearby. Residents deserve to have their quality of life protected, and I do not believe economic development should come at the expense of our community's environment, infrastructure, or peace and quiet. I understand that projects like this can be presented as opportunities for economic growth and jobs. However, not every development is necessarily a good fit for our city, and I believe Sault Ste. Marie should prioritize developments that provide meaningful benefits to residents without creating significant long-term environmental and infrastructure concerns.

For these reasons, I am asking City Council to reject the proposed AI data centre and consider the concerns of residents who do not want this type of facility in our community.

Thank you for taking the time to hear my concerns. I hope Council will seriously consider the long-term interests of Sault Ste. Marie residents before making a decision.

Sincerely,

Josephine Swanson

From: r.tyczinski@cityssm.on.ca
Subject: FW: Concerns Regarding Proposed AI Data Centre in Sault Ste. Marie

From: Liv Swany
Sent: Sunday, August 9, 2026 11:45 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Concerns Regarding Proposed AI Data Centre in Sault Ste. Marie

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

Dear City Clerk and Members of City Council,

I am writing to express my concerns regarding the proposed AI data centre in Sault Ste. Marie. While I understand that a development like this could bring economic benefits to the city, I do not believe those benefits outweigh the potential negative impacts on our community and environment.

My main concerns are the significant amount of electricity and water that large data centres can require, as well as the additional strain they could place on our local infrastructure and power grid. I am also concerned about potential noise, environmental impacts, and whether the number of permanent local jobs created would justify the resources required to operate such a large facility.

Sault Ste. Marie is a beautiful community surrounded by important natural resources. I believe the City should prioritize responsible, sustainable development and carefully consider how this project could affect residents, utility costs, infrastructure, and the environment in the long term.

I respectfully ask City Council to fully evaluate these impacts and listen to the concerns of residents before approving the proposed data centre.

Thank you for taking the time to consider my comments.

Sincerely,
Olivia Swanson

Sent from my iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre

From: Rose Anne Trudel
Sent: Sunday, August 9, 2026 1:45 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre

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

I am asking my councillor, in Ward 6, to vote YES on the motion 9.1 regarding the A1 Data Centre! It's in my neighborhood and I need more information!

Ward 6
Rose Anne Trudel

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centres in Sault Ste. Marie
Attachments: Municipal Framework regarding the Development of Data Centres in SSM (2).docx

From: **Peter Vaudry**
Date: Sat, 8 Aug 2026 at 16:31
Subject: Data Centres in Sault Ste. Marie
To: <cityclerk@cityssm.on.ca>

Will you please forward on this message to all members of Council and especially the Mayor.

I am in favour of the attached Resolution being brought forward on Monday evening regarding Data Centres in our city.

I was surprised to read of this development. There was, in my opinion, no attempt to engage the Community in any discussion on this matter.

I am in support of a delay while engagement of the broader community takes place and as well a more thorough in-depth study takes place.

Based on what I have read and heard from other Canadian and US Municipalities it is incumbent on the Municipal Council of SSM to follow the recommendations of the Resolution.

Respectfully submitted.

Peter Vaudry - Ward 5

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: AI Data Centres and Roshel

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

From: Vixie Vikken
Sent: Sunday, August 9, 2026 1:49 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: AI Data Centres and Roshel

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

Good day.

My name is Vixie Vikken (they/them). I am a resident of the city of Sault Ste. Marie, Ward 3. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI data centres this Monday (tomorrow). Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

I am opposed to using our resources on AI. And I'm also vehemently opposed to any deal that benefits Israel or ICE. We have a chance to make a difference. Please make the right choice.

Sincerely,
Vixie Vikken
Get Outlook for Android <<https://aka.ms/AAb9ysg>>

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centres and arms deal

From: James Watterworth <**Sent:** Monday, August 10, 2026 9:27 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centres and arms deal

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

I am a resident of the city of Sault Ste. Marie. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

James

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: No to data centre on Yates Avenue

From: Lauren Whitfield
Sent: Saturday, August 8, 2026 10:08 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: No to data centre on Yates Avenue

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

Please forward this email to all of city council.

Dear city Council and Mr. Mayor,

I am absolutely appalled that our city is actually considering a data centre here in Sault Ste. Marie. I have only began to skim through what cities are going through that house data centers. The environmental impact is absolutely devastating. We are already facing a climate crisis and feel the negative impacts of climate change. I know times are tough here in the Soo and so many families have been impacted with layoffs, but this is not the route to take. Many cities are turning away from data centers. I ask you to say no to the data center. I stand with Angela Caputo. We say no to a data centre!

Thank you for your time,
Lauren Whitfield

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on data centres in SSM

From: Jill W.
Sent: Saturday, August 8, 2026 9:27 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on data centres in SSM

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

Hello,

I am voicing my support for a moratorium on data centers being built in the city until a lengthy public approvals process can be put in place, as outlined by councillor Caputo.

Please forward this email on to the entire city council including the mayor.

Kind regards,

-Jill Wood

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on data centres

From: Ashley McIntosh
Sent: Sunday, August 9, 2026 5:45 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on data centres

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

Please forward my email to the entirety of council.

I am writing to support Councilor Caputo's moratorium on data centres. I think it is important for significant investigation to take place prior to granting city space and resources to an AI data centre. This must be done to ensure we are not causing more damage to the already fragile ecosystem.

Ashley Aikens-McIntosh
Ward 2 resident

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Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data center

From: Leya Allemang
Sent: Sunday, August 9, 2026 8:17 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data center

This email originated outside of the Corporation of the City of Sault Ste. Marie.
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I do not think we should have a data center in Sault Ste Marie until more research has been done.
Data centers should be built far away from civilization.
I believe it will cause a negative impact to our community, pets, wildlife and environment.

Leya Allemang

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: ai data centre moratorium

From: Amanda
Sent: Saturday, August 8, 2026 8:18 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: ai data centre moratorium

This email originated outside of the Corporation of the City of Sault Ste. Marie.
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hello!

I have emailed the ward 5 clerks and also mayor Matthew Shoemaker about my concerns about the AI data center. However as I told Matt Scott yesterday I truly believe that this is going to be the first of many to come to this community, therefore I support the motion brought forward by counselor Angela Caputo on the moratorium on AI data centers for Sault Ste Marie ontario.

If you need more of my thoughts about AI I will be forwarding my emails that I have sent to other counselors for you. please bring this forward to council on Monday's meeting.

The only reason I am unable to attend any events in person is because I have a young child however I do want to express how important these issues are to me which is why I am taking the time to email.

From: r.tyczinski@cityssm.on.ca
Subject: FW: Please vote YES on motion 9.1 - Data centres

From: Gus Babb
Sent: Sunday, August 9, 2026 1:56 AM
To: cityclerk@ssm.on.ca <cityclerk@ssm.on.ca>
Subject: Please vote YES on motion 9.1 - Data centres

Dear Councillor,

I am writing to ask you to please vote **YES on Motion 9.1 regarding data centres**.

I believe our community needs to take a cautious and responsible approach before allowing large-scale data centre developments to move forward. I am not opposed to technology, investment, or economic development, but I strongly believe that the long-term interests of our residents and our community must come before the interests of outside corporations.

Data centres can have significant impacts on a community, particularly when they are large, energy-intensive facilities. Some of the concerns I believe need to be taken seriously include:

- **Electricity demand:** Large data centres can consume enormous amounts of electricity. Ontario already has more than 6,500 MW of data-centre connection requests, and the province expects the sector to account for approximately 13% of new electricity demand by 2035. ([OMAA](#))
- **Pressure on local infrastructure:** Significant new electrical infrastructure, roads, water systems and other municipal services may be required to accommodate these facilities. Residents should not be left responsible for infrastructure costs created primarily to support private developments.
- **Water consumption:** Depending on the cooling technology used, data centres can require substantial amounts of water. Our community needs to know exactly how much water a proposed facility would consume, where that water would come from, and what safeguards would protect our municipal supply and surrounding environment.
- **Noise:** Cooling equipment, generators, transformers and other mechanical systems can operate continuously. Noise pollution can significantly affect nearby residents and the quality of life in surrounding neighbourhoods.
- **Environmental impacts:** The electricity and cooling requirements of these facilities can create significant environmental impacts. Backup generators and other equipment can also contribute to local air emissions.
- **Land use:** Large data centres can occupy substantial amounts of land that could otherwise be used for housing, recreation, commercial development, industry or conservation.
- **Property values and quality of life:** We need to carefully consider how large industrial-scale facilities could affect surrounding properties, views, noise levels, traffic and the overall character of our community.
- **Limited local employment:** While data centres can represent significant capital investment, they are often highly automated and may not create the number of permanent local jobs that residents might expect from such a large development.

- **Strain on housing and services:** Construction can bring temporary increases in workers and demand for accommodation, while the long-term employment benefits may be relatively limited compared with the scale of the development.
- **Municipal financial risk:** We need to ensure that taxpayers are not being asked to subsidize private infrastructure or provide incentives that don't result in a meaningful long-term return for residents.
- **Long-term commitment:** Technology changes extremely quickly. We should consider what happens if a facility becomes obsolete, changes ownership, reduces operations, or eventually closes. The community needs protections against being left with a large, specialized facility and associated infrastructure costs.

Most importantly, I believe **we should not make a decision that is difficult or impossible to reverse without first fully understanding the consequences.**

If Motion 9.1 is intended to ensure that our community has proper oversight, planning, environmental consideration and public consultation before data centres are approved, I strongly support it.

Our community deserves development that brings **sustainable, long-term benefits to local residents**, not development where the private benefits are immediate but the environmental, infrastructure and financial risks are left for the public to absorb.

Please vote **YES on Motion 9.1** and support taking a careful, evidence-based approach to data centre development.

Thank you for listening to the concerns of residents and for considering the long-term future of our community.

Sincerely,

Gus Babb

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Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Data Centre - FWD to all council

From: C B <
Sent: Monday, August 10, 2026 7:59 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on Data Centre - FWD to all council

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

Please forward to all council members.

I do not agree with this data centre being built without the proper due diligence being done. I want to see a proper municipal framework established to protect the land and people of Sault Ste. Marie from being exploited by a data centre that might drain our resources, create environmental havoc, and stick us with footing the cost from the damage.

I'm seeing too many concerning examples coming out from communities that are suffering after a data centre was built. The idea that council would allow one of these things to be built without doing public consultation, proper zoning requirements, a community benefits agreement, and independent investigations on the possible impacts to our community is absolutely astounding to me.

I am asking council to put a moratorium on data center proposals until a proper municipal framework can be established. We need established guidelines before allowing these massive centers infiltrate our communities. We need to hit pause and decide as a community what we want this to look like moving forward.

Do the right thing!

Sincerely,
Cassie Baxter

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Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centres in SSM

From: Katie Baxter>
Sent: Sunday, August 9, 2026 9:17 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centres in SSM

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

Please forward to all of council

Dear Council,

Please accept this as my personal opposition against allowing, and encouraging, data centres in Sault Ste Marie.

As the leaders of our community, I hope you recognize the value of maintaining the beauty in Sault Ste Marie. I hope you consider the effects that any data centre will have on the community.

As a community we hear Council members propose plans to build Sault Ste Marie, to boost local tourism, housing, transportation, and community. Allowing data centres negates these proposals. As a community, we cannot accept the challenges and damages a data centre will pose.

The noise pollution, water usage, heat effects and much more will pose a great risk to the many beautiful surrounding neighbourhoods. We cannot accept the risk this will present to our community. Regardless of what the numbers show for water and hydro usage, Council needs to consider if it is really worth it. Is supporting a project that won't allow our community members to enjoy the natural beauty of Algoma really worth it? Is adding to the rising risk of wild fires worth it?

Sault Ste Marie is surrounded by so much natural beauty. Council should be supporting plans that build our community, that encourages the community to get outdoors, and projects that support the wellness of the community.

I understand that to Mayor Shoemaker, the proposition of a data centre may suggest the opportunity for more jobs, but more jobs isn't what makes a thriving city. A thriving city, one who is really supported by their Council, has opportunities for families to grow, to build together and to enjoy the natural space around them. A thriving city does not support a plan that decreases community wellness and places the natural space at risk.

I hope you consider ALL of the effects a data centre will have on Sault Ste Marie. Thank you for your time,

Katie Baxter, RECE
She/Her

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Municipal Framework for AI Data Centres

From: Richard Belair
Sent: Saturday, August 8, 2026 2:35 PM
To: Rachel Tyczinski <r.tyczinski@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>
Subject: Municipal Framework for AI Data Centres

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

This letter is in support of councillor Caputo and councillor Vezeau-allen's proposed moratorium on AI data centres until public consultation and environmental impacts can be studied in a well -thought out and meaningful way.

I believe the environmental impacts of data centres and the existential threats from AI -far outweigh the few jobs and property taxes that our city will get.

I encourage all councillors to vote yes to this proposal and consider what this city will be for generations to come.

Thank you for considering my letter.

Sincerely,
Richard Belair

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Opposition to the proposed data security center - Support for Moratorium

From: Jessica Bolduc **Sent:** Monday, August 10, 2026 10:50 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Cc: Angela Caputo <angela.caputo@cityssm.on.ca>
Subject: Opposition to the proposed data security center - Support for Moratorium

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

To whom it may concern,

I am writing today to voice my opposition against the plans for the development a data (security) center on Batchewana First Nation territory, in Baawating, as being led by the City of Sault Ste. Marie and Missinabie Cree First Nation.

As an interim measure, I support the Moratorium being presented to Council on August 10th, calling for a pause to the construction of this center.

A moratorium will also ensure, given the concerns of First Nations citizens and citizens of Sault Ste. Marie and Algoma, that a more thorough consultation, environmental and social assessment can be conducted that is independent of the parties that would benefit financially from this project.

This will ensure the public is properly informed, is able to engage in dialogue and involved in the decision making, and that Sault Ste. Marie City Council is upholding its obligations to the treaty.

Please confirm receipt of this message.

Sincerely,
Jessica Bolduc
Resident of Sault Ste. Marie - Ward 4
Batchewana First Nation Community Member

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre moratorium

From:
Sent: Sunday, August 9, 2026 9:59 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre moratorium

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

Hello, I would like to extend this message to all members of city council;

I wanted to voice my opinion in regards to the data centre that is being built within the city and how I'd like to raise concerns in regards to it. Starting off this statement I'd like to mention how I'm an artist and I'm struggling in regards to the ai boom- with the amount of people switching over to generative slop I have lost many opportunities in the work field as a person that does both hand drawn digital design and illustrative work. Many big companies have pushed towards using this method to cut costs, cut jobs so that they can revel in their selfishness; it has become so difficult to find any work available now because of this and I refuse to dip my toes into something that is actively harming the environment.

With that being said we move into that topic; the environment due to these data centres that have been rooted in many smaller minority cities in both America and Canada have only proven to be worse for every community. The greenery that will surround the building will be dead within a few months of being built, the bird and mammal population will decline from the mere sound it produces and from the many toxins that will leak into our creeks and lakes. Many communities have come forward about the noise and how draining it is for them to listen to a constant hum that never stops, making them unable to sleep or function properly; causing many people to sell their homes and move away.

Another factor tying in with this is how we wouldn't have any more clean drinking water in our homes from the long term usage of the data centre. There are communities right now that ALREADY don't have that either and are struggling to stay alive and adding this will only inevitably make things worse. The company says they'll use snow in the winter time, however they fail to properly explain how they would support it in the summer time- which would only mean they would be sapping our Great Lakes.

The company also mentions how this would bring in more jobs, grifting off the fact that we had lost so many during the big lay off at the steel plant. These data centres only rely on a strict small group of people to own and operate it, they lie about how there'll be thousands of people that will be working there but that is just not true.

I beg that this centre doesn't continue to be created, it needs to be shut down regardless of what stage of development it is in. We will all be in danger not just for the environment aspect but also the surveillance of it as well; our data is already being sold to big companies whenever we put our information into big job websites like indeed, linkedin etc. Just think of what more this centre could do to harm us.. this is not the future we want nor need. We deserve better.

Sincerely,
Bones Mackie

important links for Data centres as examples of how bad they hurt communities:

<https://www.youtube.com/watch?v=DGjj7wDYail>
<https://www.youtube.com/watch?v=9wDr2dec474>
<https://youtube.com/shorts/AAQsnrAHy5Y?si=sqkucww6Kt6lyu1E>
<https://youtube.com/shorts/D-3DWVvE9gk?si=C6u3U0pY9vLrHhVl>

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Opposition to a data centre.

From: Pete Bouchard
Sent: Sunday, August 9, 2026 6:31 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Opposition to a data centre.

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

As a resident of sault ste Marie, and particularly Ward 5, I am vehemently opposed to any data centre development in or around sault ste Marie.

Consider this my voice and my feedback to the people I pay to represent my interests at a municipal level.

Thank you,
Pete Bouchard

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: No to Data Center

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

From: Colleen Brown
Sent: Saturday, August 8, 2026 9:13 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: No to Data Center

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

Please forward to council members.

I want to see the moratorium pass and agree with public consultation as well as other motions put forward. Do you really want to put our water sources at risk, not to mention health and well being of the population of Sault Ste. Marie? This should not even be a consideration.

Sincerely
Colleen Brown

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre Moratorium

From: Chelsea Brunelle
Sent: Monday, August 10, 2026 9:21 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre Moratorium

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

Good Morning,

As a resident of Ward 2, I support the data centre moratorium for the city of Sault Ste. Marie and request that my email be distributed to all members of council today.

Miigwetch/Thank You,

Chelsea Brunelle

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Please Vote YES on Motion 9.1 – Data Centres

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

From: Georgia Budge
Sent: Sunday, August 9, 2026 12:20 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Please Vote YES on Motion 9.1 – Data Centres

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

Dear Councillor,

I am writing to strongly urge you to vote YES on Motion 9.1 regarding data centres

I believe residents have every right to question the extraordinary number of data centres now being proposed and built across Canada.

We have had widespread internet access for more than 25 years. Yet suddenly, communities across the country are being asked to accommodate massive, energy-intensive facilities that require enormous amounts of electricity, water, land, and infrastructure.

Why now? What has changed? And why do we suddenly need so many of these facilities?

These questions deserve clear and transparent answers before municipalities approve developments that could have consequences for residents for decades.

There is also growing public concern about what these facilities are ultimately being used to support—including artificial intelligence, enormous volumes of data processing, and increasingly sophisticated data collection and surveillance technologies. Residents should not be expected to simply trust that these developments are necessary without understanding what is being built, who will operate it, what it will consume, and what safeguards will be in place.

This is not opposition to technology or responsible economic development. It is a demand for transparency, accountability, and responsible planning.

Before approving large-scale data centres, our community needs answers about:

* The enormous electricity demands and their impact on our power supply.

- * Water consumption and the potential impact on our municipal water resources.
- * Who will pay for the infrastructure required to support these facilities.
- * Noise, air quality, environmental impacts, and quality of life for nearby residents.
- * The actual number of permanent local jobs these facilities will create.
- * The long-term financial benefit to taxpayers compared with the public costs and risks.
- * What protections exist if a facility becomes obsolete, changes ownership, or closes.
- * What data is being processed, who controls these facilities, and what privacy and security safeguards apply.

We should not approve first and ask questions later.

Once these facilities are built, the infrastructure, environmental impacts, and financial commitments may be extremely difficult to reverse. Our elected officials have a responsibility to protect residents and taxpayers—not simply to accommodate whatever large corporations want to build.

If these developments truly provide substantial long-term benefits to our community, then they should be able to withstand thorough scrutiny and public consultation.

Please vote YES on Motion 9.1.

Our community deserves answers before irreversible decisions are made. We deserve development that benefits residents—not development where private corporations receive the immediate benefits while taxpayers and future generations assume the risks.

Please put the interests of our residents, our environment, and our taxpayers first.

Sincerely,

Georgia Budge

Get Outlook for iOS <<https://aka.ms/o0ukef>>

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: August 10- Yates Ave. data center

From: Elizabeth Cooke
Sent: Sunday, August 9, 2026 4:30 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: August 10- Yates Ave. data center

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

Sault Ste Marie is my home, I am beyond tired of industry being prioritized over the environment. We need higher municipal standards for environmental protection now more than ever.

You are our neighbors, and our representatives. You are not our decision makers, or authorities. You work for us.

No more commitments without prior informed consent, from the city members, and from the surrounding reserves. Stop Yates Ave, and create appropriate legislation that protects us.

Thank-you,
Elizabeth

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Municipal Framework for AI Data Centres

From: Allison Dalton
Sent: Saturday, August 8, 2026 2:19 PM
To: l.vezeauallen@cityssm.on; Rachel Tyczinski <r.tyczinski@cityssm.on.ca>
Subject: Municipal Framework for AI Data Centres

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

This letter is in support of councillor Caputo and councillor Veze-allen's proposed moratorium on AI data centres until public consultation and environmental impacts can be studied in a well -thought out and meaningful way.

I believe the environmental impacts of data centres and the existential threats from AI -far outweigh the few jobs and property taxes that our city will get.

I encourage all councillors to vote yes to this proposal and consider what this city will be for generations to come.

Thank you for considering my letter.

Sincerely,
Allison Dalton

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Please forward to City Council for the meeting Monday

From: Gabi Doleske
Sent: Saturday, August 8, 2026 9:56 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Please forward to City Council for the meeting Monday

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

Dear City Council,

I am writing to ask you to support the temporary "pause and plan" motion regarding data centre development at Monday's Council meeting.

This motion is not about stopping investment or discouraging economic development. It is about ensuring that Sault Ste. Marie makes informed decisions that protect the long-term interests of our community.

Large-scale data centres can have significant impacts on electricity infrastructure, water use, land use, noise, municipal services, and future economic development opportunities. These are issues that deserve careful study and thoughtful planning before approvals are considered.

Communities across North America, including Mississauga, Ontario, and Rocky View County, Alberta have recognized the importance of taking time to develop appropriate policies before proceeding with major data centre projects. They understand that a temporary pause provides an opportunity to establish clear expectations, engage the public, and ensure that any future development delivers meaningful benefits while minimizing risks.

Sault Ste. Marie should do the same. Decisions of this magnitude should be guided by sound planning, public consultation, and a clear understanding of the long-term implications, not by the pressure to move quickly.

Supporting this motion does not close the door on future data centre investment. It simply ensures that when decisions are made, they are made with the information, policies, and safeguards needed to serve the best interests of our city.

I respectfully urge you to support the pause-and-plan motion and demonstrate that Sault Ste. Marie is committed to responsible, transparent, and forward-looking decision-making.

Thank you.

Gabriella Doleske

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: STOP THE DATA CENTER

From: Elizabeth F <efantham27@gmail.com>
Sent: Saturday, August 8, 2026 11:39 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: STOP THE DATA CENTER

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

Dear council,

We need an IMMEDIATE halt yo any and all data centers!!!! They cause extreme noise and enviromental pollution. The city has already been ruined by pollution at the steel plant. Not to mention we already pay a fortune in utilities and taxes cause this council can't get their act together. IMMEDIATE MORITORIUM!!!!
NO DATA CENTERS

Elizabeth Fantham

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Data Centres

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

From: K Flannigan <kmfcram@gmail.com>
Sent: Sunday, August 9, 2026 12:48 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Cc: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>
Subject: Moratorium on Data Centres

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

Please support a moratorium on data centres in Sault Ste Marie.
Without serious restrictions, protections, and regulations, we are risking our future and autonomy.
Thank you.

Kara Flannigan

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centre

From: Jennifer Flood <
Sent: Monday, August 10, 2026 11:01 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centre

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

Good morning,

I would respectfully ask this email be sent to all of council in relation to an agenda item re: data centres for the council meeting tonight.

Dear Members of Council,

I am writing to respectfully request that Council delay its support for the proposed data centre development until a more fulsome review of its potential environmental, infrastructure, health, and community impacts can be completed.

I recognize the difficult decisions Council faces in balancing economic development and new opportunities with environmental sustainability, community health, and long-term planning. I also appreciate the challenge of determining when to be an early adopter of emerging industries and when it is prudent to pause, gather more information, and ensure the necessary infrastructure and safeguards are in place.

I want to be clear that I am not opposed to data centre development in principle. Rather, I believe the scale and potential long-term implications of these facilities warrant a more comprehensive assessment before Council makes a commitment that may be difficult to reverse.

Data centres can bring meaningful economic benefits, including construction activity, employment, and increased tax revenue. However, they can also place significant demands on local resources and infrastructure. These include:

- **Extremely high electricity consumption**, potentially requiring substantial grid upgrades and raising questions about who ultimately bears those costs.
- **Significant water consumption** associated with cooling systems and the potential implications for local water resources.
- **Air-quality concerns** associated with diesel backup generators, including emissions of nitrogen oxides and fine particulate matter.
- **Persistent industrial noise** from cooling systems and other equipment that could affect nearby residents' quality of life.

- Potential **infrastructure, environmental, and social costs** that may extend beyond the direct economic benefits to the municipality.
- The need to understand how impacts may be distributed across the community and whether vulnerable populations could disproportionately experience them.

Given the rapid growth of AI and the unprecedented scale of some proposed data centres, I believe it would be prudent to learn from communities that are already experiencing these challenges rather than moving forward before the full implications are understood.

I respectfully ask Council to consider delaying its support and undertaking a more comprehensive, transparent review that examines electricity and water requirements, impacts on utility infrastructure and ratepayers, air emissions, noise, environmental impacts, emergency-generator use, public health considerations, and appropriate mitigation measures. It would also be valuable to understand what protections and financial assurances could be put in place so that the community does not assume disproportionate long-term costs.

Council has an important opportunity to position our community for economic growth while ensuring that development is sustainable and serves residents over the long-term. Taking additional time now does not necessarily mean turning away an opportunity, but rather means making an informed decision and ensuring that the opportunity is right for our community.

Thank you for your consideration and for the work you do on behalf of our community.

Sincerely,

Jennifer Flood

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Regarding proposed data centre

From: Carrie Fogg
Sent: Saturday, August 8, 2026 11:41 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Regarding proposed data centre

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

Hello:

Please receive this email and forward to all council persons.

DATA CENTER UPDATE!

I am asking council to put a moratorium on data center proposals until a proper municipal framework can be established.

No more entertaining the idea of having data centers located in Sault Ste Marie without proper public consultation, proper indigenous consultation, proper zoning requirements, and a community benefits agreement.

As per Angela Caputo's request of council

Thank you
Carrie Fogg

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium

From: Lisa Foggia
Sent: Saturday, August 8, 2026 12:21 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium

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

I am sending this email asking council to put a moratorium on data centre proposals, until proper public consultation is established. We deserve better. Thank you

Get [Outlook for iOS](#)

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre Development Ban

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

From: Michelle Furgieuele
Sent: Monday, August 10, 2026 9:22 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre Development Ban

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

Councillors,

I would like to indicate my support for a temporary ban on data centres until meaningful engagement with the community takes place as well as a full analysis of environmental impacts.

Specifically, I would like to see council support:

- A pause on approvals
- Full environmental and infrastructure review
- Clear municipal rules before moving forward
- Real public consultation

Thank you.
Michelle Furgieuele
Ward 4

Michelle

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: NO TO AI. STOP SELLING OUR BEAUTIFUL CITY FOR AI DATA CENTERS.
Importance: High

From: Sam Gagnon <sam.gagnon@cityssm.on.ca>
Sent: Monday, August 10, 2026 7:55 AM
To: City Clerk <cityclerk@cityssm.on.ca>; Angela Caputo <angela.caputo@cityssm.on.ca>; Ron Zagordo <r.zagordo@cityssm.on.ca>; mayorsoffice <mayorsoffice@cityssm.on.ca>; Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Subject: NO TO AI. STOP SELLING OUR BEAUTIFUL CITY FOR AI DATA CENTERS.
Importance: High

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

Good morning,
I am a resident of the city of Sault Ste. Marie, Ward 3. My postal code is XXXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,
Sam

SAY NO TO AI. SAY NO TO DATA CENTERS. SAY YES TO LIBRARIES, HUMAN MIND AND RESEACH. SAY YES TO KEEPING OUR BEAUTIFUL LAND AND WATER.

Get [Outlook for Android](#)

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Data Centres

From: Ruth Galinis
Sent: Saturday, August 8, 2026 2:46 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on Data Centres

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

As a concerned taxpayer, I am asking Sault Ste. Marie City Council members to support the motion to put a moratorium on a proposal for a data center in Sault Ste. Marie, until a proper municipal framework can be established with full and transparent public consultation.

If you could, would you please forward my email to the members of City Council.

Thank you.

Ruth Galinis

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Data Center Proposals

From: Sandra Frechette
Sent: Saturday, August 8, 2026 8:21 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on Data Center Proposals

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

DATA CENTER UPDATE !!

On Monday August 10 I am asking council to put a moratorium on data center proposals until a proper municipal framework can be established. No more entertaining the idea of having data centers located in Sault Ste Marie without proper public consultation, proper indigenous consultation, proper zoning requirements, and a community benefits agreement.

If you want to see this motion pass, email cityclerk@cityssm.on.ca and ask for your email to be forwarded to all of council. The public deserves more. Councils across Ontario deserve more. We need established guidelines before allowing these massive centers infiltrate our communities. The time for action is now. We need to hit pause and decide as a community what we want this to look like moving forward.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centres

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

From: dane goodship
Sent: Sunday, August 9, 2026 4:13 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centres

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

Looking for council to put forth a moratorium on data centres in SSM to allow for proper research and impact to the community, neighbouring homes and environment to be conducted.

Please forward my email to all of council.

Thank you,
Danielle Goodship

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centre

From: Natalie Goodship <
Sent: Saturday, August 8, 2026 7:23 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centre

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

Looking for council to put forth a moratorium on data centres in SSM to allow for proper research and impact to the community, neighbouring homes and environment to be conducted.

Please forward my email to all of council.

Thank you,
Natalie Goodship

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Votes on Monday August 10, 2026

From: Sent: Sunday, August 9, 2026 10:12 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Votes on Monday August 10, 2026

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

I am a resident of the city of Sault Ste Marie, Ward 2. My postal code is XXX. I want my city councillors to vote Yes on Motion 9.1 to put a moratorium on AI data centres this Monday. Also I want my city councillors to vote No on Motion 9.5 to continue support for the RADS agreement.

Sincerely,

Judy Haldemann

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centres

From: Mariella Hales
Sent: Monday, August 10, 2026 10:12 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centres

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

I am writing to ask you to support the temporary "pause and plan" motion regarding data centre development at Monday's Council meeting.

This motion is not about stopping investment or discouraging economic development. It is about ensuring that Sault Ste. Marie makes informed decisions that protect the long-term interests of our community.

Large-scale data centres can have significant impacts on electricity infrastructure, water use, land use, noise, municipal services, and future economic development opportunities. These are issues that deserve careful study and thoughtful planning before approvals are considered.

Communities across North America, including Mississauga, Ontario, and Rocky View County, Alberta have recognized the importance of taking time to develop appropriate policies before proceeding with major data centre projects. They understand that a temporary pause provides an opportunity to establish clear expectations, engage the public, and ensure that any future development delivers meaningful benefits while minimizing risks.

Sault Ste. Marie should do the same. Decisions of this magnitude should be guided by sound planning, public consultation, and a clear understanding of the long-term implications, not by the pressure to move quickly.

Supporting this motion does not close the door on future data centre investment. It simply ensures that when decisions are made, they are made with the information, policies, and safeguards needed to serve the best interests of our city.

I respectfully urge you to support the pause-and-plan motion and demonstrate that Sault Ste. Marie is committed to responsible, transparent, and forward-looking decision-making.

Thank you for your consideration.

Colin & Mariella Hales

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on data/AI centres

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

From: Pauline Hawdon
Sent: Sunday, August 9, 2026 12:56 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on data/AI centres

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

I declare that I do not want a data centre built in or anywhere surrounding the Algoma district.

Thank you
Pauline Hawdon

Sent from my iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre Motion 9.1
Importance: High

From: Donna Hilsinger <**Sent:** Monday, August 10, 2026 11:27 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre Motion 9.1
Importance: High

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

Dear Mayor and Members of Council,

I am writing to urge you to support the temporary “pause and plan” motion regarding data centre development at today’s Council meeting.

This motion is not about stopping investment or discouraging economic development. It is about ensuring that Sault Ste. Marie makes informed decisions that protect the long-term interests of our community.

Large-scale data centres can have significant implications for electricity infrastructure and costs, water use, land use, noise, municipal services, the environment, and future economic development opportunities. These issues deserve careful study and thoughtful planning before approvals are considered.

It is also clear that many Saultites are either opposed to or gravely concerned about data centres locating in our community. Those concerns should not be dismissed or treated as an obstacle to development. They are precisely why a temporary pause, proper study and meaningful public consultation are warranted.

A recent local online poll asking residents for their views on a proposed Sault Ste. Marie data centre received 904 responses. Only 12.5% said they would strongly support it. By comparison, 35.8% said they would oppose it because they believe the local costs and risks would likely outweigh the benefits. Another 27.4% would support it only with guaranteed local benefits and strong safeguards for electricity, water and the environment, while 24.2% said they need more information about jobs, location, incentives and resource use before deciding.

While an online poll is not a scientific survey, the message from these results should be difficult to ignore: nearly 88% of respondents were either opposed, required strong safeguards and guaranteed local benefits, or needed considerably more information before deciding. That is a compelling argument for taking the time to get this right.

Other Canadian communities, including Mississauga and Rocky View County, have recognized the value of pausing to establish appropriate policies before proceeding with data centre development. Sault Ste. Marie should have the same opportunity to understand the implications, establish clear expectations, engage the public and determine what benefits and protections should be required.

There is no compelling reason to rush. A temporary pause does not close the door on investment. It ensures that Council, staff and the community fully understand what we may be committing to before decisions with potentially decades long consequences are made.

Sault Ste. Marie should welcome good development, but good development should also be good for Sault Ste. Marie.

I respectfully urge Council to support the pause-and-plan motion and give our community the opportunity for proper study, public consultation and informed decision-making before data centre development proceeds.

Thank you,

Donna Hilsinger

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motions 9.1 and 9.5

From: Alya H
Sent: Sunday, August 9, 2026 10:10 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motions 9.1 and 9.5

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

Good day,

Please forward to all council members before the City Council meeting on Monday evening.

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Alya Hussein

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centres

From: Colleen Irvine
Sent: Monday, August 10, 2026 9:07 AM
To: Marchy Bruni <m.bruni@cityssm.on.ca>; Stephan Kinach <s.kinach@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>; mayorsoffice <mayorsoffice@cityssm.on.ca>; Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Subject: Data centres

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

This is an email to voice my opposition of data centres being constructed in Sault Ste. Marie.

This is an election year. I don't believe the current council should be making these kind of decisions at this time or setting precedents for the upcoming council to follow.

Any decision/discussion on this kind of subject should be delayed for the new council and should be fully researched and presented to the residents for input as it affects the entire community.

Colleen Irvine

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: No to A.I Centers

From:
Sent: Monday, August 10, 2026 9:06 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: No to A.I Centers

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

A.I Centers are harmful to the environment and steal energy from the town. They create little jobs and the profits don't go back to the city. I am against that. No to destructive Data Centers.

Sincerely, Joshua A.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Municipal Framework Regarding Development of Data Centres in Sault Ste Marie

>

From: Kaitlin Kazmierowski <>
Sent: Sunday, August 9, 2026 8:54 PM
To: City Clerk <cityclerk@cityssm.on.ca>; Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; Mayor Shoemaker <mayor.shoemaker@cityssm.on.ca>
Subject: Municipal Framework Regarding Development of Data Centres in Sault Ste Marie

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

Good evening,

I am writing to express my support for the motion proposed in item 9.1 at tomorrow's council meeting regarding the need to establish a rigorous framework, which includes meaningful public consultation, for assessing any and all data centre proposals in Sault Ste Marie. We are now only starting to realize the variety and severity of negative impacts associated with this type of land use, and it would seem utterly irresponsible and short-sighted to open the door without more attention and community input. I urge you all to vote in favour of this motion.

Thanks for your time,

Kaitlin Kazmierowski

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centre concerns

From: matt kent
Sent: Saturday, August 8, 2026 1:09 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centre concerns

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

****PLEASE FORWARD TO ALL OF CITY COUNCIL****

I am writing in regard to the city's proposed data centre. This is a decidedly poor decision for the city. The job creation from this facility will be minimal. These operations are largely remote/automated. The projected 1000 jobs is a lie. Even 200 is a stretch. If we see 10 it'll be shocking. Further, the environmental impact of these centres is already well documented. Our city is struggling to maintain the current load on the electrical grid and this will only further exacerbate that. Lastly these centres almost literally burn through computer hardware like crazy. What happens to the e-waste?

Lastly, analysts are already widely talking about the AI bubble getting ready to burst. What happens then? Another employer leaves town and the city is left with a huge facility they're on the hook for. This venture will amount to a net loss for the city. Rather than focus on the short term gains (if any) we need to look at the long term.

In typical fashion this matter was rammed through with minimal public input. Change for the sake of change or for easy money must always be HEAVILY evaluated.

Mayor Shoemaker makes statements that our concerns are unfounded. I wonder if Mr Shoemaker's opinions are tainted? The construction of these data centres are consistently preceded by generous "donations" from the companies building them. Do I have proof? Not a shred, but I wonder how our mayor can be so obviously blind to the horrendous track record that these centres have.

Respectfully - the people have spoken. We don't want this here. This benefits nobody by short sighted billionaires and we're left to pay the price.

Matt Kent - Ward one

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre

From: Maxine LaLonde
Sent: Sunday, August 9, 2026 12:05 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre

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

Please have this email forwarded to all City Counsel...

I am writing to ask you to support the temporary "pause and plan" motion regarding data centre development at Monday's Council meeting.

This motion is not about stopping investment or discouraging economic development. It is about ensuring that Sault Ste. Marie makes informed decisions that protect the long-term interests of our community.

Large-scale data centres can have significant impacts on electricity infrastructure, water use, land use, noise, municipal services, and future economic development opportunities. These are issues that deserve careful study and thoughtful planning before approvals are considered.

Communities across North America, including Mississauga, Ontario, and Rocky View County, Alberta have recognized the importance of taking time to develop appropriate policies before proceeding with major data centre projects. They understand that a temporary pause provides an opportunity to establish clear expectations, engage the public, and ensure that any future development delivers meaningful benefits while minimizing risks.

Sault Ste. Marie should do the same. Decisions of this magnitude should be guided by sound planning, public consultation, and a clear understanding of the long-term implications, not by the pressure to move quickly.

Supporting this motion does not close the door on future data centre investment. It simply ensures that when decisions are made, they are made with the information, policies, and safeguards needed to serve the best interests of our city.

I respectfully urge you to support the pause-and-plan motion and demonstrate that Sault Ste. Marie is committed to responsible, transparent, and forward-looking decision-making.

Thank you for your consideration.

R. & M. Lalonde

Sent from my iPad

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre

From: Leslie Lampkin
Sent: Sunday, August 9, 2026 9:52 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre

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

Letter sent to mayor's office.

I'm not writing to request the mayor to an event, I'm actually writing to request a meeting regarding the new Data Center scheduled to be open. More concerned about the 100's of thousands of liters of water being used to cool it down. Over the last 10 years I've been doing a walk around the Sault in support of clean drinking water. It all came about because some guy in 2013 asked me " what do you care?" It was in reference to 12 000 liters of water being wasted. My walk is presently at 45 000 km and counting. There's billions of people going with-out clean drinking water and now the mayor is going to allow all this water to go to waste. I can't do anything about what happens outside the city and these data centers but I can here. I've been pretty quiet about this walk but I'm not afraid to make a lot of noise. If you want more info. about the walk I'm on please contact Connie Raynor. I look forward to hearing from your office. Thank-you Leslie Lampkin

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motion 9.1 regarding data centers

From: charlenelangevin
Sent: Sunday, August 9, 2026 2:10 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motion 9.1 regarding data centers

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

I am voting yes on motion 9.1 regarding A1 data centers

Sent from my Galaxy

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motiin 9.1

From: Michelle Langevin
Sent: Sunday, August 9, 2026 2:19 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motiin 9.1

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

I am voting yes on motion 9.1 regarding AI data data centers

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Please forward this to all of council

From: Richard Levesque
Sent: Sunday, August 9, 2026 8:31 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Please forward this to all of council

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

I am writing this for the city council to seriously consider taking a pause on the data centres in our city. Many cities even larger than ours are putting a pause and reconsidering. The damages these can cause will be permanent and lasting. We cannot have things that we know are dangerous to our natural resources in our community.

Anna Marie Levesque

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: FORWARD TO CITY COUNCIL

From: Richard Levesque
Sent: Sunday, August 9, 2026 9:00 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: FORWARD TO CITY COUNCIL

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

THIS E=MAIL IS MY EXPRESSION FOR CONCERNS ABOUT ADDING A DATA CENTRE TO OUR CITY.

Hello City Council

The city needs to stop these data centres. They need more data on the impact that a data centre would have on the neighborhoods, people, and animals in the area around the data centre.

Many other cities are not allowing construction of data centres.

We need more research to understand the impact of these data centre

Lets protect our water resources.

signed
Richard Levesque

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Public meeting - data centre

From: brad lundquist

Sent: Saturday, August 8, 2026 5:12 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Public meeting - data centre

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

Hello,

Pls forward this email to council....strongly suggesting that meetings for this proposed data centre, be advertised well in advance...and ensure the public has opportunity to voice their opinion. The last meeting did not do that, and does not reflect well with the public.

Regards,
Brad Lundquist

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre

From: Quinn Madill >
Sent: Monday, August 10, 2026 10:55 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre

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

Obviously city council has not done their research on how damaging these data / surveillance centre's cause.

The water alone, (where will it be coming from?) nevermind the noise pollution, and air pollution, they are tremendous!

We already have the Algoma Steels' pollution, we don't need any more.

This small city DOES NOT need a data centre!

[Yahoo Mail: Search, Organize, Conquer](#)

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centre

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

From: michele mccleave
Sent: Monday, August 10, 2026 10:32 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centre

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

Please forward this email to all council

Good Morning , I'm sending an email asking for council to vote yes to further study the effects of data centres on water usage, power requirements and effects on the environment. The community should have an opportunity to question and comment as future plans are considered.

Regards
Michele McCleave -Kennedy
Resident Ward 1
MMk
Sent from my email iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centers in SSM

From: Sandra McFarling
Sent: Saturday, August 8, 2026 9:04 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centers in SSM

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

Please forward this message to all members of council.

Citizens of Sault Ste Marie deserve established guidelines before allowing data centres of any size to build in our neighborhoods.

On Monday Aug 10 I am asking council to vote YES on Councillor Caputo's submission for votes on this important matter affecting all our citizens.

Thank you
Sandra McFarling

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data center info

From: Marnie
Sent: Saturday, August 8, 2026 5:14 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data center info

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

I wish this to be shared to all of city council.

Hello, I support the moratorium put forth by councillor Caputo for more info on data centers in our community. I wish to learn more about the environmental impacts this could have on our area. I want to know if this will/can affect our power issues we are already experiencing in Sault Ste Marie? How much water does this facility require and does it pollute our river? Many questions and it seems this is being pushed much too quickly

Thank You

Marnie Merrifield

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: No to Data Centres

From: Tracy Miners
Sent: Monday, August 10, 2026 8:31 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: No to Data Centres

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

Please do not allow data centres to come to our city. They are a detriment to our city.
Please forward this to all of the city council.
Thank you,
Tracy Miners

[Yahoo Mail: Search, Organize, Conquer](#)

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Center

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

From: Britney Morin
Sent: Friday, August 7, 2026 11:53 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Center

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

Hello,

As a citizen of Sault Ste Marie and surrounding area, a place I love and have grown up my whole life. The outdoors, the wildlife, the beauty of this place, and the surrounding waters are what makes this place truly amazing and special. No more entertaining the idea of having data centers located in Sault Ste Marie without proper public consultation, proper indigenous consultation, proper zoning requirements, and a community benefit agreement.

We the public deserve more answers and knowledge. We need established guidelines before allowing these massive centers to infiltrate our communities. We need to hit pause and decide as a community what we want this to look like moving forward.

I mean if Erin Brokovich is getting involved I think we should be looking a little more deeper.

Please have my email forwarded to all of council.

Thank you,
Britney
Sent from my iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on data center

From: Robert Morin
Sent: Sunday, August 9, 2026 7:50 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on data center

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

I would like to express my support for counselor Caputo's moratorium being brought to counsel Monday August 10th. Thank-you.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on data centre

From: Maggie Murray < >
Sent: Monday, August 10, 2026 11:09 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on data centre

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

I support Angela Caputo's moratorium on the data centre proposed in Sault Ste. Marie!

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centre

From: Karrie Oliver
Sent: Sunday, August 9, 2026 10:10 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centre

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

My family and I as residents of Sault Ste Marie are in full support of the motion being brought forth by council person Angela Caputo.

It is shameful and neglectful of your obligations and responsibilities that no public consultation had been done prior to the approval. Batchawana First Nation, Garden River and the residents of Sault Ste Marie have the right to make informed decisions as to any projects and developments that impact on the quality of life. This includes all forms of environmental impacts.

City councilor must understand that if they choose to move forward with the building of data centers without the approval of the treaty holders of these territories and settlers that call Sault Ste Marie home it will be a massive waste of tax and corporate dollars, as without consent all means to halt such will be encounter.

Until it can be proved that the data centre will not disturb the ecological balance or cause harm to the people that reside in our city you will continue to have the majority of those that live in the territories of Bawaating vehemently oppose any form of moving forward with this project.

Karrie-ann Rutledge-Oliver
BA History, Anishinaabemowin, Anishinabe Studies & Political Science, Honors Degree History & Political Science, & MPed Indigenous Leadership and Professionalism

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motion 9.1

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

From: gwen oulton
Sent: Monday, August 10, 2026 9:39 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motion 9.1

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

I am in support of the motion 9.1 to be presented on Monday August 10, 2026. Please take this email to the Council meeting August 10, 2026

This motion supports a halt to the proposed AI project to be constructed as a long term privately owned industry. An immediate stop to this project is prudent while real studies are conducted by a panel of objective city members.

Regards,
Gwen Oulton
Ward 1
Sent from my iPad

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Municipal framework regarding development of data centres in Sault Ste. Marie

From: fernando pagnotta
Sent: Saturday, August 8, 2026 5:16 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Municipal framework regarding development of data centres in Sault Ste. Marie

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

Hello i am in favour of
Mover: Coun. A. Caputo
Seconder: Coun. L. Vezeau-Allen
resolution to look deeper into this issue.
please forward to all councilors and mayor .
THANK YOU

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Municipal framework regarding development of data centres in Sault Ste. Marie

From: Elysia Peattie
Sent: Sunday, August 9, 2026 6:27 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Municipal framework regarding development of data centres in Sault Ste. Marie

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

As a resident of SSM, and a person who cares about the environment and future generations - I support the motion being introduced at tomorrow's meeting. A ban should be made, for at least 10-20 years. Impacts of, and the data related to - can take decades.

Elysia Peattie

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: AI moratorium

From: Steven Porte
Sent: Sunday, August 9, 2026 8:48 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: AI moratorium

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

I am a resident of the city of Sault Ste. Marie, Ward 03. My postal code is XX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,
Steven

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motion 9.1 regarding ai data centers

From: Joshua Richer
Sent: Sunday, August 9, 2026 2:13 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motion 9.1 regarding ai data centers

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

I am voting yes on motion 9.1 regarding ai data centers.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre

From: André Riopel
Sent: Sunday, August 9, 2026 9:12 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre

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

Please add my name to the group of people who are concerned about the new data centre planned in our city. This is the type of project that requires much more research before moving forward. I support councillors Caputo and Vezeau-Allen's resolution.

André Riopel

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre Moratorium Motion please forward to all Councillors

From: Lloyd W Rowat
Sent: Sunday, August 9, 2026 7:50 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre Moratorium Motion please forward to all Councillors

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

Please distribute to all Council members;

Sault Ste Marie needs to move forward and be at the forefront of AI development, not lagging behind.

Indeed, the city needs to move forward to establish municipal frameworks and strategies. Frameworks that ensure the AI industry brings community benefits.

That said, the proposed data center is not a “massive center(s) infiltrating our community”.
The data center is a small scale operation, a facility that houses computer systems, servers, and network equipment to store, process, and share digital data and applications.
There are already several institutions, businesses, and industries within our community that operate data centers to support their operations.

The Missanabie Cree First Nation is planning to create the data center as a training centre and cyber security centre. If the Missanabie Cree are planning it, where is the lack of indigenous involvement or consultation?

The sale of the property was approved by city council in 2025 to Protexxa, with the expectation that the long-time vacant property would create tax revenue and jobs to the city.
Tax revenues and job creation both are of benefit to community, especially in the challenging economic times.
Also, why wasn't municipal framework for AI industry started at or before the sale of property?
The vacant property is zoned for heavy industrial usage. The area has seen industrial activity for decades, being in close proximity to the steel works, slag dumps, rail operations, and scrap metal yards.
Yes, data centers have their own sustainability concerns, but this small scale operation will be manageable and less impactful than area's present or previous industrial activity.

Should Sault Ste Marie hesitate or proceed with caution?
The proposed data center provides a properly scaled operation to proceed with caution. Sault Ste Marie can gain valuable practical experience in data center operations. Sault Ste Marie can continue to develop its existing land use framework and bylaws to accommodate data center, with real world data and insight.
Sault Ste Marie can learn what will be required to scale up and grow AI infrastructure.

There is an opportunity to lead here. Early adopters often face a bump road, but are then looked upon by others for knowledge and support.

Again, the project is of perfect scale to step through the door. It is not a multi-headed monster to fear.

Fortune favours the bold....be bold Sault Ste Marie. Let's not be left behind

One of movers of the motion, in a reply to comments on social media stated, that "this motion has nothing to do with the Protexxa and Missanabie Cree proposal. It is for future proposals."

Online news media stories, the motion, and your video do not make that clear, and I feel it is causing confusion. Please provide clear messaging. The motion itself is ambiguous and lacks necessary definition.

So is Protexxa proposal is proceeding?

As I also mentioned, it is important for Sault Ste Marie government to develop its existing land use, zoning regulations, bylaws, and sustainability policies to consider the unique requirements of large scale data centers. A process that could have been started previously.

All levels of government, including indigenous nations, are stewards over development and growth of AI industry, I appreciate your acknowledgment of stewardship.

As you mention in your motion, the Canadian government had laid out the Canada's National Artificial Intelligence Strategy. Though it presents no regulations, it was not intended to, it details; the importance of moving forward, the immense benefits offered to Canadians, the risks presented, and the importance of stewardship.

The strategy does not call for a moratorium on data centers, that sends the wrong message to the business community and global community at large.

There are enough regulations, checks and balances, at all levels of government to control development and growth. Bureaucratic regulation is often put forward as one of Canada's largest challenges, we don't need to add even more.

Presently, to my limited knowledge (please correct me if I'm wrong), there are no large scale data centers knocking on Sault Ste Marie's door or trying to infiltrate the community. That is not how it would proceed, large scale data centers would like contact all levels of government, seeking grants, loans, tax breaks, land acquisition deals, infrastructure development before ever choosing a location.

If so, Sault Ste Marie government has time to develop its strategy and framework.

There are enough checks and balances to stop any future large scale data centers if community resistance is strong enough.

Sault Ste. Marie council would after all have to open the door and invite them in. Such as they have done with the Protexxa and Missanabie Cree project.

The moratorium is an unnecessary level of added regulation, that sends the wrong message and may remove Sault Ste Marie from potential location shortlists.

The Sault Ste Marie municipal government and the elected officials already have the power of stewardship. Use that power to shape the future to benefit all citizens of Sault Ste Marie and area.

Respectfully

Lloyd W Rowat
Ward 1 resident.

Sent from my iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Support the moratorium on data center proposals

From: Joselyn S
Sent: Saturday, August 8, 2026 6:01 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Support the moratorium on data center proposals

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

To whom it may concern,

I am writing to express my deepest disappointment in the potential AI data centre being proposed in Sault Ste. Marie. As a lifelong citizen of this city, our wildlife and ecosystems deserve respect. Watching what is happening in other cities (the noise, damage to wildlife and pressure put on fresh water systems) I cannot in good consciousness support the building of any data centres. I have been extremely disappointed in Mayor Shoemakers response to his constituents and minimization of this issue. I absolutely will not support any member of council or the mayor should they choose to not listen to their own community. I ask that you listen to the many voices urging you to consider a moratorium and protect this place we call home. I ask specifically ask my ward counselor Corey Gardi to represent our voices.

Thank you,

Joselyn Semeniuk.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: use email to city counsel, against data centre

From: Janice Seppala
Sent: Sunday, August 9, 2026 8:39 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: use email to city counsel, against data centre

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

"On Monday August 10 I am asking council to put a moratorium on data center proposals until a proper municipal framework can be established. No more entertaining the idea of having data centers located in Sault Ste Marie without proper public consultation, proper indigenous consultation, proper zoning requirements, and a community benefits agreement.

I would like my husband and I listed as opposed to this data centre without proper disclosure and discussions with the public.

Wayne Seppala
Janice Seppala

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Opposition to AI Data Centre Development in Sault Ste. Marie

From: Jak Sproat
Sent: Saturday, August 8, 2026 10:44 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Opposition to AI Data Centre Development in Sault Ste. Marie

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

Dear Mayor and Members of City Council,

I am writing as a Sault Ste. Marie resident to ask Council to oppose the development of AI-focused data centres within our community, including any projects currently being considered and any similar proposals that may come forward in the future.

I am concerned about the enormous electricity and water demands associated with large AI data centres, along with potential impacts on local infrastructure, utility costs, the environment, and nearby residents. I do not believe these facilities offer enough lasting benefit to our community to justify those risks.

I would encourage Council to use the planning, zoning, permitting, and other powers available to the City to prevent Sault Ste. Marie from becoming a destination for large-scale AI data centre development.

Please put the long-term interests and quality of life of local residents ahead of the interests of outside technology companies seeking inexpensive power and land.

Thank you for taking the time to consider my concerns.

Sincerely,

Jak Sproat
Sault Ste. Marie, Ontario

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: URGENT: Move Council Meeting to Public Townhall for Proposed Data Centre

From: Krys MSJ
Sent: Thursday, August 6, 2026 9:06 PM
To: Corey Gardi <c.gardi@cityssm.on.ca>; mattscottssm@gmail.com
Cc: Matt Shoemaker <m.shoemaker@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>
Subject: URGENT: Move Council Meeting to Public Townhall for Proposed Data Centre

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

Dear Councillor Gardi and Councillor Scott,

I am a resident of Ward 5 living on Broos Road, and I am writing to strongly object to the proposed data centre project in our city.

A project of this scale brings massive impacts to our local infrastructure, power grids, water supply, and noise levels. Residents DESERVE TOTAL TRANSPARENCY regarding these impacts.

Because of the high level of public concern, I request that City Hall and City Council postpone the upcoming formal council meeting regarding this project. Instead, the city MUST schedule a dedicated townhall meeting.

This decision impacts our neighborhoods directly. We need a forum where residents can ask questions, voice concerns, and get direct answers from council and the developers before ANY approvals move forward.

As my Ward 5 representatives, I urge you to advocated for the residents of the west end and push to move this meeting to a public townhall format. I look forward to your response and your action on this matter.

Respectfully Yours,
Krystyna St Jules

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Hold off on data center please

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

From: Sherri Gardner
Sent: Monday, August 10, 2026 1:35 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Hold off on data center please

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

Hello, in regards to the proposed data center, I am respectfully asking that city council please

- pause on approvals
- Do a full environmental and infrastructure impact review
- have clear municipal rules before moving forward
- provide public consultation

I'm asking for informed, responsible decision making.

We are Naturally Gifted; I pray you would please consider this when you are meeting.

Thank you for considering my request.

Sherri-Lee Gardner

Sent from my iPhone

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: YES on motion 9.1 and NO on motion 9.5

From: Violet
Sent: Monday, August 10, 2026 1:31 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: YES on motion 9.1 and NO on motion 9.5

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

Hello,

Would you mind please forwarding my message to all city counsellors before the city council meeting this evening?

I am a resident of Sault Ste. Marie, Ontario, in Ward 3. My postal code is p6a0c8.

I urge my city councillors to vote YES on motion 9.1 to put a moratorium on AI data centres. I do not support data centres due to their negative environmental and social impacts. They should be banned permanently.

Additionally, I wish for my city councillors to vote NO on motion 9.5 to continue support for the RADS agreement. I do not support building infrastructure for war, including interpretations of "defence."

Thank you,
violet

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Proposed AI Data Centre

From: Rhiannon Barbeau
Sent: Monday, August 10, 2026 2:21 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Proposed AI Data Centre

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

I would like this message to be forwarded to all of city council.

Dear City Council,

I am a concerned member of the public and an avid outdoor enthusiast, who like many other people of Sault Ste Marie utilizes and appreciates the abundant and beautiful nature the city core and Algoma area has to offer. I am firmly opposed to the introduction of this data centre project, believing this data centre will be a negative impact to the people of Sault Ste Marie's health and access to clean and safe neighbourhoods. Time and time again we have all seen data centre company's just like Protexxa lie and deceive local communities into believing data centres will have minimal impact on people's social and physical health as well as surrounding environment, when many families and communities and wildlife are living through a very different reality caused by these centres. The promise that this data centre will create jobs is not a clear promise, as many of these jobs and positions are both estimate numbers and not sustainable as data centres look to cut costs and rely less and less on human power. As for the environmental concerns, we are a city located in and around geographical gold mine being located Lake Superior and Lake Huron, thousands of acres of forests and right on the Canadian Shield, which is not worth sacrificing for the small possibility of economic gain. Data centres apply a "too bad, too late" mindset when communities, neighbourhoods and environments are destroyed and unliveable. Protexxa states they have taken these factors into consideration and state they will cool their systems with snow, which is not good enough and completely undermines the environmental concerns presented by the people of Sault Ste Marie and our Indigenous stewards that have cared for the land time Immemorial. The long term social and environmental impacts of imposed data centres are unknown and not worth the risk of our land and people.

Thank you, Rhiannon Barbeau

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: A

From: Mikhal Muto <
Sent: Monday, August 10, 2026 2:29 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: A

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

I am a resident of the city of Sault Ste. Marie, Ward 5. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Mikhal Muto
Pre-Professional Artist

Canadian Musician Co-operative

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Datacentres

From: Ralph Barber <**Sent:** Monday, August 10, 2026 2:30 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on Datacentres

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

I am a resident of the city of Sault Ste. Marie, Ward 1. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Ralph Barber

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Proposed Data Center

From: Kristen Eagles <
Sent: Sunday, August 9, 2026 11:32 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Proposed Data Center

I'm asking this email to be forwarded to council.

As a lifelong citizen of Sault Ste Marie I strongly oppose a data center being put here. The environmental impacts alone are enough reason not to join this data center craze happening.

The jobs this would bring to the city, which seems to be what's justifying this to those advocating for it, will be low-paying and mostly short-term. It's also not even guaranteed that Saultites get these jobs and are the ones keeping them.

Additionally, I morally oppose the idea of data centers as a lack of privacy is a scary thing with the advancement of this type of technology.

We also need to consider how this will affect the citizens of Sault Ste Marie. The constant humming and loud noise of these centers can have extremely negative health consequences like headaches, nausea, ear aches, vertigo, insomnia, and increased stress levels. The constant ringing/humming can be especially harmful to vulnerable people with pre-existing health problems. As a person with mental health diagnoses, who can easily become overstimulated, the thought this data center could have on the quality of life of me and people like me is truly terrifying. These data centers emit low and high frequency, so the impact is only intensified.

I truly hope council listens to the citizens and puts a pause on this center. I only live a few blocks away and I'm scared of how this could all our stress levels and quality of life. This center doesn't feel safe for us environmentally, health-wise, and certainly doesn't feel like a long-term solution to bring jobs here.

This data center doesn't benefit the citizens; it benefits the pockets of people who oftentimes can make more money in a day than many of the hardworking people of SSM make in their entire lives. Please don't be a council that thinks for big business and not the people.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Proposed Data Centre On Yates Avenue In Sault Ste. Marie, Ontario

From: Karen Beilhartz
Sent: Sunday, August 9, 2026 11:59 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Proposed Data Centre On Yates Avenue In Sault Ste. Marie, Ontario

I am writing to ask City Council and my Aldermen in Ward 5 to Convey my Opposition to the Proposed Data Centre being built In or Anywhere near the City of Sault Ste. Marie.

As a long-time resident of Sault Ste. Marie and my parents before me and My grandparents before them, we have all paid untold amounts of tax dollars to support our City, the staff members, Mayor and Council and I need to ask.." What in the world is going on?" How is it you, Our City Council, treat your citizens with such a lack of respect? You knew about ALL of this back in December 2025 and you kept it hush/hush until it was leaked out that there was a Data Centre that was going to be built within our City and that it would affect each and every one of us.

Doing research after the fact is Not going to do one bit of good. Do your Research NOW!!!!

We sit on the Great Lakes. What are you thinking? The damage and continuous consumption of water day in and day out, is going to affect our ability to have fresh, clean, safe water and it will affect crops, Forests, fisheries and wildlife. What about the Power outages we will for sure experience? Who is going to eat that cost??? These Data Centre's don't employ a lot of people from Sault Ste. Marie. It is an A I Data Centre, it will be run almost 100% by Artificial Intelligence. How many jobs will be lost as a result of this? There will be a handful of employees at most...The only people that will get work (and it will be short-term Temporary Work) would be the Construction Workers who will build this Data Centre. Do you know how many people have become seriously ill After being forced to live anywhere near these Data Centres...and yes...that includes children.

Sault Ste. Marie deserves better and so does the rest of Ontario.

I am asking that my two Alderman, Corey Gardi and Matthew Scott, represent my wishes and my neighbour's wishes, not to mention thousands and thousands living in and around the Sault. To be clear, you will be affecting all Ontarians and Michigan residents that live in and anywhere near or around the Great Lakes.

In addition, we the residents and taxpayers of Sault Ste. Marie should have heard about this proposed A I Data Centre long before now And we sure as heck should have had letters mailed out informing us that a Meeting of this magnitude was taking place, along with where and when. It should have been sent out weeks ago to allow anyone that wanted to attend would be able to rearrange their schedules, so that they could have attended this meeting.

Thank you for your anticipated cooperation in this very serious matter.

Karen Beilhartz
Ward 5 Resident
Sault Ste. Marie, ON

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centres

From: Julie <julieHUDSON@bell.net>
Sent: Sunday, August 9, 2026 9:21 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centres

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

To the City Clerk,
As I'm unable to make the council meeting, I wanted to ensure that my feelings and thoughts were shared concerning the introduction of data centres in our community.
Without getting into a discussion about morality and the need for AI data centres in our culture, I'll focus on the massive environmental impact that this will ultimately have on our city.
Erin Brockovich has started a website tracking data centres across the US, ownership and energy usage. Here are a few snips of water and electricity usage according to: <https://www.brockovichdatacenter.com/facts-myths.html>

These numbers as applied to our City are alarming. Even in theory. To think that we might sacrifice these and other major, natural resources to fill some commercial need for data is very shortsighted. By agreeing to entertain data centres as a potential source of revenue (not employment), then we are agreeing to sell of our resources.

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Yes on 9.1, No on 9.5

From: Shane Erickson
Sent: Sunday, August 9, 2026 1:09 PM
To: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>
Subject: Yes on 9.1, No on 9.5

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

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Shane Erickson

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Vote - Moratorium

From: madison parniak
Sent: Sunday, August 9, 2026 2:00 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Cc: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>
Subject: Vote - Moratorium

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

Hi there,

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,
Madison Rose Parniak

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data Centre Sault Ste. Marie

From: Linda Mizzivl
Sent: Saturday, August 8, 2026 8:45 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data Centre Sault Ste. Marie

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

To whom it may concern,

I am writing to ask you to support the temporary "pause and plan" motion regarding data centre development at Monday's Council meeting.

This motion is not about stopping investment or discouraging economic development. It is about ensuring that Sault Ste. Marie makes informed decisions that protect the long-term interests of our community.

Large-scale data centres can have significant impacts on electricity infrastructure, water use, land use, noise, municipal services, and future economic development opportunities. These are issues that deserve careful study and thoughtful planning before approvals are considered.

Communities across North America, including Mississauga, Ontario, and Rocky View County, Alberta have recognized the importance of taking time to develop appropriate policies before proceeding with major data centre projects. They understand that a temporary pause provides an opportunity to establish clear expectations, engage the public, and ensure that any future development delivers meaningful benefits while minimizing risks.

Sault Ste. Marie should do the same. Decisions of this magnitude should be guided by sound planning, public consultation, and a clear understanding of the long-term implications, not by the pressure to move quickly.

Supporting this motion does not close the door on future data centre investment. It simply ensures that when decisions are made, they are made with the information, policies, and safeguards needed to serve the best interests of our city.

I respectfully urge you to support the pause-and-plan motion and demonstrate that Sault Ste. Marie is committed to responsible, transparent, and forward-looking decision-making.

Thank you for your consideration.

Respectfully,

Linda Mizzi

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Votes on Monday August 10, 2026

From: Sent: Sunday, August 9, 2026 10:12 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Votes on Monday August 10, 2026

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

I am a resident of the city of Sault Ste Marie, Ward 2. My postal code is XXX. I want my city councillors to vote Yes on Motion 9.1 to put a moratorium on AI data centres this Monday. Also I want my city councillors to vote No on Motion 9.5 to continue support for the RADS agreement.

Sincerely,

Judy Haldemann

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: A

From: Mikhal Muto <
Sent: Monday, August 10, 2026 2:29 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: A

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

I am a resident of the city of Sault Ste. Marie, Ward 5. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Mikhal Muto
Pre-Professional Artist

Canadian Musician Co-operative

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Moratorium on Datacentres

From: Ralph Barber <**Sent:** Monday, August 10, 2026 2:30 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Moratorium on Datacentres

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

I am a resident of the city of Sault Ste. Marie, Ward 1. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Ralph Barber

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Motions 9.1 and 9.5

From: Alya H
Sent: Sunday, August 9, 2026 10:10 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Motions 9.1 and 9.5

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

Good day,

Please forward to all council members before the City Council meeting on Monday evening.

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Alya Hussein

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: No to Arms deal!

From: >
Sent: Monday, August 10, 2026 9:23 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: No to Arms deal!

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

I should of included this in first email but I'd like to state no to the Arms deal. No matter how much profit it brings in it isn't worth the price of blood and pain. Please think before allowing a destructive force back into our community. There are other ways to make money and not include killing or hurting people. Thank you for your time.

From: Joshua A

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: AI moratorium

From: Steven Porte
Sent: Sunday, August 9, 2026 8:48 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: AI moratorium

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

I am a resident of the city of Sault Ste. Marie, Ward 03. My postal code is XX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,
Steven

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: AI Data Centres and Roshel

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

From: Vixie Vikken
Sent: Sunday, August 9, 2026 1:49 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: AI Data Centres and Roshel

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

Good day.

My name is Vixie Vikken (they/them). I am a resident of the city of Sault Ste. Marie, Ward 3. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI data centres this Monday (tomorrow). Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

I am opposed to using our resources on AI. And I'm also vehemently opposed to any deal that benefits Israel or ICE. We have a chance to make a difference. Please make the right choice.

Sincerely,
Vixie Vikken
Get Outlook for Android <<https://aka.ms/AAb9ysg>>

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Data centres and arms deal

From: James Watterworth <**Sent:** Monday, August 10, 2026 9:27 AM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Data centres and arms deal

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

I am a resident of the city of Sault Ste. Marie. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

James

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Roshel-Algoma Steel Partnership

From: Marie DellaVedova
Sent: Sunday, August 9, 2026 4:45 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Subject: Roshel-Algoma Steel Partnership

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

Dear Ms Tyczinski,

I am a resident of Sault Ste. Marie. I am writing regarding the matter of a partnership between Roshel Inc. and Algoma Steel.

I understand that the topic of the Roshel/Algoma Steel Partnership will be discussed at the City Council meeting on Monday August 10th.

I respectfully request that you send the following email message to the Mayor and members of City Council.

Roshel's light armoured vehicles have been exported to Ukraine (approximately 2,000 vehicles) and to the United States, where they have been used by Immigration and Customs Enforcement (I.C.E.).

Roshel also has an order for 30 light armoured vehicles destined for Israel. Export permit approvals have been delayed while the Government of Canada reviews the application under its obligations as a State Party to the Arms Trade Treaty (ATT). The ATT is intended to regulate the international trade in conventional weapons, promote international peace and security, reduce human suffering, and ensure that exporting states assess the risk that military equipment could contribute to serious violations of international humanitarian or human rights law.

The ATT requires Canada to assess whether proposed exports could undermine peace and security or be used to commit or facilitate serious violations of international humanitarian law, international human rights law, acts of terrorism, or transnational organized crime. Human rights organizations and anti-war groups have argued that approving export permits for armoured vehicles destined for Israel would be inconsistent with Canada's obligations under the Treaty. Organizations such as Peace Brigades International-Canada have also expressed concern that Canadian-made security equipment used by Israeli police and security forces in the occupied Palestinian territories is inconsistent with the intent of Canada's export control regime.

As City Council considers any partnership involving Roshel and Algoma Steel, it should carefully consider not only the potential economic benefits but also the ethical and reputational implications for our community. While export decisions are made by the federal government, municipal governments also have a responsibility to consider the broader public interest when supporting major industrial partnerships.

Council should ask whether creating jobs linked to the manufacture of military vehicles aligns with the values that Sault Ste. Marie wishes to promote. Economic development is important, but so too are investments that strengthen our community while contributing to peace, environmental sustainability, affordable housing, food security, renewable energy, and healthy living.

Canada has long been recognized internationally for its commitment to peacekeeping, diplomacy, and respect for international law. As our community plans for its economic future, City Council should prioritize industries that create good-paying jobs while supporting those values, rather than expanding our dependence on the global arms trade.

I respectfully urge Council to carefully examine the ethical, legal, and reputational implications of any partnership between Algoma Steel and Roshel before offering its support.

Thank you for your attention to this matter,

Sincerely,

Marie DellaVedova

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Yes on 9.1, No on 9.5

From: Shane Erickson
Sent: Sunday, August 9, 2026 1:09 PM
To: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>; City Clerk <cityclerk@cityssm.on.ca>
Subject: Yes on 9.1, No on 9.5

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

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,

Shane Erickson

Rachel Tyczinski

From: r.tyczinski@cityssm.on.ca
Subject: FW: Vote - Moratorium

From: madison parniak
Sent: Sunday, August 9, 2026 2:00 PM
To: City Clerk <cityclerk@cityssm.on.ca>
Cc: Luke Dufour <l.dufour@cityssm.on.ca>; Lisa Vezeau-Allen <l.vezeauallen@cityssm.on.ca>
Subject: Vote - Moratorium

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

Hi there,

I am a resident of the city of Sault Ste. Marie, Ward 2. My postal code is XXX. I wish for my city councillors to vote yes on motion 9.1 to put a moratorium on AI datacentres this Monday. Additionally, I wish for my city councillors to vote no on motion 9.5 to continue support for the RADS agreement.

Sincerely,
Madison Rose Parniak

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-113

PROPERTY SALE: A by-law to repeal By-law 2026-104 being a by-law to authorize the sale of surplus property at 72 Corey Avenue being legally described in PIN 31504-0364(LT) to Gary Fahrer and Marla Fahrer.

WHEREAS on June 22, 2026 City Council passed By-law 2026-104;

AND WHEREAS the by-law that was passed by City Council whose purpose was to authorize the sale of this surplus property no longer serves any purpose;

NOW THEREFORE 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 2026-104 REPEALED**

By-law 2026-104 is hereby repealed.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

lv\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL\\BY-LAWS\\2026\\2026-113 Repeal By-Law 2026-104 re Corey Avenue (Fahrer).docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-116

PROPERTY ACQUISITION: A by-law to authorize the acquisition of property located at civic 603 Sixth Line East, legally described as PIN 31508-0083(LT) PT SEC 8 TARENTORUS AS IN T352351; SAULT STE. MARIE (Ellwood Robinson Inc.).

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 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A"

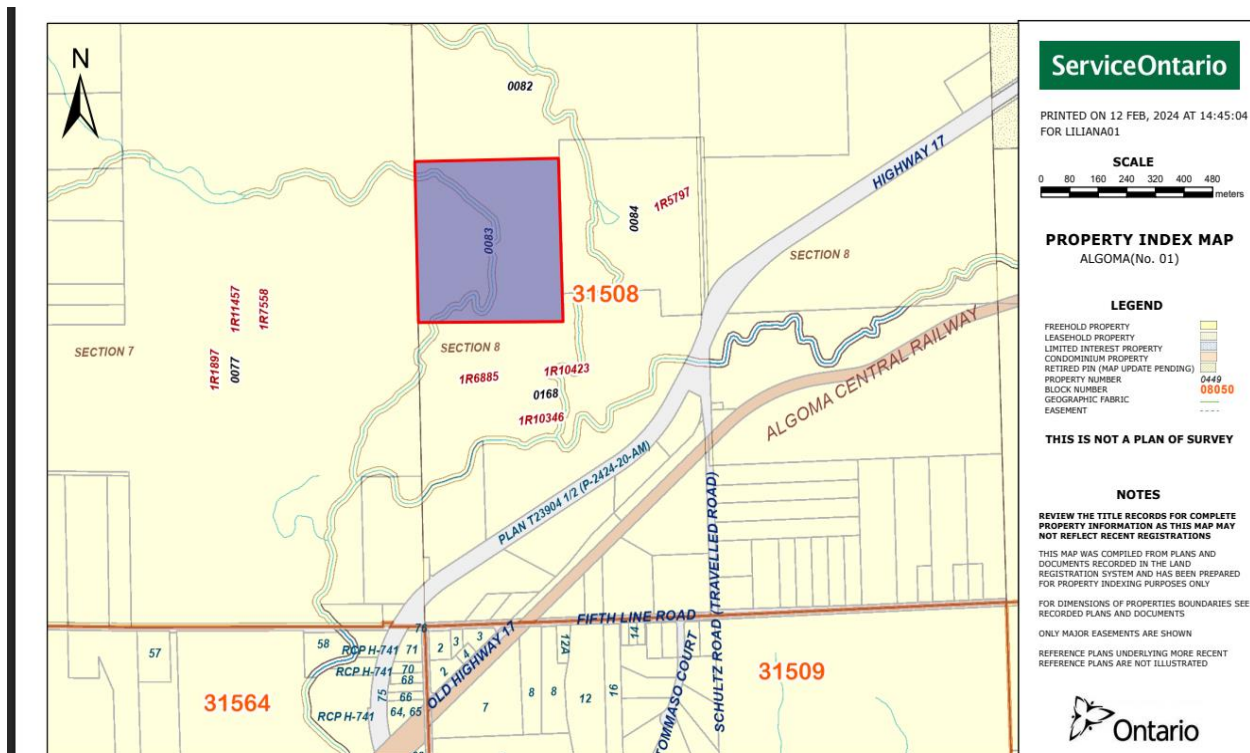
PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Ellwood Robinson Inc. (or as otherwise directed)

ADDRESS: 603 Sixth Line East

LEGAL DESCRIPTION: PIN 31508-0083 (LT) PT SEC 8 TARENTORUS AS IN T352351; SAULT STE. MARIE

CONSIDERATION: Five Hundred Thousand (\$500,000.00) Dollars (subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-121

ENGINEERING: 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 Transportation for the Connecting Links Program to provide funding for the resurfacing of Great Northern Road from Wigle Street to the North City Limit.

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 August 10, 2026 between the City and His Majesty the King in Right of Ontario as represented by the Minister of Transportation, a copy of which is attached as Schedule "A". This Agreement is for the Connecting Links Program to provide funding for the resurfacing of Great Northern Road from Wigle Street to the North City Limit.

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 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

ONTARIO TRANSFER PAYMENT AGREEMENT**CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT**

THE AGREEMENT is effective as of the last date upon which the Agreement is executed by the Parties (the "Effective Date").

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

("Ontario")

– and –

Corporation Of The City Of Sault Ste. Marie

(the "**Recipient**")

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a Highway or part of a Highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the Highway;

AND WHEREAS subsection 21(2) of the Act states that every such Highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25 as amended from time to time, states that a municipality that has jurisdiction over the Highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the Highway or bridge;

AND WHEREAS the Highway named in Schedule "A" to this Agreement is a Highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other

things the design and construction of any Highway or Bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1

Interpretation

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

"Act" means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

"Accommodation" refers to measures that are responsive to potential adverse impacts on established or credibly asserted Aboriginal or Treaty rights.

"Adjust the Funds" means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

"Agreement" means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

"Arm's Length" has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

"Auditor General" means the Auditor General of Ontario.

"BPSAA" means the *Broader Public Sector Accountability Act*, 2010, S.O. 2010, c.25 (Ontario).

"Bridge" means a public bridge, and includes a bridge forming part of a Highway on, over, under or across which a Highway passes.

"Business Day" means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

"Communications Protocol" means the protocol set out under Schedule "F" of this Agreement.

"Conflict of Interest" includes any and all circumstances where the Recipient or 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, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

"Connecting Link" means the Highway named in Schedule "A" to this Agreement that is a Highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

"Connecting Links Program" means the program administered by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

"Connecting Links Program Guide" means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program Guide 2026-27," as referred in Schedule "H" of this Agreement, as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

"Contractor" means any third-party contractor that the Recipient retains to undertake any part of the Work related to the construction of the Project.

"Consultant" means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the Work related to the Project.

"Contract" means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

"Delegation Letter" means a letter from Ontario to the Recipient where Ontario formally delegates the procedural aspects of consultation to the Recipient and identifies the Indigenous communities to which the Duty to Consult is owed.

"Duty to Consult" means the Crown's legal obligation to consult and, where appropriate, accommodate Indigenous communities when contemplating conduct that might adversely impact established or credibly asserted Aboriginal or Treaty rights, pursuant to s. 35 of the *Constitution Act, 1982*.

"Effective Date" means the date set out at Part B.1 of Schedule "B" of this Agreement.

"Eligible Costs" means the costs described in Part D.1 of Schedule "D" of this Agreement.

"End of Funds Date" means the date set out in Part C.3 of Schedule "C" of this Agreement.

"Event of Default" has the meaning given to it in section 15 of this Agreement.

"Expiration Date" means the date set out in Part B.4 of Schedule "B" of this Agreement.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario).

"Fiscal Year" means the period beginning April 1st in any year and ending on March 31st of the following year.

"Funds" means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

"Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

"Indemnified Party" means His Majesty the King in Right of Ontario, His Ministers, directors, officers, agents, appointees, servants and employees.

"Ineligible Costs" means the costs described under Part D.2 of Schedule "D" of this Agreement.

"Indigenous Community" means First Nation or Métis communities as specified in the Delegation Letter.

"King's Highway" means a Highway designated as a King's Highway by the Lieutenant Governor in Council pursuant to the Act.

"Maximum Funds" means the amount set out under Part C.1 of Schedule "C" of this Agreement.

"Minister" means the Minister of Transportation.

"Ministry" means the Ministry of Transportation and any employees employed therewith.

"Ontario" means His Majesty the King in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

"Parties" means Ontario and the Recipient.

"Party" means either Ontario or the Recipient, as the case may be.

"Person" if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

"Project" means the Work to be performed for the project described in Schedule "A" of this Agreement.

"Project Completion Date" means the date set out in Part B.3 of Schedule "B" of this Agreement.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A (Ontario).

"Reports" means the reports set out in section 13 of this Agreement and set out in Schedule "G" of this Agreement.

"Requirements of Law" means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

"Substantial Completion" has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario).

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

"Work" includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 The Agreement

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Indigenous Consultation Requirements

- "F" Communications Protocol
- "G" Reporting Requirements
- "H" Ministry of Transportation (MTO) Connecting Links Program Guide 2026-27 Intake 11

2.2 Conflict. In the event of a conflict between:

- (a) any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
 - (i) This document; and
 - (ii) The Schedules attached to this document.
- (b) Schedule "H" and any other of the Schedules that form part of this Agreement, Schedules "A" to "G" shall take precedent over Schedule "H".

2.3 Expiration Date Of Agreement. This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

2.4 Acknowledgement. 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 *Buy Ontario Act (Public Sector Procurement), 2025* (Ontario), *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) and the *Buy Ontario Act (Public Sector Procurement), 2025* (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 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; and
- (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 fiscal year.

SECTION 3

General Roles And Responsibilities of the Parties Under the Agreement

- 3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 *Ontario's Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards the Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.
- 3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion,

operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

3.6 INTENTIONAL DELETION

3.7 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project, in the event that its original financing situation should change;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

3.8 Asset Retention. The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

3.9 Behavior Of Recipient. The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals. For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement

3.11 Ontario May Impose Additional Conditions On The Recipient. Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 Funds

4.1 Use Of Funds. Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution. The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

4.3 Interest Earned By Recipient. The Recipient shall report to Ontario the amount of any

interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:

- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or
- (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

4.4 Cost Must Be An Eligible Cost. For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.

4.5 Ineligible Costs Shall Not Be Covered Under Agreement. Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.

4.6 Ontario May Declare Costs To Be Eligible. Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.

4.7 New Information. In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

4.11 Funds Are Part Of Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement is 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.

SECTION 5

Payment Under Agreement

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2026 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any requirements related to the Duty to Consult set out under this Agreement or in a Delegation Letter.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the project is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with His Majesty the King in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance

with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and

- (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

Recipient's Representations, Warranties, Covenants, Acknowledgements And Agreements

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections

6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

6.4 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 section 13; and
- (h) 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.

SECTION 7

Conflict of Interest and Confidentiality

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA The Recipient acknowledges that *FIPPA* and its regulations bind Ontario.

SECTION 8

Insurance

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the

Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured 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;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario) and for any and all liability for damages to property and injury to Persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

Limitation of Liability and Indemnification

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees, servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10

Acquisition of Goods and Services

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two

(2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

SECTION 11 Indigenous Consultation

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of Funds under Milestones #2 and #3 of the Milestone Payment Schedule found under section C.4.1 of this Agreement, is strictly conditional upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.

11.2 Recipient is Ontario's Delegate For Purposes Of Consultation With Indigenous Communities. By entering into this Agreement, the Recipient agrees Ontario may delegate the procedural aspects of any consultation obligations Ontario may have in relation to the provision of Funds to the Recipient as set out in the Delegation Letter and Schedule "E" of this Agreement. The Recipient, by signing this Agreement, accepts any delegation made by Ontario by a Delegation Letter and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the provision of Funds.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Indigenous Community identified by Ontario as being owed the Duty to Consult on behalf of Ontario in accordance with the Delegation Letter and Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Indigenous Community as well as any other directions Ontario may issue in relation to the Duty to Consult; and
- (c) Provide a detailed description of the Recipient's consultation with any Indigenous Community as set out under Schedule "G" of this Agreement.

11.4 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario, that Ontario has a Duty to Consult in relation to the provision of Funds, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of the Duty to Consult, nor that a particular aspect of consultation referred to in section 11.2 hereof is an aspect of the Duty to Consult that could not have been delegated to the Recipient.**SECTION 11.1.0**
limitation of liability – duty to consult**11.1.1 Funds not indicator of a Discharge of Duty to Consult.** The Parties agree the provision of Funds by Ontario shall not be construed as an indication of the satisfaction by, and shall not relieve, the Recipient of any obligation it may have to undertake engagement, consultation and/or accommodation with Indigenous Communities in relation to the Project.**11.1.2 Limitation of Liability for Ontario.** The Recipient agrees that Ontario shall not be liable to the Recipient for, and the Recipient hereby releases Ontario in respect of, any injury, loss, expense, delay or costs incurred or suffered by the Recipient as a result of any direct or indirect acts or omissions by any Person or party, including, without limitation, any acts or omissions of Ontario or those for whom it is responsible at law, that disrupts, stops or otherwise interferes with the Recipient's ability to perform its obligations pursuant to the Agreement.**11.1.3 Limitation as Estoppel.** The foregoing limitation of liability and release extends to any disruption, stoppage or other interference arising out of any legal action, court order, directive, settlement, roadblock, strike, labour action, or any other occurrence. This section 11.1.3 and section 11.1.2 may be pleaded as an estoppel in any court of law by Ontario.**SECTION 12**
Communications**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.**SECTION 13**
Reports**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as

Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

13.3 Compliance Attestation. The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14

Records, Inspection, Audits and the Provision of Information

14.1 Record Retention. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time. Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

14.3 Audits. Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or Contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15

Default and Termination

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened; or,
 - (vi) the Recipient brings an action or seeks compensation from Ontario in respect of any matter to which the release and limitation of liability described in section 11.1.0 of this Agreement.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to,

and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

- 15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.
- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16

General Provisions

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party Contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a Person who

indicates in writing that he or she has specific authority to provide such a waiver.

- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other Person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

16.15 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any Person hired by the Recipient to speak or correspond with any employee or other Person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*, S.O. 1998, c. 27, Sched.;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To His Majesty The King In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to His Majesty the King in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 His Majesty the King In Right Of Ontario May Charge Interest. His Majesty the King in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to His Majesty the King in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by His Majesty the King in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act*, R.S.O. 1990, c. F.12 (Ontario) or the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

- 16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.
- 16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.
- 16.23 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 10.7, 16.4, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule "B" of this Agreement and Schedules "E" and "F"; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

_____	_____
Name:	Date
Title: Minister	

I have the authority to bind the Crown.

Corporation Of The City Of Sault Ste. Marie

_____	_____
Name: Matthew Shoemaker	Date
Title: Mayor	

AFFIX CORPORATE
SEAL

_____	_____
Name: Rachel Tyczinski, City Clerk	Date
Title: Chief Administrative Officer (CAO) /or Clerk	

I/We have the authority to bind the Recipient.

SCHEDULE "A"
Project Description

Application Project Name: Resurfacing of Great Northern Road from 500m north of Wigle Street to the north City Limit.

Approved Project Name: Resurfacing of Great Northern Road from 500 metres North of Wigle Street to the North City Limit.

Project Description:

The project proposes a completely new asphalt surface as well as isolated, minor concrete bridge repairs to the two bridges within the project limits.

Project Description Details (from Application):

The project proposes a completely new asphalt surface as well as isolated, minor concrete bridge repairs to the two bridges within the project limits. No subsurface work is proposed. Private property accesses and road intersection approaches will be rehabilitated as required within the road right-of-way limits. Final design will determine what pavement recycling methods and asphalt mixes will be employed. The surface course asphalt will be new material, followed by permanent lane line markings. A project schedule is attached.

SCHEDULE "B"

Operational Requirements Under The Agreement

Part B.1 – Effective Date Of Agreement

B.1.1 Effective Date Of Agreement. The Effective Date of this Agreement is the date in which the Province signs the Agreement.

Part B.2 – Insurance Requirements

B.2.1 Insurance Requirements. The Recipient or its agent(s) shall have no less than five million dollars (\$5,000,000.00) in general commercial liability insurance per occurrence.

Part B.3 – Project Completion Date

B.3.1 Project Completion Date. The Project shall be completed no later than December 31, 2027. For clarity this means Substantial Completion must have occurred and the project construction Work must have been completed.

Part B.4 – Expiration Date

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2028.

Part B.5 – Notice and Contact

B.5.1 Notice And Contact Information. Notices under this Agreement shall be sent in accordance to the following:

To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4 Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca	To Recipient: Corporation Of The City Of Sault Ste Marie 99 Foster Drive SAULT STE. MARIE, ON, P6A5X6 Attention: Carl Rumiel, Director of Engineering Telephone: 705-759-5379 Fax: Email: c.rumiel@cityssm.on.ca
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

Part B.6 – Asset Retention Period

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify Ontario in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. Except where the disposal of an asset is after the five (5) year asset retention period identified in B.6.2, the Recipient shall not dispose of any assets purchased, constructed, rehabilitated, or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

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SCHEDULE "C"**Financial Information For The Project****Part C.1 – Maximum Funds**

C.1.1 Ontario's Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to **Three Million Seven Hundred Forty-Two Thousand Nine Hundred Seven Dollars (\$3,742,907)** in Funds for Eligible Costs for the Project (the "Maximum Funds"). The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

Project's Estimated Total Net Eligible Costs: \$4,158,784.67
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at 90% for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

"**Total Net Eligible Costs**" means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2026 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

Part C.2 – Holdback

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient's Final Report, upon after which Ontario shall pay the holdback to the Recipient.

Part C.3 – End of Funds Date

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2028.

Part C.4 – Payment Of Funds

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Milestone 1: Upon receipt and acceptance by MTO of first Contract Award Report to initiate project.	An amount up to fifty percent (50%) of the Maximum Funds	Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2026.
Milestone 2: Upon receipt and acceptance by MTO of the Substantial Completion Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	An amount up to eighty-five percent (85%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.	Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the Fiscal Year of Project Completion).
Milestone 3: Upon receipt and acceptance by MTO of the Final Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.	Using the same method of calculation as in Milestone 2, (i) The balance of the Funds, if any, to the limit of the Maximum Funds, or (ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.	Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.

Part C.5 – Limit On Ontario's Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

SCHEDULE "D"

Eligible And Ineligible Costs

Part D.1 – Eligible Costs

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule "D" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Indigenous Community, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Indigenous Community, but does not include any capacity funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (g) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "F" of this Agreement; and
- (h) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

Part D.2 – Ineligible Costs

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2026 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Indigenous Communities (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of Accommodation for any Indigenous Community unless specifically approved by Ontario in writing prior to being incurred.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE "E"

Indigenous Consultation Requirements

Part E.1 – Purpose

E.1.1 Purpose. This Schedule sets out the responsibilities of the Recipient in relation to consultation with Indigenous Communities on the provision of Funds, and to delegate procedural aspects of consultation from Ontario to the Recipient.

Part E.2 – Responsibilities of the Recipient

E.2.1 Recipient's Responsibilities. If the Recipient is delegated the procedural aspects of the Duty to Consult through a Delegation Letter, the Recipient is responsible for:

- (a) Giving notice to the Indigenous Communities regarding the Project as identified in the Delegation Letter, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Indigenous Communities regarding the Project and advising of the details of the same;
- (c) Informing the Indigenous Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (d) Making all reasonable efforts to build a positive relationship with the Indigenous Communities in relation to the Project;
- (e) If appropriate, providing reasonable financial assistance to Indigenous Communities to permit effective participation in consultation processes for the Project, but only after consulting with Ontario in accordance with D.1.1(e);
- (f) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Indigenous Communities, maintaining summary documentation showing the issues raised by the Indigenous Communities and any responses the Recipient has provided;
- (g) Where an Indigenous Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (h) Where appropriate, discussing with the Indigenous Communities potential accommodation, including mitigation of potential impacts on established or asserted Aboriginal or treaty rights regarding the Project and reporting to Ontario any comments or questions from the Indigenous Communities that relate to potential accommodation or mitigation of potential impacts;
- (i) Consulting regularly with Ontario during all discussions with Indigenous Communities regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures; and

- (j) Complying with any other responsibilities set out in the Delegation Letter.

E.2.2 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Indigenous Communities in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Indigenous Community in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Indigenous Communities regarding the Project and provide copies to Ontario of any documentation received from Indigenous Communities;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Indigenous archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Indigenous Communities, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Indigenous Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.2.3 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Indigenous Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of the Duty to Consult by Ontario, to the relevant regulatory or judicial decision-makers.

E.2.4 Indigenous Consultation Plan. Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Indigenous consultation plan ("Indigenous Consultation Plan"). If Ontario provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Indigenous Consultation Plan.

E.2.5 Changes to the Plan. The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

E.2.6 Indigenous Consultation Records. If consultation with Indigenous Communities is

required, the Recipient will maintain an Indigenous consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to Ontario under this Agreement.

Part E.3 – General

E.3.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Indigenous consultation or the Duty to Consult that may be imposed by a ministry, board, Crown Agency, or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements.

Part E.4 – Notice and Contact

E.4.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the Person identified under Part B.5 of Schedule B.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE "F"

Communications Protocol

Part F.1 – Introduction

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

Part F.2 – Project Signage

F.2.1 Project Signage: The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

Part F.3 – Media Events

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events

and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

Part F.4 – Printed Materials, Website, Photo Compilations, Award Programs And Awareness Campaigns

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

Part F.5 – Issues Management

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

Part F.6 – Communicating Success Stories

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

Part F.7 - Disclaimer

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE "G"**Reporting Requirements****Part G.1 – Reports Requirements**

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the Project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2026.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for Project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.	Twice a calendar year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 st of the Fiscal Year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE "G" Continued**Part G.2 – Revised Budget Report****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to Ontario within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full below]

_____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE "G" Continued**Part G.3 – Progress Report****PROGRESS REPORT**

For projects which will be completed in one year, a progress report is due on or before July 15 of the fiscal year (April 1st to March 31st) to which this agreement applies. For projects which require two or three years to complete, this report is due twice a year on or before January 15 and July 15 each year for the term of the agreement. *Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

Please provide information in format below and attach to this report.

Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE "G" Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
<i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____

Date: _____

SCHEDULE "G" Continued**Part G.4 – Substantial Completion****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, His Majesty the King in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the Work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed Work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the Work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the Work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____
 Of _____
 in the _____
 of _____ this _____
 day of _____ A.D. 20__

_____ (Deponent)

 A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE "G" continued**Part G.5 – Final Report****FINAL REPORT**

*Final Reports are to be completed and submitted to Ontario **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule "D".

Municipality Name:

Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

--

SCHEDULE "G" continued**Section 2. Financial Information**

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds	\$	\$

*For all invoices attached, please provide information in format below **and attach to this report.***

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE "G" continued**Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project? (Select any that apply)**

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

2. Describe how the Work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.***3. Describe any economic or other benefits of the project for your community.** *If required, you may attach information on separate page and attach to this report.***4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.**

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publicly posted by: [Month] [Year]

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Section 4. Indigenous Consultation

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Indigenous communities and/or Indigenous archaeological resources were located with respect to this Project

☐ Yes ☐ No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with consultation involving Indigenous communities

Notice about this Project, as well as a full Project description, was provided to the

☐ Yes ☐ No

SCHEDULE "G" continued

identified Indigenous communities making them aware of the opportunity to provide comments about the Project and its potential impacts on established or asserted Aboriginal and/or treaty rights

A copy of any correspondence/information between the Recipient and any Indigenous communities was forwarded to the Province of Ontario.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) or concern(s) identified by any Indigenous communities.

☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature
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Confidentiality

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>Name of Authorized Official:</i>	
<i>TITLE:</i>	
<i>Date:</i>	



Ministry of Transportation (MTO) Connecting Links Program 2026 - 2027

Guide

July 2025

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Section 1 – Purpose

The Ministry of Transportation's **Connecting Links Program** provides dedicated provincial funding for road and bridge projects on designated connecting link highways.

The Connecting Links Program has been re-designed to provide a sound basis to make provincial funding decisions and ensure that provincial financial accountability and asset management requirements are met. Through a structured application process all applicants are considered in a consistent and transparent manner.

This Program Guide has been prepared to assist connecting link municipalities in completing and submitting the application. The guide includes legislation that applies to connecting links, a detailed description of the scope of work eligible for funding and the requirements for detailed information on connecting link condition and improvement needs.

Applicants are encouraged to contact their local regional office to ask any questions before submitting an application.

The ministry will review all submissions and will notify successful and unsuccessful applicants after funding decisions are made in early 2026.

Funding decisions will be based on an assessment of connecting link needs, the ministry's prioritization of submitted projects and the available budget in any year.

Section 2 – Objectives

The objectives of the program are to make connecting link investments that:

- Address critical connecting link improvement needs;
- Extend the life of the asset;
- Are cost effective and appropriate to address the connecting link need; and
- Ensure the safe and efficient movement of provincial traffic.

The ministry will prioritize projects that best meet these objectives and focus on addressing critical and urgent connecting link needs first. The Connecting Links Program requires that municipalities submit detailed information on all connecting link road section and structures. This will enable the ministry to assess the current and future state of connecting link infrastructure and determine how to best target connecting link investments on a multi-year basis.

Section 3 – Connecting Links Policy

Connecting links are municipal roads that connect two ends of a provincial highway through a community or to an international or interprovincial border crossing. These are critical roadways that serve provincial and municipal interests, as they carry long-distance provincial highway traffic moving through communities, as well as local traffic within the community.

Connecting links are formally designated under section 21 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P. 50 as amended. Under the Act, a connecting link remains a "highway" under the jurisdiction and control of the municipality.

Connecting links are typically under the ownership of a lower tier municipality or a single tier municipality. Where a connecting link intersects with an upper tier highway, the intersection remains under the jurisdiction and control of the upper tier municipality. These intersections are eligible for funding under the Connecting Links Program.

The Connecting Links Program provides funding for eligible capital improvement costs – not maintenance. The responsibility for maintenance of connecting links lies with the municipality. Under section 44 of the *Municipal Act*, R.S.O. 2001, the municipality that has jurisdiction over a highway or bridge must keep it in a reasonable state of repair.

Ontario has set out Minimum Maintenance Standards for municipal highways, including connecting links, under the *Municipal Act*. Ontario Regulation 239/02 provides municipalities with guidelines for maintaining municipal highways including winter maintenance, roadway and sidewalk surface condition, traffic control signal systems, regulatory and warning signs, etc.

Ontario Regulation 104/97 of the *Public Transportation and Highway Improvement Act* requires that municipalities visually inspect bridge structures with a span of greater than or equal to three metres (in the direction of traffic) at least once every two years by, or under the direction of, a professional engineer. To be eligible for the Connecting Links Program, municipalities will be required to submit a Municipal Structure Inspection report to MTO every two years for each connecting link bridge and culvert three metres or greater in length (in direction of traffic) as they are completed.

The ministry has the authority under the *Bridges Act* 1990, c. B.12, to approve connecting link bridge projects. MTO will review structure inspections on an ongoing basis and assess proposed structure projects to ensure that critical structure needs on connecting links are addressed.

Under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the ministry has the authority to approve all municipal by-laws and traffic control signals that restrict or interrupt the flow of through traffic on the connecting link highway including, but not restricted to:

- Limiting weight on bridges;
- Erection of traffic controls and pedestrian signal systems; and
- Regulating motor vehicle traffic on connecting links.

Appendix 1 includes sections of legislation that applies to connecting links. Municipalities should consult with the ministry to ensure that necessary approvals will be in place prior to connecting link funding being granted.

Section 4 – Program Overview

Which municipalities are eligible?

The Ministry of Transportation's Connecting Links Program provides dedicated provincial funding for road and bridge projects on connecting link highways designated under the *Public Transportation and Highway Improvement Act*.

All 77 Ontario municipalities with designated connecting links are eligible for funding. Eligible municipalities and designated connecting link road sections are listed in **Appendix 2**.

A municipality with one designated link is permitted to submit one project per year. A municipality that has more than one designated connecting link may submit a maximum of two projects per year. If submitting for two projects however, each application must be for a project located on separate connecting link sections as identified in **Appendix 2**. No more than one application per connecting link section is permitted by a municipality.

What amount of funding can be requested?

NOTE – New to the 2026-27 Connecting Links Program year, the maximum amount of funding available for eligible Connecting Link **Road** projects has increased from a maximum of \$3 million per project, to a maximum of \$5 million per project. The maximum amount of funding available for eligible Connecting Link **Bridge** projects has increased from a maximum of \$5 million per project, to a maximum of \$7 million per project. This funding increase is only applicable to those projects approved for the 2026-27 program year, and which will start after April 1, 2026. This funding increase is **not** retroactive, and does not apply to, or have any impact on, the established budgets of projects approved in previous program years, or to any projects already underway. Eligible road and bridge project costs also remain unchanged from previous intakes (refer to Section 5 / Appendix 3 for eligibility details).

Connecting links serve both provincial and local traffic needs; therefore, a provincial-municipal cost sharing partnership is considered appropriate.

The ministry will provide funding for up to 90% of total eligible project costs. The maximum amount of funding for eligible costs is \$5 million per road project, and up to \$7 million per bridge project. Project proposals should include a detailed scope of work and cost estimates.

The applicant is required to contribute the remaining 10% of eligible project costs and pay for all ineligible project costs. The municipality cannot use capital funding from any other capital application program for the same road or bridge project funded under the Connecting Links Program.

Despite the foregoing, general formula based, or other non-application-based funding revenue received from other provincial or federal sources may be used towards a municipality's 10% contribution.

When would funding be provided?

Once funding decisions are made, the ministry will notify successful applicants that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2026. The ministry will provide a

Contribution Agreement following the Minister letter.

The execution of the Agreement is required before payments can be made. Payments will be made on a milestone basis (refer to Section 8).

Section 5 – Project Eligibility

What are eligible connecting links projects?

The Connecting Links Program provides funding for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure. Maintenance costs, including winter maintenance, are not eligible for funding.

Connecting Links projects may be one, two, or three years in duration. Applications for projects with a forecasted completion time greater than 3 years will not be considered. Regardless of the duration, award of the first contract related to the project must occur within the first year of the project. See Sections 8 and 9 for additional information regarding milestones.

A municipality may submit for detailed design and construction as one project; or alternatively, a municipality may submit detailed design for funding as a separate project prior to construction. In the case of the latter, however, the ministry cannot guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

Expansion projects (road widening) resulting from general traffic growth (provincial and municipal), will be considered eligible projects. However, the costs for improvements directly related to increased traffic from new development or major expansion of an existing development continue to be the responsibility of the municipality (and/or the developer).

As noted below, land acquisition and the cost of municipal infrastructure within the connecting link right-of-way are not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc.

The proposal must not include multiple projects, e.g., projects on separate roads or structures that are not connected. Proposals can include various related works such as road reconstruction and storm sewer repair; road and intersection improvements; multiple spans on one structure; and, structure replacement and approach road improvements like guiderail.

NOTE: The same connecting link **road or bridge** project cannot be submitted under both the Connecting Links Program and another capital application program. A municipality may, however, submit an application for **water or wastewater** work on a connecting link under another funding program. If the same **road or bridge** project is submitted under multiple capital application programs, it will become ineligible for funding under the Connecting Links program.

Projects already underway or awarded at the time of the application period will be deemed ineligible for the program.

What project costs are eligible/ineligible for reimbursement?

Funds can be used for:

- Environmental Assessment costs
- Design/Engineering costs
- Project Management/Contract Administration costs
- Materials
- Construction

Funds cannot be used for:

- Costs incurred before project approval or after committed project completion date
- Land acquisition
- Leasing land, equipment, buildings and other facilities
- Financing charges
- Legal fees

Appendix 3 outlines the scope of eligible work for connecting link projects with more specific requirements detailed in Annexes A-G of **Appendix 4**. MTO encourages municipalities to consider sustainable construction practices for connecting link projects as described in **Appendix 5**.

The connecting link right-of-way typically includes some municipal infrastructure that is not eligible for funding under the

Connecting Links Program, such as watermain, sanitary sewers, utilities, etc. The municipality is responsible for costs related to these assets and all other ineligible items.

During the course of performing the eligible road or bridge work, damage may occur, or it may be necessary to disturb, remove, or temporarily construct some components of municipal infrastructure in order to effectively complete the project. Examples of this may include, but are not limited to, curbs, sidewalks, property entrances, and temporary fencing. In these cases, the cost of restoring or replacing these items to a functional working condition may be considered an eligible expense.

Municipalities should consult with MTO regional offices (listed in Section 10) to seek clarification on eligible project costs before submitting an application.

What are the eligible project net costs?

The application form requires that the applicant indicate the eligible project net costs, which is the eligible project costs under the Connecting Links Program, *excluding the HST rebate that the municipality expects to receive*. The maximum provincial funding contribution will be 90% of the net eligible costs up to a maximum of \$5 million per road project, and up to \$7 million per bridge project. It is the applicant's responsibility to determine the HST rebate.

Section 6 – Application Submission

The Connecting Links Program has a one-stage application process, where eligible connecting link municipalities are requested to submit specific project information through a standard application form along with supporting documents.

Where can I obtain an application?

The information on how to submit an application is available online at:

<https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For more information, please call the Program Coordinator at 289-241-8354 or reach out to your local regional Ministry of Transportation office contact, listed in Section 10 of the Program Guide. You can also send an email to the program email address: CLProgram@ontario.ca.

When are applications due?

Applications are due by Thursday, November 13th, 2025, at 5:00 p.m. Eastern Standard Time (EST).

How are applications submitted?

For the 2026-2027 Connecting Links Program Year

Connecting link applications must be submitted through the Transfer Payment Ontario portal. Transfer Payment Ontario (TPON) is a web-based funding management system that provides transfer payment applicants and recipients with a self-service portal to apply for funding.

Follow the steps listed at <https://www.ontario.ca/page/get-funding-ontario-government> to access the TPON portal. This site is best viewed using the Google Chrome Browser.

You can use Transfer Payment Ontario to:

- register, complete, and submit connecting link applications for funding
- find information about other funding opportunities available to your municipality
- check the status of your active submissions.

For assistance, please contact TPON Client Care at 416-325-6691 or 1-855-216-3090 or TPONCC@Ontario.ca.

Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time. TTY/Teletypewriter (for the hearing impaired): 416-325-3408 / Toll-free: 1-800-268-7095.

Section 7 – Project Application

Municipalities are required to complete a project application form to be eligible for connecting link funding. This will provide a consistent basis for the ministry to assess the proposed project and the municipality's multi-year connecting link needs.

In addition to the application form, municipalities must submit a council resolution (template available upon request) that:

- a) demonstrates council's support of the project identified in application;

- b) confirms that capital funding is available for the municipal contribution component;
- c) indicates that if the application is successful, that the municipality will proceed with the project in accordance with the timelines specified in the application.

Application Requirements

Application Section	Requirements
1. Contact Information	Municipality name, mailing address and authorized contact person (Public Works Manager, CAO, Clerk, etc.).
2. Project Information	Project Title (include municipal road name) and Project Type (e.g., road resurfacing, road reconstruction, bridge rehabilitation or replacement). Fiscal Year of project completion.
3. Project Location	Description of the project location (start and end points, length, width, latitude and longitude coordinates). Include a map to scale.
4. Project Description	Description of the project outline of scope of work and provide a schedule. The outline of the scope of work should include whether in water work, excavation, ground disturbance, or site clearance is anticipated. If available, provide a detailed proposal and costs as supporting information. If a bridge project over or under a railway, include specifics such as a railway access plan or any discussions with the railway to facilitate the project.
5. Project Rationale	How project addresses critical connecting link needs or extends the life cycle of the asset.
6. Project Innovation/ Sustainable Construction Practices	Where applicable - Identify any innovative or sustainable construction practices that will be applied in the design and construction of the project that will maximize the lifecycle of the asset, demonstrate good environmental stewardship, mitigate future climate change impacts or reduce environmental or traffic impacts. Examples include: culvert re-lining instead of full culvert replacement, reduction in the use of new aggregates in asphalt, or use of higher quality asphalt materials.
7. Project Readiness	List of any regulatory decisions, approvals, licenses, authorizations, agreements, etc., completed or required by the provincial or federal governments. Provide any additional details on work conducted or consultations undertaken to obtain approvals, agreements etc. that would expedite your project. If the project includes a traffic control signal, municipalities are required to seek MTO approval of the technical warrants for traffic signals and/or pedestrian crossings before submitting the project. Specifically address how the project complies with or will comply with the Environmental Assessment Act (e.g. Class Environmental Assessment completed, Class Environmental Assessment to be completed or project exempt from Environmental Assessment Act)
8. Milestone/Timelines	Key dates for the program including milestones for payments.
9. Timeline Risks and Mitigation Strategies	Risks, length of possible delay and mitigation strategies to ensure that project will be completed on schedule.
10. Project Financial Information	Total Project Costs, Eligible Project Costs, Provincial Funding Requested (maximum 90%) and sources for financing the municipal share of project costs (10%).
11. Project Cost Details	Estimated project costs (including HST) by fiscal year and project activity e.g., design, construction, contract administration, etc. MTO will fund up to 90% of the Total Net Eligible Costs.
12. Construction Cost-Shared Items	Estimated costs for any work items to be paid for by the municipality or charged to others e.g., utilities and railway. Provide an explanation for each item.
13. Asset Management Planning	Confirm that a comprehensive Asset Management Plan has been completed. If not previously submitted, or if there is updated information, provide structure inspection reports, and provide detailed information on the condition and ten-year needs for all of the municipality's connecting link road sections and structures.
14. Supporting Information	If available, provide a detailed Project Proposal and Costs. Indicate what studies/reports have been completed to support the project.

15. Duty to Consult Indigenous Communities	The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights. The ministry requires the applicants to respond to a set of questions listed in the application form. At the ministry's own discretion, the ministry may delegate to the applicants the procedural aspects of the Crown's duty to consult.
16. Declaration	Certification by municipal official that: • The submitted Application meets the requirements of MTO's Connecting Links Program as described in the Program Guide; • A comprehensive Asset Management Plan including connecting links has been completed and publicly posted; • The municipality will comply with the conditions that apply to designated connecting links under the <i>Highway Traffic Act</i> to ensure the safe and efficient movement of provincial traffic; • The project put forward in the application will be completed and the milestones met as stated in the Application; and • The Application is complete and factually accurate.
17. Documents to be Submitted	List of documents to be submitted along with application form. Use appropriate document titles, for example: "Municipality Name_Application_1", "Municipality Name_OSIM_Structure_1", "Municipality Name_CL_Road Inventory", "Municipality Name_Project _ 1"

What are the Application Asset Management Plan requirements?

There are four asset management planning requirements for connecting link municipalities.

1. Asset Management Plan

Municipalities applying for connecting link funding must have a recently completed and publicly posted asset management plan indicating the asset condition, capital and maintenance needs, investment priorities and financial strategy for all core infrastructure which includes road, bridge, water and wastewater assets.

If the applicant has previously provided a municipal asset management and there are no updates, there is no need to resubmit the same asset management plan. If the applicant has updated the plan or if it's the first time applying to the Connecting Links Program, the applicant is required to provide access to the plan.

2. Connecting Link Structure Inspection

Municipalities are required to submit a Municipal Structure Inspection Manual (OSIM) or equivalent inspection report every other year for each connecting link bridge and large culvert three metres or greater in length (in the direction of traffic).

If the applicant has previously submitted all current Municipal Structure Inspection Forms, there is no need to resubmit the inspection forms. However, if there are updated inspections they should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide inspection forms for all connecting link structures.

3. Connecting Link Asset Inventory, Conditions and Needs

Municipalities are required to submit detailed asset data on all connecting link road sections and structures (three metres or greater in length in the direction of traffic) under its jurisdiction. A map must be provided showing all connecting link road sections and structures. The map must indicate connecting link street and intersecting street names and other landmark references.

If the applicant has submitted all structure and road data within the last two-years, this information does not need to be resubmitted. However, where the information has been updated, it should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide this information for all connecting link road sections and structures.

Appendix 6 includes the specific connecting link road section and structure data that must be submitted. The applicant shall submit this information in Excel or equivalent data file(s) that the ministry can import into Excel.

4. Connecting Link Maintenance Plan/Strategy

Applicants are required to indicate that there is an ongoing maintenance plan or strategy for connecting links. Effective maintenance of connecting link roadway and structures is critical to prevent premature deterioration of the asset and defer the need for costly rehabilitation or reconstruction. Examples include routing and sealing of cracks to prevent water entering the pavement structure and washing bridge expansion joints on a routine basis.

Applicants are also required to indicate that there is an ongoing inspection program to assess road sections and structures using sound condition ratings such as a Pavement Condition Index or Bridge Condition Index. Applicants should describe their methodology. All applicants are required to submit this information.

What are the requirements for Indigenous Community Consultation?

The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights (the "duty to consult").

If triggered, the duty to consult has both informational and response components, and the Crown's duty to consult can vary widely and depends on the specific circumstances of the contemplated decision or action. The scope of the Crown's consultation obligations are determined by the strength of the claim to an asserted Aboriginal or Treaty right, and the potential impact of the proposed Crown conduct or decision on the established or asserted right.

Consultation generally involves providing timely and accessible information to the Indigenous community on the proposed Project, obtaining information from the Indigenous community on how their rights could be potentially affected if the Project were to go ahead, and determining how to address these concerns, including attempting to avoid, minimize, and/or mitigate adverse impacts on Aboriginal or Treaty rights.

Ontario has an obligation to assess whether or not the duty to consult is triggered by the funding of the Project. To assist, the application requires municipalities to indicate whether they have already consulted with Indigenous communities about the proposed Project. Applicants should identify any potential impacts to rights which may trigger the duty to consult. This includes any information about assertions or claims made to the municipality by Indigenous communities, and any concerns raised during previous consultation activities and how those were addressed. Additionally, the application requires the municipality to provide information on the characteristics of the land where the project is to take place and specific project activities and the potential for the project to adversely impact wildlife species.

The ministry will work with applicants as needed if the ministry determines that the duty to consult is triggered and may delegate the procedural aspects of the duty to consult to applicants. The ministry may assist with the consultation process where appropriate. It is expected that applicants should advise the MTO if there is a potential for the duty to consult to be triggered, and whether the applicant has already carried out consultation activities with potentially impacted Indigenous communities. Where this consultation is required, the applicant should appropriately plan and budget for this work as part of the project costs.

For more information on Ontario's duty to consult Indigenous communities, refer to the Duty to consult with Aboriginal peoples in Ontario web page at: <https://www.ontario.ca/page/duty-consult-aboriginal-peoples-ontario>.

How will applications be assessed?

Projects will be assessed on the basis of:

- Project criticality based on connecting link deficiencies and/or renewal needs;
- Project urgency based on stated 10-year deficiencies and risk assessment;
- Cost-effective and appropriate project to address stated connecting link need;
- Appropriate project activities and costs under the Connecting Links Program;
- Supporting documentation: asset management plan, bridge inspection reports, detailed project proposal, engineering studies/plans, etc.; and,
- Potential coordination with adjacent, concurrent provincial highway project.

MTO will prioritize projects that best meet the objectives of the Connecting Links Program, addressing critical and urgent connecting link needs first.

Funding decisions will take into consideration the ministry's prioritization of the projects, regional connecting link needs and the available budget in any year.

Will a municipality be notified if its application is unsuccessful?

Yes, both successful and unsuccessful applicants will be notified by the Ministry of Transportation after funding decisions are made. Unsuccessful municipalities are encouraged to contact their regional MTO representatives for feedback regarding their unsuccessful projects.

Section 8 – Contribution Agreement

The Contribution Agreement is a legal agreement that outlines the rights, responsibilities and obligations of the province and the municipality and includes various Schedules, e.g., project costs, milestones/timelines, reporting requirements, etc.

MTO will notify successful applicants by Minister letter that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2026. The ministry will provide the Contribution Agreement following the Minister letter. The execution of the Agreement is required before payments can be made.

The signatures of the Head of Council and the Minister of Transportation are necessary to execute the agreement. Municipalities are encouraged to obtain Head of Council signature as soon as possible to avoid delay in milestone payments. Once co-signed by the Minister, the fully executed (signed by both parties) Contribution Agreement will be available in the TPON system for municipalities to download and save for their records.

NOTE – New to the 2026-27 Connecting Links Program year, a third Council resolution will no longer be required to accompany the Contribution Agreement as long as the signature of the Head of Council is used to execute the Contribution Agreement.

How will the provincial funding flow?

Funding will be provided for eligible project costs on a milestone payment approach:

- Contract Award – 50%
- Substantial Completion – 35%
- Final Report – 15%

In order to be paid at these milestones it is critical that the project be completed on the submitted schedule. In the Application Form, the applicant is required to indicate the fiscal year of completion and any timeline risks, how the long the delay could be and provide mitigation strategies. Schedule risks include the time required for tendering, delays due to regulatory approvals or third-party agreements, utility relocates, inclement weather, etc. If the schedule risks are significant, consideration should be given to extending the project completion over two or three years. The ministry will approve the multi-year funding on this basis.

Funded municipalities will be required to state their anticipated dates for Contract, Substantial Completion and Final Report. These milestones must be achieved by specific timelines as follows:

Milestone 1: Award of First Contract	By June 30, 2026
Milestone 2: Substantial Completion	By December 31 of Fiscal Year of Completion
Milestone 3: Final Report	By March 8 of Fiscal Year of Completion

Milestone payments will be disbursed once the ministry has accepted the Milestone Report. The first payment will be made once the contribution agreement has been signed by both parties (spring/summer of 2026) and Milestone 1 has been submitted to MTO for review. The Substantial Completion and Final Report payments will be made based on the actual incurred costs up to the approved funding amount. Cost overruns are not eligible for funding. Any unused funding must be returned to the Government of Ontario.

Required Contribution Agreement Schedules

Agreement Schedule	Description
A. Project Description	Description of the type of project and scope of work.
B. Operational Requirements	Agreement Effective Date, Project Completion Date, Agreement Expiration Date, Insurance Requirements, etc.
C. Financial Information	Maximum Provincial Funding Amount and Provincial Contribution (90%), Milestone Payment terms, etc.
D. Eligible and Ineligible Costs	Eligible and Ineligible General Costs and Eligible Specific Project Costs under the Connecting Links Program.

E. Indigenous Consultation Requirements	Ontario and municipal responsibilities where Indigenous community consultation is required.
F. Communications Protocol	Project Signage, Media Events, Materials/Website, Issues, etc.
G. Reporting Requirements	Reports and Due Dates – Budget Reports, Progress Reports, Declaration of Substantial Completion, Final Report, Project Outcomes and Benefits, etc.

Section 9 – Reporting

Municipalities will be required to provide reports over the course of the project.

Report Requirements for Municipalities

Name of Report and Details Required	Due Date
1. Contract Award Report – a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. The contract award process must be in compliance with the municipality's approved procurement policy.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2026.
2. Revised Budget Report must be based on tenders awarded to complete the Project including: first contract for project as part of the Milestone 1 Report, after award for detail design (if not first contract), and after award of construction. The Recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3. Progress Report – The Recipient shall use the form set out in the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4. Substantial Completion Report – The recipient shall use the form set out in the Agreement.	Within fifteen (15) Business Days of the Project Completion Date (no later than December 31 of the Fiscal Year of Completion).
5. Final Report – including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out in the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6. Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

The Milestone 1 Report must include statement of the detailed project costs based on the contract award and report on revised budget if different from the application budget. The ministry will disburse payments based on the eligible contract award costs – not the submitted estimated projects costs.

The Progress Reports must include information on eligible costs incurred to date, remaining eligible costs to be incurred, construction milestones completed, any anticipated variances (e.g., project scope, budget or schedule) and verification of the expected completion date.

The Milestone 2 Report must include a Declaration of Substantial Completion attested to by a municipal official, e.g., Clerk or Chief Finance Officer.

The Final Report requires confirmation of project completion, statement of incurred costs supported by the submission of invoices and any variances such as project scope, budget, or schedule, etc., from the Contribution Agreement must be noted and certified by a municipal official. In addition, in the Final Report, the municipality must indicate the benefits of the connecting link improvement such as safety, extended service life, pavement condition, structures in good condition, etc. as well as any economic or other benefits of the project for the community.

Templates for a Revised Budget Report, Progress Report, Declaration of Substantial Completion, Final Report and a chart for monthly invoice tracking will be provided as Schedules in the Contribution Agreement.

Applicants must advise the ministry, in writing or email and certified by a municipal official, of any proposed variation from the approved project scope of work, costs, completion date, etc., before implementation.

Section 10 – Information Contacts

The deadline for the application submission is Thursday, November 13th, 2025, at 5:00 p.m. EST.

Questions? Call 289-241-8354 or send an email to CLProgram@ontario.ca.

To discuss your proposed project, please contact your local regional Ministry of Transportation office using the information below.

Ministry of Transportation Regional Office Contacts

MTO Region	Contact	Phone	Email
West	Isaac Ferreira	519-859-7480	isaac.ferreira@ontario.ca
Central	Phil Iannacito	437-833-9431	phil.iannacito@ontario.ca
Eastern	Matthew Hunter	613-483-0430	matthew.hunter@ontario.ca
Eastern	Ian Hirschberger	613-583-6841	ian.Hirschberger@ontario.ca
Northeastern	Melissa Rodgers	705-491-5427	melissa.rodgers@ontario.ca
Northwestern	John McClelland	807-627-1264	john.mcclelland@ontario.ca

Appendix 1 – Legislation Applicable to Connecting Links

Public Transportation and Highway Improvement Act R.S.O. 1990, CHAPTER P.50

Connecting links, extensions

21. (1) The Minister may designate a highway or part of a highway as a **connecting link** between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway. 1996, c. 1, Sched. M, s. 49.

Jurisdiction and control unchanged

- (2) A highway or part of a highway does not, by reason of its having been designated under subsection (1), become the property of the Crown, but every such highway or part of a highway remains under the jurisdiction and control of the road authority. 1996, c. 1, Sched. M, s. 49.

Highway Traffic Act R.S.O. 1990, CHAPTER H.8

Regulations limiting weight on bridges

123. (1) The Minister may make regulations limiting the gross vehicle weight of any vehicle or any class thereof passing over a bridge forming part of the King's Highway or a highway in territory without municipal organization and notice of the limit of the weights fixed by the regulation, legibly printed, shall be posted up in a conspicuous place at each end of the bridge. R.S.O. 1990, c. H.8, s. 123 (1).

By-laws limiting weight on bridges

- (2) The municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over the bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto. R.S.O. 1990, c. H.8, s. 123 (2); 1996, c. 33, s. 13 (1); 2002, c. 17, Sched. F, Table.

Same, on connecting links

- (3) Despite subsection (2), where the bridge forms part of a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 13 (2).

Regulations

- (4) The Minister may make regulations establishing standards to determine allowable gross vehicle weight for any vehicle or class of vehicle for the purpose of subsection (2). 1996, c. 33, s. 13 (2).

Traffic control signals and pedestrian control signals

144. (1) In this section:

Erection of traffic control signals and signal systems

- (31) Subject to subsection (31.1), no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or the intersection. 1996, c. 33, s. 14.

Same, on connecting links

- (31.1) No traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act* except in accordance with an approval obtained from the Minister or an official of the Ministry authorized by the Minister to grant such approval. 1996, c. 33, s. 14.

Effect of by-laws

Inconsistent by-laws deemed repealed

195. (1) If a provision of a municipal by-law passed by the council of a municipality or a police services board for,
(a) regulating traffic on the highways;

(b) regulating noise, fumes or smoke created by the operation of motor vehicles on the highways; or
(c) prohibiting or regulating the operation of motor vehicles or any type or class thereof on the highways,
is inconsistent with this Act or the regulations, the provision of the by-law shall be deemed to be repealed upon the inconsistency arising. R.S.O. 1990, c. H.8, s. 195 (1); 1996, c. 33, s. 15 (1); 2002, c. 17, Sched. F, Table.

(2) Repealed: 1996, c. 33, s. 15 (2).

Approval of traffic by-laws for connecting links

(3) If the council of a municipality passes a by-law for a purpose mentioned in clause (1) (a) or (c) that affects traffic on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the clerk of the municipality shall file a copy of the by-law with the Ministry within 30 days of its passing, and the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 15 (2).

Approval of traffic by-law in whole or in part

(4) Any by-law for regulating traffic on highways that is submitted to the Ministry for approval may be approved in whole or in part and, where part of a by-law is approved only, that part shall become operative. R.S.O. 1990, c. H.8, s. 195 (4).

Withdrawal of approval by Ministry

(5) The Ministry may withdraw its approval to any by-law or any part thereof by notice sent by registered mail to the clerk of the municipality and the by-law or part thereof shall be deemed to be repealed twenty-one days after the sending of the notice. R.S.O. 1990, c. H.8, s. 195 (5).

Bridges Act R.S.O. 1990, CHAPTER B.12

Approval of Minister

2. (1) No person, except a municipal corporation or other authority having jurisdiction over highways, shall build, place, construct, rebuild, replace or alter a bridge or other structure over or across any river or stream or part thereof, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

Same

(1.1) A person who builds, places, constructs, rebuilds, replaces or alters a bridge, culvert or causeway in accordance with a work permit or an instrument granted under the *Public Lands Act* or an approval under the *Lakes and Rivers Improvement Act* is not required to obtain an approval under subsection (1). 2006, c. 19, Sched. T, s. 1.

Same

(2) A municipality or other authority having jurisdiction over highways shall not build, place, construct, rebuild, replace or alter any bridge or other structure that forms, or will upon completion form, part of a highway that has been designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

Conditions of approval

(3) The Minister of Transportation may give his or her approval under subsection (1) upon receiving,
(a) proof that the plan of the proposed bridge or structure or alterations and a surveyor's description of the site or proposed site have been deposited in the proper land registry office;
(b) proof that notice of the application has been published for three successive weeks in *The Ontario Gazette* and in two newspapers having a general circulation in the locality where the site or proposed site of the bridge or structure is located; and
(c) such other information or documentation as the Minister may require. 1996, c. 33, s. 18.

Same

(4) The Minister of Transportation may give his or her approval under subsection (2) upon receiving such information or documentation as he or she may require. 1996, c. 33, s. 18.

Appendix 2 – Municipalities with Connecting Links

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Central	Town of Halton Hills	Acton	7	Queen Street, Young Street, Mill Street, Main Street	2.80
Central	Town of Halton Hills	Georgetown	7	Guelph Street, Main Street	5.10
Central	Region of Niagara	Niagara Falls	420	From Stanley Avenue to Rainbow Bridge	1.50
Central	City of Barrie		26	Bayfield Street	2.40
Central	Township of Clearview	Stayner	26	King Street, Main Street	2.00
Central	Town of Collingwood		26	Lakeshore Street, Front Street, First Street, Huron Street, Hume Street, Pretty River Parkway	11.10
Central	Town of Innisfil	Cookstown	89	Queen Street, Church Street	1.30
Central	Town of New Tecumseth	Alliston	89	Young Street, King Street, Victoria Street	5.30
West	City of Brantford		24	King George Road	2.30
West	Town of Saugeen Shores	Port Elgin	21	Goderich Street	4.25
West	Town of Saugeen Shores	Southampton	21	Albert Street, Railway Street	5.55
West	Municipality of South Bruce	Mildmay	9	Elora Street	1.85
West	Town of South Bruce Peninsula	Warton	6	Berford Street	2.00
West	Municipality of Chatham-Kent	Chatham	40	Grand Avenue East, Street Clair Street	7.60
West	Municipality of Chatham-Kent	Wallaceburg	40	Dufferin Avenue, McNaughton Avenue, Murray Street	4.20
West	Town of Shelburne		10	Owen Sound Street	1.20
West	Town of Shelburne		89	Main Street	0.65
West	Town of Shelburne		10/89	Main Street	0.95
West	Town of Aylmer		3	Talbot Street	2.25
West	City of Windsor		3	Huron Church Road	3.75
West	Municipality of Grey Highlands	Markdale	10	Toronto Street	1.45
West	Municipality of Grey Highlands	Flesherton	10	Sydenham Street, Toronto Street	0.55
West	Town of The Blue Mountains	Thornbury	26	Arthur Street, King Street	2.40
West	Township of Chatsworth		6	Garafraxa Street	0.55
West	Municipality of Meaford		26	Sykes Street	3.45
West	City of Owen Sound		26	Highway 26, 16th Street East	2.90
West	City of Owen Sound		6/10	Highways 6/10, 9th Avenue East	1.20

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
West	City of Owen Sound		6/21	Highways 6/21, 10th Avenue West	2.65
West	Municipality of West Grey	Durham	6	Garafraxa Street	2.25
West	County of Haldimand	Cayuga	3	Talbot Road	1.25
West	County of Haldimand	Dunnville	3	Broad Street, George Street, Main Street	4.65
West	County of Haldimand	Hagersville	6	Main Street	1.60
West	County of Haldimand	Jarvis	3	Talbot Street	1.65
West	County of Haldimand	Jarvis	6	Main Street	2.30
West	Municipality of Central Huron	Clinton	4	Victoria Street	1.30
West	Municipality of Central Huron	Clinton	8	Huron Street, Ontario Street	2.10
West	Town of Goderich		8	Toronto Street, Huron Road, Elgin Avenue	2.10
West	Town of Goderich		21	Victoria Street, Bayfield Road, Britannia Road	2.55
West	Municipality of Huron East	Seaforth	8	Goderich Street	1.45
West	Municipality of South Huron	Exeter	4	Main Street	3.15
West	Municipality of Lambton Shores	Forest	21	Main Street, King Street	3.55
West	Municipality of Lambton Shores	Grand Bend	21	Ontario Street	3.00
West	Township of Lucan Biddulph	Lucan	4	Main Street	2.00
West	County of Norfolk	Delhi	3	King Street, James Street	2.10
West	County of Norfolk	Simcoe	3	Queensway West and East	4.00
West	County of Norfolk	Simcoe	24	Norfolk Street	2.55
West	Town of Tillsonburg		19	Broadway Street, Oxford Street, Simcoe Street, Vienna Street	5.45
West	Municipality of North Perth	Listowel	23	Main Street, Wallace Avenue	2.45
West	City of Stratford		7	Erie Street	4.00
West	City of Stratford		8	Huron Street	2.55
West	City of Stratford		7/8	Ontario Street	3.25
West	Municipality of West Perth	Mitchell	8	Ontario Road, Huron Road	2.90
West	Municipality of West Perth	Mitchell	23	Blanshard Road, Street George Street	2.10
West	Township of Centre Wellington	Fergus	6	St. David Street, Tower Street, Bridge Street	3.00
West	City of Guelph		6	Woolwich Street, Woodlawn Road.	2.55

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
West	City of Guelph		7	Woodlawn Road, Wellington Street, Windham Street, York Road	10.00
West	Town of Minto	Clifford	9	Elora Street	1.75
West	Town of Minto	Harriston	9	Elora Street	0.80
West	Town of Minto	Harriston	89	Arthur Street	0.50
West	Town of Minto	Harriston	23	Arthur Street	0.65
West	Township of Wellington North	Arthur	6	Smith Street, George Street	1.90
West	Township of Wellington North	Mount Forest	6	Main Street, Market Street	2.65
West	Township of Wellington North	Mount Forest	89	Queen Street	3.15
Eastern	Town of Bancroft		28	Monck Road, Bridge Street	3.85
Eastern	Town of Bancroft		62	Mill Street, Hastings Street	7.25
Eastern	City of Belleville		62	North Front Street	2.80
Eastern	Municipality of Centre Hastings	Madoc	62	Russell Street, St. Lawrence Street Durham Street	2.00
Eastern	Municipality of Marmora and Lake		7	Matthew Street	1.30
Eastern	Municipality of Tweed	Tweed	37	Bridgewater Road, Victoria Street Georgetown Street	2.10
Eastern	Separated Town on Smiths Falls		15	Lombard Street, Beckwith Street Elmsley Street, Cornelia Street, Union Street	4.65
Eastern	Loyalist Township	Bath	33	Main Street	2.75
Eastern	Township of Havelock-Belmont-Methuen	Havelock	7	Ottawa Street	1.90
Eastern	Township of Champlain	Vankleek Hill	34	High Street, Queen Street	1.30
Eastern	Town of Hawkesbury		34	McGill Street, Main Street East, John Street	2.25
Eastern	County of Prince Edward	Bloomfield	62	Stanley Street Main Street	2.80
Eastern	County of Prince Edward	Picton	33	Main Street, Bridge Street	2.70
Eastern	Township of Bonnechere Valley	Eganville	60	Bonnechere Street, Cobden Road	1.30
Eastern	Township of Bonnechere Valley	Eganville	41	Bridge Street, Queen Street, Patrick Street Alice Street	1.20
Eastern	Township of Bonnechere Valley	Eganville	41/60	Bonnechere Street	0.80
Eastern	Township of Madawaska Valley	Barry's Bay	60	Opeongo Road	1.40
Eastern	City of Pembroke		41/148	Pembroke Street East, McKay Street River Road, Muskrat Drive, Olympic Drive	6.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Eastern	Town of Renfrew		60/132	O'Brien Street Coumbes Street, Raglan Street; Highway 60 - Stewart Street; Highway 132 - Lisgar Avenue, Munro Avenue	6.80
Eastern	City of Cornwall		138	Brookdale Avenue	0.95
Eastern	City of Cornwall		138	Route to Seaway International Bridge	3.80
Eastern	City of Kawartha Lakes	Omeme	7	King Street	2.35
Northeastern	Town of Blind River		17	Causley Street from Lot 11/12 Concession 1 Township of Stricker westerly	4.35
Northeastern	City of Elliot Lake		108	From south junction of Esten Drive South to north of the junction of Timber Road North	5.80
Northeastern	Township of Hornepayne		631	From junction of Second Street and Leslie Avenue easterly	0.80
Northeastern	Municipality of Wawa	Michipicoten	101	From Southwest Townsite Limits easterly to East Townsite Limits	1.30
Northeastern	City of Sault Ste. Marie		550	Second Line West from Great Northern Road westerly	2.21
Northeastern	City of Sault Ste. Marie		550B	Carmen's Way from Second Line West to Queen Street and part of Queen Street	2.88
Northeastern	City of Sault Ste. Marie		17	Part of Trunk Road, Black Road, Second Line East and Great Northern Road	19.40
Northeastern	Town of Thessalon		129	Wharnccliffe Road, from junction of Highway 17 northerly	0.87
Northeastern	Township of Black River - Matheson		10	From junction of Highway easterly	0.65
Northeastern	Town of Hearst		11	Front Street from the Township Line of Way and Kendall, easterly to the East Limits of Sixth Street	1.75
Northeastern	Town of Kapuskasing		11	Government Road from the West Limits of Clear Lake Road, westerly to the East Limits of Bonnieview Road	6.80
Northeastern	Town of Smooth Rock Falls		634	Highway 634 by-pass, from junction of Highway 11 northerly to Cloutierville Road East	3.40
Northeastern	City of Timmins	Porcupine	101	From former railway crossing in Porcupine Westerly to East Limits of Kamiskotia Road	21.35
Northeastern	Township of Dysart et al		118	Part of Sunnyside, Maple, Mountain and Pine Streets to South Town Limits	1.15

MTO Region	Municipality Name	Community Location (if Applicable)	Provincial Highway	Connecting Link Roads	Length in Kilometres
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	6	From junction of Highway 540, southerly 0.7 kilometres and from junction of Highway 540 northerly	1.60
Northeastern	Township of Northeastern Manitoulin & The Islands	Little Current	540	From junction of Highway 6, westerly on Meredith Street then southerly on Worthington Street	0.95
Northeastern	Town of Mattawa		533	First Street and Main Street from junction of Highway 17 easterly	0.95
Northeastern	City of North Bay		63	Trout Lake Road, from junction of Highways 11/17, easterly to Lee's Road	3.35
Northeastern	Municipality of West Nipissing	Sturgeon Falls	64	From junction of Highway 17, northerly	1.70
Northeastern	Municipality of West Nipissing	Sturgeon Falls	17	Front Street from junction of Coursol Road westerly	2.40
Northeastern	Village of Burk's Falls		520	From South Limit of Burk's Falls to Ryerson Crescent	1.05
Northeastern	Municipality of Powassan	Trout Creek	522	From junction of Highway 522B, southerly to Barrett St	0.55
Northeastern	Town of Espanola		6	Centre Avenue from the East Town Limits northerly	4.10
Northeastern	Town of Kirkland Lake		66	Government Road From Goldthorpe Drive, easterly to East Town Limits	3.70
Northwestern	City of Dryden		17	Government Road, Grand Trunk Avenue	4.70
Northwestern	City of Dryden		594	Duke Street, West River Road, Aubrey Road	3.90
Northwestern	Town of Fort Frances		11	Scott Street, Rainy River Colonization Road, Mill Road	4.75
Northwestern	Town of Fort Frances		71/11	Kings Highway, Rainy River Colonization Road, Third Avenue, Central Avenue, Church Street	4.30
Northwestern	Town of Rainy River		11	Atwood Avenue	2.70

Appendix 3 – Scope Of Eligible Work – Detailed

The following table describes in detail what items may be eligible for funding under the Connecting Links Program. References are made to Annexes which provide specific requirements to be met as a condition of funding for costs.

Types of Work	Scope of Work
Road Works	– Sub-Grade Preparation; – Base and Sub-Base Construction; – Surfacing and resurfacing; – Curb and gutter, sewer covers and catch basins; – Replacement of items such as sidewalks, sidewalk ramps, fences, entrances, retaining walls, wheelchair curb cuts, due to grade or alignment change; – Alteration of entrances limited to the return of the entrance to the property line; – Guide rail and end treatments including steel beam guide rail and traffic barrier over 150 metres in length. Shorter sections are considered “Maintenance” and not eligible for funding; – Median and channelization works; – Boulevard paving in lieu of shouldering or sod maintenance for erosion protection; – Retaining walls supporting or protecting roadways; – Noise barriers; – Relocation and/or alteration of other municipal services, such as parking meters; – Construction of detours and temporary accesses, including costs of temporary easements, if required; – Traffic control measures related to construction projects; and – Cost of construction identification signs.
Appliances and Works	– Relocation and/or alteration of appliances and works as defined in the <i>Public Service Works on Highways Act</i>, R.S.O. 1990, c. P.49. – Refer to details in Annex A.
Traffic Control Devices	– Installation of new or upgrades to existing traffic control signals that are warranted, in accordance with the <i>Highway Traffic Act</i>, R.S.O. 1990, c. H.8, Regulation 626 of the <i>Highway Traffic Act</i>, and the Ministry of Transportation’s Ontario Traffic Manual, Book 12 or accessibility standards as defined in Ontario Regulation 191/11 of the <i>Accessibility for Ontarians with Disabilities Act</i>. Refer to details in Annex B.
Pedestrian Signals	– Installation of warranted Mid-Block Pedestrian Signals and pedestrian crossovers (PXO) in accordance with current <i>Highway Traffic Act</i> regulations.
Illumination	– Illumination at intersections with warranted traffic signals or unsignalized, full channelized, rural intersections, or at unprotected level railway crossings subject to Canadian Transportation Agency Board Order at crossing. Refer to details in Annex C.
Drainage	– Sub drain installation, open ditching, including off-take ditches and related easement costs to the nearest sufficient outlet, if included as a secondary item in a construction contract (i.e. less than 25% of total cost). All other drainage works that are considered to be “Maintenance” are not eligible for funding; – Concrete, asphalt and granite curbs up to the value of equivalent concrete or asphalt curbs; – Storm sewer installation, including pumping stations where required as detailed in Annex D; – Initial drainage construction assessments on roads. Subsequent upkeep is “Maintenance” and is not eligible for funding; – Stream improvements, if required, not to exceed 150 metres beyond a structure; and

Types of Work	Scope of Work
	– Culverts under 400 millimetres in diameter, if part of a construction contract, otherwise such culverts are considered to be “Maintenance” and not eligible for funding. Also, outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in Annex D.
Stormwater Management	– A portion of the cost of storm water detention/retention, ponds/tanks and oversized sewer pipes as detailed in Annex E.
Bridges, Culverts and Grade Separations	– Structure costs for new structures, deck replacements, bridge widening, including those with warranted sidewalks, major painting, major repair of existing structures, replacement of primary bridge components such as beams or piles, installation and removal of Bailey bridges and retaining walls. Where culvert installations are done individually and not as part of a construction contract, they are considered to be “Maintenance” and are not eligible for funding, except for culvert installations over 400 millimetres in equivalent circular diameter. Culvert installations over 400 millimetres are always considered to be “Construction” and may be eligible for funding, whether done individually or as part of a construction contract; – Outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in Annex D; – Illumination: replacement to the equivalent of existing facilities only where necessary due to construction (see Annex C for details); – Stream improvements, if required, not to exceed 150 metres beyond a structure; – Stream diversion in lieu of structures, if covered by specific approval; – Construction and maintenance of detours in the immediate vicinity of temporary crossings; and – All items as applicable on the approaches for 30 metres from the outer extremities of any new bridge or culvert having an area of 4.5 square metres or more, except for railway grade separations.
Railway Crossings	– Crossing improvements as ordered by the Canadian Transportation Agency.
Preservation Management	– The following short-term or long-term remedial capital actions, which extend the life of an existing asset by rehabilitation procedures, may be eligible for funding: • Road surface: Continuous and Selective Paving, Routing and Sealing, Frost Heave Treatment; • Highway Services: Rehabilitation of intersections, interchanges; • Drainage: Rehabilitation of significant structures, timber culverts, concrete culverts, pipe culverts, roadway drainage; • Structures: Rehabilitation of bridge decks, structure piers, barrier walls and replacement of deck joints, bearings; and • Safety Devices: e.g., illumination, guiderail.
Detailed Design/Engineering	– Consultant’s fees for the project design, preparation of tender package and administration of tendering process; – Resurfacing projects will not qualify unless it can be shown that the project required a significant amount of engineering in the opinion of the ministry; – Traffic counting; – Soils and foundation investigations; – Surveys and mapping, including aerial surveys; and – Refer to Annex F for a detailed scope of work.
Contract Administration	– Consultant’s fees for contract administration during construction; – Supervision and inspections; – Material testing; – Field office rental; and – Refer to Annex G for detailed tasks and services.

Appendix 4 – Scope of Eligible Work – Annexes

Annex A: Appliances and Works

Where construction or improvement of a connecting link makes it necessary to alter or relocate appliances and works of an operating corporation, the cost that may be eligible for cost sharing under the terms of an applicable agreement is to be established based on the group to which the appliances and works belong.

Group 1

Group 1 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by an operating corporation. An operating corporation being defined, under the above noted statute, as a municipal corporation or commission or a company or an individual operating or using a telephone or telegraph service, or transmitting, distributing or supplying electricity or artificial or natural gas for light, heat or power.

Group 2

Group 2 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by Ontario Hydro, Bell Telephone Company, gas pipeline companies operating under Federal Charter.

Group 3

Group 3 relates to watermains and sanitary sewers placed on or under a highway other than storm sewers (see **Annex D**) and operated by the municipality, municipal corporation, or commission or company or individual.

Annex B: Traffic Control Devices

The installation and improvement costs, on connecting links, of warranted traffic control signals and other approved traffic control devices, as detailed in the Ontario Traffic Manual (OTM), may be eligible for funding.

Traffic Control Signals

1. To qualify for funding all traffic control signal installations must comply with the OTM Book 12 and meet the warrants contained in section 4 of the manual;
2. The traffic control signals must also conform to the requirements of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, and more specifically Regulation 626;
3. The installation should meet the technical requirements of the ministry as detailed in the Ontario Provincial Standards and Specifications;
4. Ministry approval of the traffic signal design required for all traffic control signals located on a highway designated as a connecting link as required under section 144(31.1) of the *Highway Traffic Act*;
5. The modernization of traffic control signals that were not eligible upon installation may be approved for funding by the ministry if the conditions set out under the requirements in 1. to 3. above, are met;
6. The installation of traffic control signals, as part of the construction or reconstruction of an entrance or within five years thereafter, is not eligible for funding even when the warrants are met. It is assumed the municipality will recover the cost of the installation of such traffic control signals from the owner or developer served by the entrance;
7. The installation of warranted traffic control signals at an existing entrance, more than five years after the construction or reconstruction of the entrance, is eligible for funding provided all other criteria are met;
8. The municipality agrees to maintain such other traffic controls (e.g., parking restrictions) as may, in the opinion of the ministry, be necessary to ensure the efficient operation of traffic signals and will confirm this in writing;
9. A portion of the capital costs associated with a computerized traffic management system may be eligible for funding. The needs of a traffic management system as it relates to the connecting link will dictate the amount of funding. The municipality needs to justify its request to the ministry. The ministry will review each case and approve the funding, as applicable, based on merit; and
10. New or replacements for traffic control signals and the associated appurtenances must meet accessibility standards as defined in Ontario Regulation 191/11 of the *Accessibility for Ontarians with Disabilities Act*.

Other Traffic Control Devices that may be eligible for funding include:

1. All traffic signs defined in Books 5 and 6 of the OTM, including the French translation;
2. Illuminated signs provided that they are eligible under Books 5 and 6 of the OTM and conform to the standard sign, shape and colour;
3. All miscellaneous traffic devices defined in Book 12 of the OTM;
4. All pavement hazard and delineation markings defined in Book 11;
5. Overhead signs approved by the ministry; and
6. All signs and markings defined in Regulation 615 of the *Highway Traffic Act*.

Note:

- All signs and markings regarding pedestrian crossovers are expected to be moved from Regulation 615 to a new Minister's Regulation which will also include signs and markings for new pedestrian crossing devices for lower speed/ lower volume roads.
- This process is expected to be completed by the middle of 2016 provided that Bill 85, *The Strengthening and Improving Government Act*, 2015 passes in 2015.
- Guidelines for new pedestrian crossing treatment devices will be available in OTM Book 15 when the new regulation comes into force.

Annex C: Illumination

The capital cost for the installation of illumination on connecting links at intersections may be eligible for funding under the following conditions:

1. The intersections have warranted traffic signals,
2. The intersections are unsignalized, fully channelized, and classified as rural intersections, or
3. The highway intersects an unprotected level railway crossing subject to National Transportation Agency Board Order.

A warrant for partial illumination is considered to exist for new municipal installations as follows:

1. Intersections in built-up areas (see *Highway Traffic Act*, R.S.O. 1990 c. H.8, for definition of "built-up" area) with raised medians on all approaches, separate right and left turn lanes, and 4 lanes or more on each approach;
2. Intersections in rural areas ("rural area" is an area not classified as "built-up area") where warranted traffic signals exist, or two 4 lane undivided highways meet and warrants for traffic signals are at least 80% fulfilled, or traffic is channelized by one or more islands;
3. Unprotected municipal highway/rail crossing where the National Railway Transportation Agency has authorized the installation of luminaries. The federal government share will be deducted from the total cost before calculating the funding;
4. Highway tunnels in built-up areas where the tunnel is more than 25 metres long;
5. Design levels for illumination, including materials types and luminaries selected, shall not exceed Ministry of Transportation illumination policy; and
6. Illumination necessitated by adjacent development and illumination at private or commercial entrances is the responsibility of the property owner. Funding is not applicable for the design, construction, or power for illuminating these areas.

Annex D: Drainage

The capital cost for the installation of storm sewers on connecting links may be eligible for funding as set out below.

1. Storm sewer must be an economical alternative to the maintenance of an open ditch with numerous entrance culverts;
2. Storm sewer must be necessary in order to increase the use of an existing right-of-way for roadway purposes;
3. Storm sewer must be necessary in order to increase the traffic carrying capacity of an existing roadway by allowing for parking off the travelled way;
4. The replacement of an existing storm sewer must be for reasons of deterioration or to increase the capacity if the existing storm sewer is less than 700 millimetres diameter;
5. Only the facilities required for the drainage associated with the highway are eligible for funding;

6. Where the diameter of a storm sewer to be installed is greater than 700 millimetres, only that portion of the cost that 700 millimetres bears to the diameter of a circle of equivalent area measured in millimetres of the storm sewer installed, may be eligible for funding;
7. Where an off-take storm sewer or open ditch to an appropriate outlet is required, it may be eligible for funding under the following conditions:
 - 7.1. Where the storm sewer pipe is greater than 700 millimetres, the criterion in 6. above applies; or
 - 7.2. Where an open ditch is used, the cost eligible for funding shall be based on the same percentage that was applied to the last section of storm sewer pipe leading to the open ditch.
8. Where an adequate existing storm sewer is altered to accommodate drainage that is not eligible, such alteration is not eligible for funding;
9. Where a storm sewer on a highway under the jurisdiction of the province is designed to accommodate both the provincial highway drainage needs and those of a connecting link eligible under the Connecting Links Program, only the lesser of the municipality's share of the cost of construction or that amount calculated as in 6. above may be eligible for funding;
10. Where the municipality constructs a storm sewer that is eligible for funding and provides additional capacity for the needs of another municipality that are also eligible for funding, only the amount calculated as in 6. above may be eligible for funding;
11. Sewer covers associated with storm sewer systems may be eligible for funding. Where the outlets from the sewer cover are greater than 700 millimetres in diameter, only that portion of the cost that 700 millimetres bears to the diameter of the outlet pipe in millimetres may be eligible for funding; and
12. Where a storm sewer is installed under the provisions of the *Drainage Act*, R.S.O. 1990, Chapter D.17, the assessment made against the municipality will be eligible for funding subject to the limitations in 11 above.

Annex E: Stormwater Management

The capital cost for the installation of stormwater detention facilities on connecting links may be eligible for funding as detailed below.

1. It will be the responsibility of the municipality to analyse and cost various drainage system alternatives and justify the final selection based on the most economical and environmentally responsible solution. At the request of the municipality, the ministry will provide guidance on the degree of detail required in submissions.
2. The maximum cost of a storm water management system, complete with detention components and/or combined sewer components, to be considered cannot exceed the total cost of a conventional system with continuous, separated, normal size pipes and/or ditches by more than 10% as detention facilities have greater environmental benefits than separated systems. The following provisions apply:
 - 2.1. The maximum cost of a stormwater management system is the unadjusted total cost to the municipality, not just the portion of total cost eligible for road funding;
 - 2.2. A subsystem of a larger system is acceptable for consideration; and
 - 2.3. In a combined sewer system, the cost of providing extra sewage treatment capacity to accommodate the extra flows will be included in the total cost for comparison purposes. However, this cost is not eligible for funding.
3. The eligible costs for funding of the stormwater detention system must be adjusted to pay for only that water associated with the connecting link highway.
4. For a stormwater detention facility to be considered for funding, the detention facility must be justified on the basis that a controlled release of water is necessary to prevent water damage downstream.
5. For ponds and retention tanks with pipe inlets, funding will be based on the "700 millimetres diameter rule" (refer to **Annex D**, section 6) applied to the inlet or the sum of the diameters of the inlets. If an oversized inlet is used the diameter of the first normal size upstream pipe is to be used.
6. The "700 millimetres diameter rule" will be applied to oversized pipes whose purpose is not detention.
7. Where funding is applicable for combined sewers, the capital cost is subject to the "700 millimetres diameter rule".
8. Inlet control of stormwater is accomplished by allowing stormwater to temporary pond upstream of catch basins or other outlets. The water slowly subsides as the storm passes. Inlet control, within the highway, is eligible for funding provided the maximum depth of water accumulation at the travelled edge of the roadway does not exceed 75 millimetres (designers use two-year flood), and the ponded water does not present a safety or health hazard.

Annex F: Detailed Design/Engineering Studies

A municipality may submit for funding for detailed design/engineering as part of a proposed construction project. Alternatively, a municipality may submit for funding of detailed design/engineering as a separate project prior to construction. In the case of the latter, the ministry will not guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

The Ministry reserves the right to assess the components of the proposed detailed design and engineering to determine what scope of work is eligible for funding under the Connecting Links Program.

Applicants choosing to submit for funding of a separate detailed design/engineering study should:

1. Where applicable, include a copy of the preliminary design/engineering report for the proposed project completed by a professional engineer;
2. Include a copy of a proposal for detailed design and engineering, with quoted costs from a professional engineer;
3. Ensure road and bridge designs are undertaken according to the applicable municipal, provincial, federal, or other standards;
4. Include the appropriate scope of work for a detailed design/engineering study. Consideration for design elements may include, but are not limited to the following:
 - Site plans
 - Horizontal and vertical control data
 - Geometric design
 - Horizontal and vertical alignments
 - Pavement design, including life-cycle costing
 - Typical cross-sections
 - Design-cross-sections
 - Earth balance design
 - Grading
 - Drainage – quality and quantity, and storm sewer design
 - Utilities locations and relocations, where applicable
 - Illumination
 - Traffic control devices
 - Electrical design
 - Hydrotechnical design
 - General arrangement drawings (structures)
 - Foundation design
 - Substructure design
 - Superstructure design
 - Barriers, railings, expansion joints, bearings, protection systems
 - Traffic control plan, staging and detours
 - Traffic signing and pavement markings
 - PHM-125 approval
 - Property requirements
5. Ensure that the detail design/engineering study will establish a comprehensive cost estimate to construct the project;
6. Develop a schedule detailing the timing for:
 - Issuing RFP for detail design/engineering study
 - Commencement of detail design/engineering study
 - Completion of detail design/engineering study
 - Proposed timing for construction

7. Provide any info on whether the DTC has been considered and/or if any consultation with appropriate Indigenous Community has taken place.

Annex G: Contract Administration

It is expected that contract administration tasks will be carried out during project construction to verify:

- a) The work that was done during construction of the project;
- b) The quality of work and materials used during construction of the project, and;
- c) How much it will cost to complete construction of the project.

The contract administrator may be the municipality or a consultant retained by the municipality. Consultant's fees for contract administration services are eligible for funding. If the municipality is acting as contract administrator, the maximum amount allowable for contract administration cannot exceed 10% of total net eligible project costs.

The contract administrator will be responsible to monitor and approve any changes to the scope and costs for construction of the project. The municipality is responsible for any increase in project costs resulting from changes in the work. When changes in the work would be eligible for funding, additional funding may be considered on a case by case basis at the discretion of the ministry. The municipality shall pay all costs not approved by the ministry and all unforeseen costs of the construction work.

Change in the work: means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the work to be done or the materials of the work or part thereof, within the intended scope of the contract.

Consideration for tasks and services required for contract administration should include, but are not limited to:

- Convene and attend a pre-construction meeting(s)
- Convene and attend construction progress meetings as scheduled
- Prepare and distribute agendas and minutes for all meetings
- Respond to contractor's questions, proposals, and requests for information;
- Prepare and issue all work orders, field orders and change orders
- Prepare and certify monthly progress payment certificates
- Co-ordinate and schedule inspection and testing activities related to quality control/quality assurance for construction materials and work
- Communication of all field and laboratory test results (i.e., compaction) in a timely manner

Contract administration services tasks shall accommodate all aspects of the contract process through the Warranty Period and the Final Completion Certificate.

Appendix 5 – Sustainable Construction Practices

MTO encourages municipalities to consider innovation and the use of sustainable construction practices for Connecting Link projects.

MTO procurement practices allow the use of recycled and reclaimed materials up to the maximum limits imposed by engineering standards to ensure that such materials are not used inappropriately and do not compromise the longevity of pavements and structures.

If recycled and reclaimed materials are used appropriately, then cost savings can be achieved through conservation of resources, elimination of disposal costs and reduction in energy requirements and greenhouse gas emissions.

Ministry specifications permit recycled/reclaimed materials to be used in lieu of natural aggregates. Examples include reclaimed asphalt pavement (RAP), reclaimed concrete material (RCM), air-cooled blast furnace slag (BFS), granulated blast furnace slag, crushed glass and ceramics and roofing shingle tabs (RST).

For example, Ontario Provincial Standard Specification (OPSS) 1151 (hot mix asphalt) allows up to 40% RAP in hot mix binder courses and up to 20% RAP in premium surface courses. Aggregates for road base and sub-base (OPSS.PROV 1010) may include up to 100% RCM, up to 100% BFS, up to 40% RAP, and up to 15% crushed glass and/or ceramics.

MTO and connecting link municipalities share an interest in ensuring the durability of asphalt applied on connecting links. This can best be accomplished by applying ministry quality of material specifications used on provincial highways.

Standard Specification requirements for the properties for the various grades of Performance Graded Asphalt Cements (PGAC) are given in MTO OPSS 1101, November 2014. Connecting link municipalities should have regard to Special Provision No. 111F09M, February 23, 2015 which requires additional testing requirements (including Extended Bending Beam Rheometer) and acceptance criteria for all PGAC grades. Suppliers of PGAC must be listed as an asphalt cement supplier in MTO's Designated Sources for Materials Manual (DSM).

The additional up-front costs for more sustainable construction practices will be offset by the extended life of connecting link pavement and structures. The use of higher grade construction materials, more rigorous materials testing, contact administration, etc., are eligible for subsidy.

For more information contact your local Ministry of Transportation regional office listed in Section 10.

Appendix 6 – Connecting Link Inventory Requirements

Applicants are required to submit an Excel file or equivalent data file for ministry import into Excel that includes the following information for road sections and structures (three metres in length or greater in direction of traffic) for all connecting links in the municipality.

This information will be used to determine the current state of connecting link infrastructure and the ten-year capital improvement needs across the province.

Two data tables are required: Table 1 below lists the road data items and Table 2 lists the structure data items to be included. Please submit only connecting link road/bridge data – no other municipal roads or structures.

Table 1

Road Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Section ID Number (Municipal Code)

Section From (Intersecting Street/Landmark)

Section To (Intersecting Street/Landmark)

Length (Metres)

Posted Speed

Class (Urban, Rural, or Urban/Rural)

Number of Lanes (e.g. 2 lanes, 4 lanes, 4 lanes plus median, or 4 lanes plus centre lane)

Number of Parking Spaces (if any)

Number of Traffic Signals or Pedestrian Crossings

Average Annual Daily Traffic

Average Daily Truck Traffic

Geometric Deficiencies (e.g. horizontal, vertical, intersection alignment, small culverts)

Operational Deficiencies (e.g. road width, intersection turning lane, traffic signal)

Pavement Deficiencies (e.g. pavement condition rating – documentation of method required)

Remaining Useful Life (Based on current condition – not year of construction)

Road Survey Date

Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

Table 2

Structure Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Structure ID Number (Municipal Code)

MTO Site Number (if known)

Structure Data Items

Longitude Coordinates

Latitude Coordinates

Structure Category (Bridge or Culvert)

Structure Type (e.g. Deck Truss, Through Truss, etc.)

Overall Length (length in direction of traffic)

Overall Width (width perpendicular to traffic)

Number of Lanes

Posted Weight

Year of Construction

Year of Last Rehabilitation

Structural (e.g. Structure deck, joints, beams, barriers, etc.)

Functional (e.g. Number of lanes, lane width, etc.)

Bridge Connection Index (If available)

Overall Structure Condition (Good, Fair, Poor)

Remaining Useful Life (Based on current condition – not structure age)

Year of Last Inspection (Ontario Structure Inspection Manual or equivalent inspection)

Structural Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Potential Reduced Weight (If the deficiency is not addressed)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

[Print Guide](#)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2026-123

STREET ASSUMPTION: A by-law to assume for public use and establish as a public street, formerly known as part of Wiber Street, now known as 72 Corey Avenue being PIN 31504-0364(LT).

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

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street formerly known as part of Wiber Street, now known as 72 Corey Avenue being PIN 31504-0364(LT).

2. **EFFECTIVE DATE**

The by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2026.

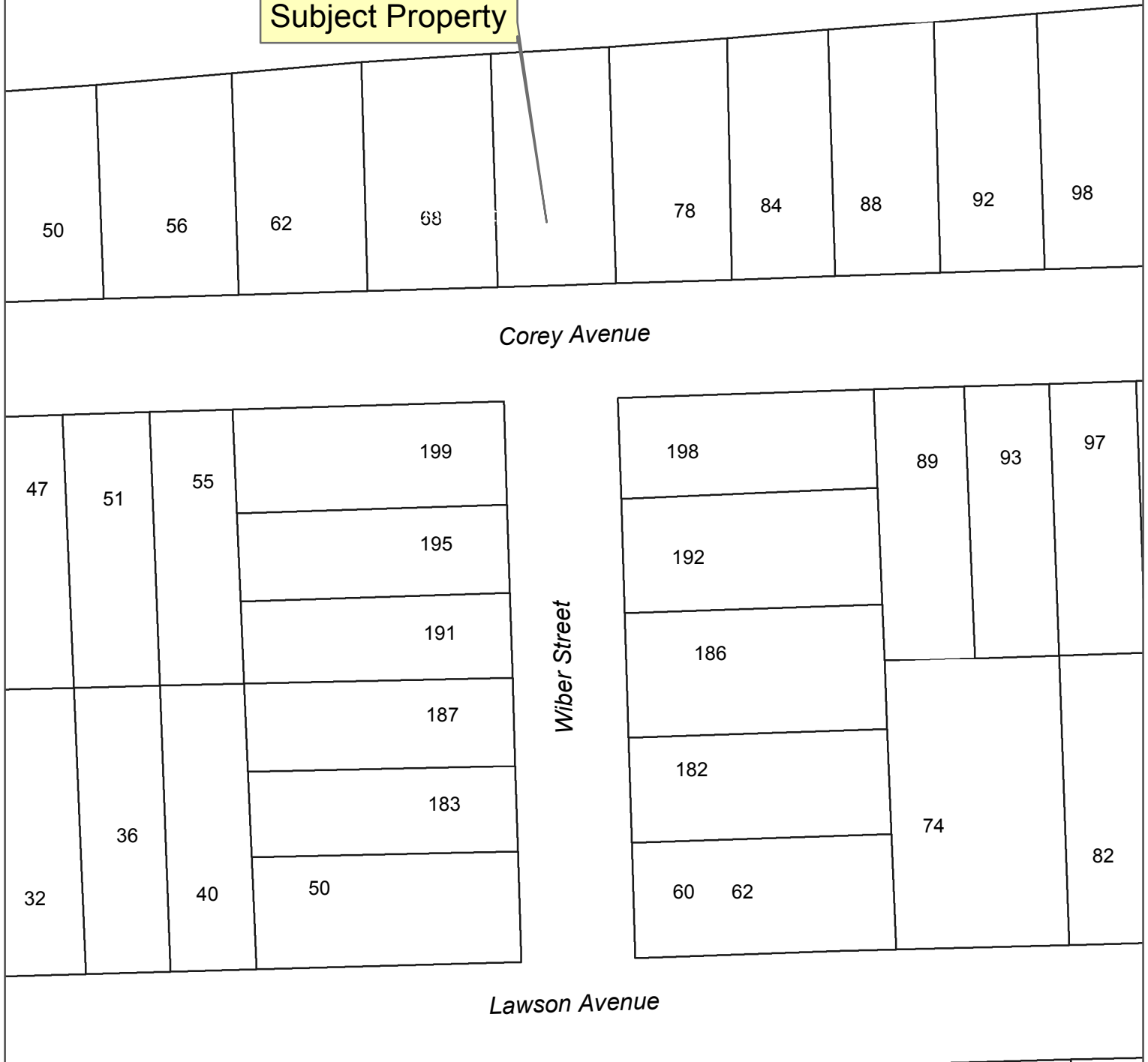
MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

l:\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-123 Assumption Pt Wiber Street (now known as 72 Corey Ave).docx

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2026-123.
IT IS FOR INFORMATION PURPOSES ONLY.

Subject Property



MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

 Parcel Fabric

0 5 10 20 Meters



1:1,000

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-125

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Bell Mobility Inc. to permit Bell Mobility Inc. to continue to maintain a tower, equipment shelter and all necessary cabling and equipment attachments on a piece of City Property known municipally as 105 West Street.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated July 27, 2026 between the City and Bell Mobility Inc., a copy of which is attached as Schedule "A" hereto. This Amending Agreement is to permit Bell Mobility Inc. to continue to maintain a tower, equipment shelter and all necessary cabling and equipment attachments on a piece of City Property known municipally as 105 West Street.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

WIRELESS TELECOMMUNICATIONS LEASE – TOWER

THIS LEASE made this 27th day of July, 2026.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by each party hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Landlord and the Tenant covenant and agree as follows:

1. DEMISE. The Landlord, who is the party signing this Lease as Landlord, is the registered owner of the property municipally known as **Original Town Lot 3, South Cathcart Street, Sault Ste. Marie, Ontario**, which is more particularly described in Schedule “A” attached (the “Property”), and leases to the Tenant any portion of the Property outlined on the plan(s) attached as Schedule “B” (the “Leased Premises”), for the Tenant’s, its agents’, employees’, contractors’, assignee’s and sublessee’s exclusive use as described under this Lease, in consideration of the rents, covenants and agreements set out under this Lease.

2. USE. The Tenant is permitted to install, connect, attach, use, operate, repair, reconfigure, supplement, replace and maintain on the Leased Premises a telecommunication tower, equipment shelter(s), cabinets, poles, pedestals, concrete foundations, all necessary cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, antennas, antenna mounts and any other related equipment or attachments (collectively, the “Equipment”) for the provision of wireless telecommunication services. The Landlord covenants and agrees that the Tenant shall have the further right to maintain the access road already constructed on the Leased Premises, which access road forms part of the Leased Premises.

The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, and, if necessary, such area shall be repaired at the Tenant’s expense to the reasonable satisfaction of the Landlord.

3. TERM. The term of this Lease (the “Term”) shall be for five (5) years, commencing on **January 1, 2027** (the “Commencement Date”), and expiring on that date which is five (5) years following the Commencement Date, unless the Term is extended in accordance with Section 5 of this Lease.

4. RENT. During the Term, the Tenant shall pay to the Landlord rent as set forth in Schedule “C” attached (the “Rent”), plus any Sales Taxes (as defined in this Section) which it is required to pay by law. The Landlord confirms that its HST (as defined in this Section) number is 122023120, and acknowledges and agrees that notwithstanding the forgoing or anything else contained in this Lease, the Tenant’s obligation to pay to the Landlord any goods and services tax or harmonized sales tax in addition to Rent is conditional upon such HST number being valid and correct. “Sales Taxes” means all goods and services, business transfer, multi-stage sales, sales, use, consumption, harmonized, value-added or other similar taxes imposed by any federal, provincial or municipal government upon the Landlord or the Tenant in respect of this Lease, or the amounts payable by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the rental of the Leased Premises and the provision of administrative services to the Tenant hereunder and includes, without limitation, the goods and services tax, the Quebec sales tax, and any harmonized sales tax (“HST”).

The Landlord and the Tenant agree that all amounts owed by the Tenant to the Landlord pursuant to this Lease shall be paid by electronic funds transfers (“EFT”). Upon request by the Tenant, the Landlord agrees to provide the Tenant with all necessary information in order to effect an EFT to the Landlord.

5. OPTION TO EXTEND. The Landlord grants and agrees that the Term of this Lease may be extended by three (3) successive five (5) year terms (each of such terms being referred to as an “Extended Term”) on the same terms and conditions except for the Rent, which shall be the pre-negotiated Rent set out in Schedule “C” to this Lease. Unless the Tenant provides the Landlord with written notice of its intention not to extend this Lease at least sixty (60) days prior to the expiration of the Term or the then current Extended Term, as the case may be, this Lease shall automatically extend for an Extended Term.

6. ADDITIONAL TAXES. The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term or Extended Term (if applicable), by a governmental authority (collectively, the “Taxes”) in respect of the privileges granted under this Lease provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant’s use of the Leased Premises or the presence of the Equipment at the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the “Taxes Notice”), which Taxes Notice shall be delivered to the Tenant no later than thirty (30) days following the date the Landlord receives notification from any governmental authority advising of any Taxes. If the Landlord fails to

deliver the Taxes Notice within such thirty (30) day period, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Tenant shall have the right, at the Tenant’s sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease. In the event the Tenant intends to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease, the Landlord shall, at the Tenant’s sole cost and expense: (i) cooperate with the Tenant; and (ii) execute such documentation as required by the Tenant, in the Tenant’s reasonable opinion; to enable the Tenant to contest such Taxes.

7. ELECTRICITY. The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord’s electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. The costs of any electricity consumption associated with the operation of the Equipment shall be allocated in accordance with a separate meter installed on the Property, with direct invoices being sent to the Tenant from the local electrical company.

8. ACCESS. The Landlord grants to the Tenant, its agents, employees and contractors, unrestricted and direct access to the Property and the Leased Premises, 24 hours a day, 7 days a week at no additional cost to the Tenant (“24/7 Access”). The Landlord acknowledges that 24/7 Access is critical to the Tenant and its business operation. In emergency situations (as deemed by the Tenant, acting reasonably), in the event that the Landlord denies or fails to provide the Tenant, its agents, employees or contractors with access to the Property or Leased Premises within four (4) hours, then, in addition to any other rights or remedies available to the Tenant under this Lease or at law, the Rent shall abate for one (1) month for each hour that such access is not available to the Tenant beyond such four (4) hour period. The Landlord acknowledges and agrees that in regards to any such abatement, at the Tenant’s option: (i) the Landlord shall immediately reimburse the Tenant the amount of such abatement; or (ii) the Tenant shall be permitted to set off the amount of such abatement against any amount owing by the Tenant to the Landlord under this Lease.

To the extent applicable, the Landlord shall provide the Tenant with three (3) copies of any access cards, key fobs and keys required to access the Property and Leased Premises, at no cost to the Tenant. The Landlord agrees that the Tenant may install a lock box at a location on the Property for the purposes of securing at least one (1) set of access devices. For clarification purposes, the Landlord shall permit the Tenant, its agents, employees and contractors unrestricted and direct access to the Property and Leased Premises, in advance of any construction and/or installation of the Equipment, for the purpose of inspecting and satisfying itself, at its own expense, as to condition of the Property taking into consideration the intended use of the Leased Premises, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by any tests or inspections, reasonable wear and tear excepted.

9. TENANT’S WORK.

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and the Tenant shall have the right to remove the Equipment from the Leased Premises at any time from time to time by the Tenant during the Term or any Extended Term (if applicable), provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term or any Extended Term (if applicable) without requiring the Landlord’s consent (“Alterations”). Alterations may include, but are not limited to, the expansion, reconfiguration or replacement of the existing telecommunications tower, the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), cabinets, antennas, antenna mounts, apparatus, fixtures, cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, attachments or any other Equipment required by the Tenant, provided the Tenant makes good, at the Tenant’s cost and expense, any damage caused by the Alterations, reasonable wear and tear excepted. In the event that any Alteration to the Equipment or the Leased Premises materially moves the location(s) of the Equipment in the Leased Premises (including any material update to the location of cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring) or materially changes the type of Equipment in the Leased Premises, the plan(s) set out in Schedule “B” may be substituted with new plans delivered by the Tenant to the Landlord (the “New Plans”), and the New Plans shall be deemed to form part of this Lease.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant shall have the right, in its sole discretion, at any time during the Term or any Extended Term (if applicable), to terminate this Lease by giving thirty (30) days prior written notice to the Landlord, however, the Tenant shall comply with the obligations regarding restoration in Section 11 of this Lease. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent (plus any Sales

Tenant Initials	Landlord Initials
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Taxes), if any, accruing due after the date of termination and the parties shall be released from any further obligations with respect to any matter under this Lease.

11. RESTORATION. Upon expiration or early termination of this Lease, the Tenant shall remove the Equipment from the Leased Premises within a reasonable time, and the Tenant shall make good, at the Tenant’s cost and expense, any damage caused by such removal, reasonable wear and tear excepted (the “Restoration Obligations”). Notwithstanding the Restoration Obligations or anything else contained in this Lease, to the extent applicable, the Tenant shall not be required to remove any cabling, wiring, fibre optic wiring, hydro-electric wiring, telephone wiring, conduits, or concrete foundations.

12. INSURANCE AND INDEMNITY. The Tenant agrees to maintain at all times during the currency of this Lease hereinbefore described, a minimum of Five Million (\$5,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies except under non-owned automobile liability and no such policy shall be cancelled during policy terms without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager acting reasonably shall be provided to the City upon policy renewal. Excess or umbrella insurance may be used to achieve the required insured limit.

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the negligence or wilful misconduct of the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any claim, damage, loss, injury or death which results from the acts or omissions of the Landlord, its employees, agents, contractors or those whom it is responsible in law. In no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

13. ENVIRONMENTAL. The Landlord warrants, to the best of its knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials (the “Contaminants”). If Contaminants are discovered by the Tenant during the Term or any extension thereof the Tenant may terminate this Lease. Likewise, the Tenant agrees not to bring any Contaminants onto the Property.

14. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Property (“Interference”). The Landlord shall ensure that prior to any third party telecommunication provider installing telecommunications equipment on the Property, subsequent to the installation of the Equipment, that such third party telecommunication provider shall co-ordinate its installation with the Tenant according to the Tenant’s standard collocation procedures and conditions, to ensure there is no Interference and to ensure that the Tenant’s quiet enjoyment of the Leased Premises is protected.

15. ASSIGNMENT. The Tenant shall be permitted to assign, sublet or license the whole or any part of this Lease, the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee **provided that the Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease.** The Landlord shall not be permitted to assign or transfer this Lease in any manner whatsoever, without the prior written consent of the Tenant to any such assignment or transfer (which prior written consent may be unreasonably withheld by the Tenant), except that the Landlord may assign or transfer this Lease without the prior written consent of the Tenant, if such assignment or transfer is a result of a sale of the Property and the purchaser of the Property agrees to assume all of the Landlord’s rights and obligations under this Lease. The Tenant shall not have any obligation to direct or otherwise pay Rent to any party other than the Landlord, unless such party is an assignee of the Landlord as permitted by this Section.

16. GENERAL.

- (a) The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord, provided the Tenant has not been in default of any obligation under this Lease beyond any applicable cure periods provided in this Lease or at law.
- (b) The Landlord, at the Tenant’s expense, shall co-operate with the Tenant in obtaining all necessary consents from any governmental authorities having jurisdiction with respect to the installation, operation or maintenance of the Equipment and will execute all necessary consents or authorizations.
- (c) The Tenant shall use of the Property pursuant to this Lease, and the Landlord shall maintain the Property, in compliance and conformity with the requirements of all applicable Laws. “Laws” means every statute, law, by-law, regulation, ordinance, requirement, codes and

order from time to time or at any time in force during the Term and any Extended Term (if applicable) affecting in any way the Property or its condition, maintenance, use or occupation, as any of the foregoing may be interpreted and applied from time to time by courts or other tribunals of competent jurisdiction.

- (d) If the Tenant overholds the Leased Premises beyond the Term or any Extended Term (if applicable), the Tenant may continue such overholding as a tenancy from month to month, upon the same terms and conditions as contained in the Lease.
- (e) The Tenant is entitled to register a notice of this Lease on title to the Property in order to show its interest under this Lease and, to the extent not already provided under this Lease, the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.
- (f) Any notice to be given under the terms of this Lease shall be in writing and shall be sufficiently given if delivered personally or by courier to the party for whom it is intended or, if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are set forth for each party below.

In the case of the Landlord to:
The Corporation of the City of Sault Ste. Marie
~~CITY OF SAULT STE. MARIE~~
99 Foster Drive,
Sault Ste. Marie, Ontario
P6A 5X6

Attention: Legal Department
Email: m.borowiczsibenik@cityssm.on.ca

In the case of the Tenant to:

BELL MOBILITY INC.
5099 Creekbank Road,
Building D, 6th Floor North
Mississauga, Ontario
L4W 5N2

Attention: Real Estate Services
Email: bmresi@bell.ca

Either party to this Lease may change its address for by notice to the other party in accordance with the provisions of this Section. Any notice delivered personally, by courier or registered mail shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day.

- (g) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s Landlord Relations Specialists may be reached by the Landlord during business hours for questions or concerns related to this Lease at 1-800-667-5263 (for Central Region & Western Region), 1-800-707-6485 (for Eastern Region and Atlantic Region) or at bmresi@bell.ca. Furthermore, without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, Bell Mobility’s network operations control centre can be reached by the Landlord 24 hours a day at 1-866-670-6622 to report power outages, hazardous conditions or emergencies at the Property.
- (h) Without limiting the generality of Section 16(f) herein, and not constituting formal notice or acting as a substitute to any formal notice required pursuant to the terms of this Lease, the Landlord can be reached by the Tenant 24 hours a day for questions or concerns related to this Lease at **705-759-5201 (Director Public Works)**.
- (i) It is an expressed condition of this Lease that the provisions of Section 50 of the Planning Act, R.S.O. 1990, as amended, be complied with.
- (j) The Landlord represents and warrants to and in favour of the Tenant that:
 - (i) neither the entering into nor the delivery of this Lease nor the completion by the Landlord or the Tenant of the transactions contemplated under this Lease will conflict with or constitute a default under or result in a violation of, or require a consent of anyone under any agreement to which the Landlord is a party or by which the Landlord or the Leased Premises or Property is bound; and
 - (ii) the Landlord has the good right, full power and absolute authority to enter into this Lease and grant this Lease and all of the rights hereunder to the Tenant.

Tenant Initials	Landlord Initials
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The Landlord shall indemnify the Tenant with respect to all claims, actions, damages, liabilities and expenses in the connection with any breach of the representations or warranties in this Subsection, and the Landlord agrees to be liable for and to pay all costs, claims, damages and expenses to the Tenant associated with any breach of the representations or warranties in this Subsection.

- (k) This Lease shall be binding upon and shall enure to the benefit of the Landlord and the Tenant and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.
- (l) **Except for the obligation to make payments or advance funds when due hereunder**, which may not be claimed as force majeure by any party, the obligations of the parties shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation: (i) labour disputes (however arising and whether or not employee demands are reasonable or within the power of the party to grant); (ii) acts of God; (iii) laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity; (iv) judgments or orders of any court; (v) inability to obtain on reasonably acceptable terms, or unreasonable delays in obtaining, any public or private license, permit or other authorization; (vi) acts of war or conditions arising out of or attributable to war, whether declared or undeclared; (vii) riots, acts of terrorism, civil strife, insurrection or rebellion; (viii) fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; (ix) delay of failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors’ or subcontractors’ shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; (x) accidents; (xi) power failure; (xii) breakdown of equipment, machinery or facilities; (xiii) actions by native rights groups, environmental groups or other similar special interest groups; or (xiv) any other cause, whether similar or dissimilar to the foregoing that is beyond the reasonable control of the affected party. The time for performance of all obligations hereunder (except for the obligation to make payments or to provide funds when due) shall be extended for a period equivalent to any period(s) of force majeure, as described above. A party that claims force majeure shall promptly notify the other party and shall: (a) take all reasonable steps to remove or remedy the cause of the prevention or delay insofar as the party claiming force majeure is reasonably able to do so and as soon as reasonably possible; and (b) use commercially reasonable efforts to mitigate any effect which an occurrence of an event of force majeure might have on the performance of such party’s obligations under this Lease.

If the Tenant defaults at any time in any rental payment required under this Lease during the Term or any extension thereof, or fails, or neglects at any time to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Landlord shall give the Tenant written notice of such default and the Tenant shall correct such default within fifteen (15) days after receipt thereof and if the default remains outstanding on the sixteenth (16th) day the Landlord may terminate this Lease forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct in which case the Tenant shall have a reasonable time to cure such default.

- (m) The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the Landlord and the Tenant. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure.
- (n) This Lease contains the entire agreement between the parties with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the Landlord and the Tenant. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.
- (o) The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
- (p) This Lease shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario.
- (q) The Landlord and the Tenant acknowledge and agree that Schedules “A”, “B” and “C” as attached shall form part of this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date on the first page of this Lease.

The Corporation of the City of Sault Ste. Marie
~~CITY OF SAULT STE. MARIE~~ (Landlord)

Per:

Name: Matthew Shoemaker
Title: Mayor

Per:

Name: Rachel Tyczinski
Title: City Clerk

I/We have authority to bind the city.

BELL MOBILITY INC. (Tenant)

Per:

Name: Orlando Angel
Title: Director, Network

I have authority to bind the corporation.

SCHEDULE “A”

LEGAL DESCRIPTION OF PROPERTY

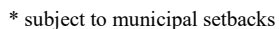
Engineering Code: W1890
Municipality: Sault Ste. Marie
Province: Ontario

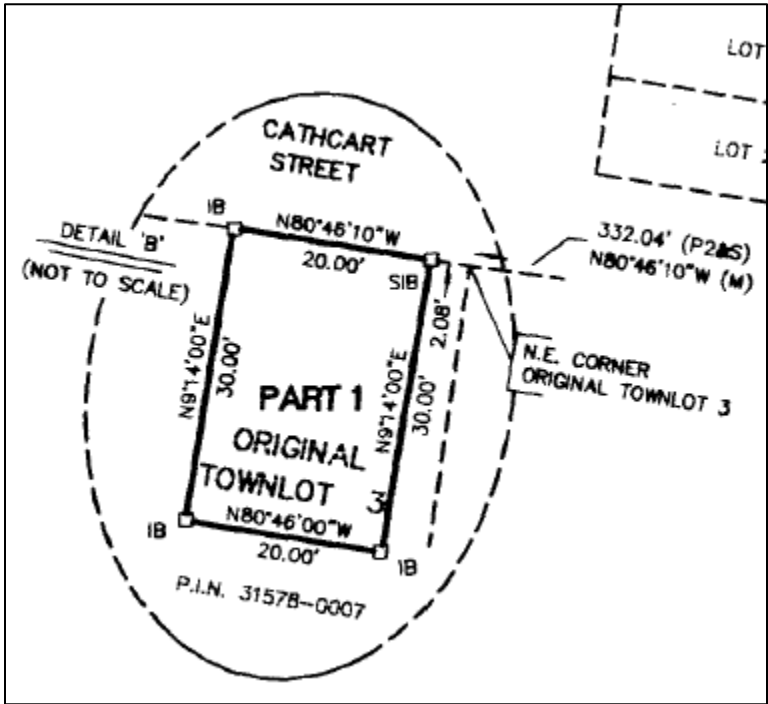
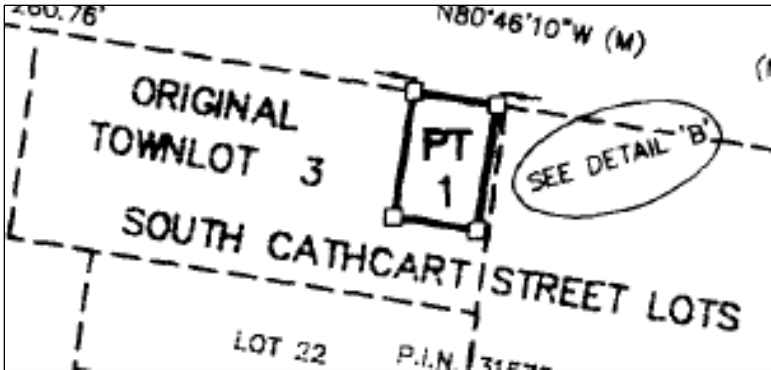
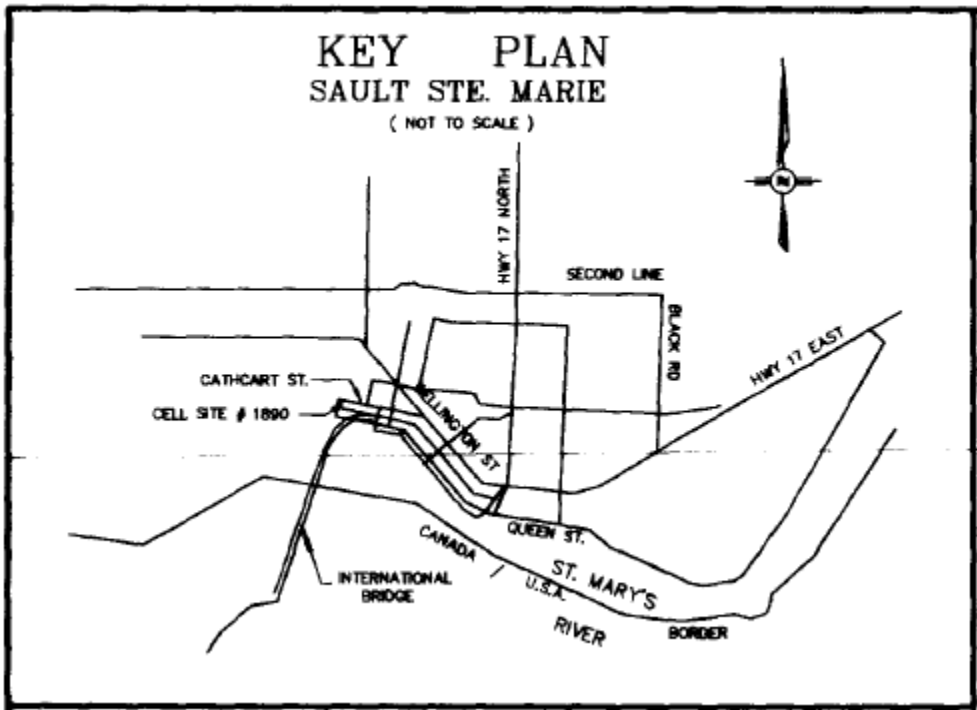
Legal Description: LANE PL 21500 ST. MARY'S ABUTTING LOTS 1-13 PL 21500 CLOSED BY T161134; ROME ST PL 21500 ST. MARY'S CLOSED BY T168066; LT 1-16, 22-26 PL 21500 ST. MARY'S EXCEPT PT 9, 11 & 12 1R2411; LT 2-3, 6 PL 8152 ST. MARY'S; LANE PL 8152 ST. MARY'S; LT 1, 8 PL 7864 ST. MARY'S EXCEPT PT 2 1R1648; LT 1 PL 8098 ST. MARY'S; LANE PL 23132 ST. MARY'S; LT 4 S/S CATHCART ST, 5 S/S CATHCART ST, 6 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 1-3 1R1695 & THE SLY 14 FT OF THE ELY 55 FT OF LT 5 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S; JAMES ST PL TOWN PLOT OF ST. MARY'S BTN MURRAY ST TOWN PLOT OF ST. MARY'S & CATHCART ST TOWN PLOT OF ST. MARY'S CLOSED BY T167808 EXCEPT PT 1 1R1648; PT LANE PL 21500 ST. MARY'S CLOSED BY T161134 PT 6 1R2411; PT LT 2 N/S MURRAY ST, 3 N/S MURRAY ST, 4 N/S MURRAY ST, 5 N/S MURRAY ST, 9 N/S MURRAY ST, 3 S/S CATHCART ST, 6 S/S CATHCART ST, 8 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T109820 EXCEPT THE EASEMENT THEREIN, AS IN T112669, T114231, RY40650 & AS IN T133273 (3RDLY) EXCEPT T257335, PT 1 & 2 1R1851 & PT 14 1R2411, PT 3-5 1R8760, PT 6-9 1R1943, AS IN T114847, T110314 & RY40582, AS IN T107185 & T125541, PT 2 1R1943; PT LT 4 PL 8152 ST. MARY'S AS IN T123679; PT LANE PL 7864 ST. MARY'S PT 3 & 12 1R1943; S/T T125541, T112898, T111905, T109620; T/W T107185; S/T & T/W T127793; S/T LIFE INTEREST IN T99265; S/T BENEFICIARIES INTEREST IN T114230; S/T T152221; S/T EASEMENT IN GROSS OVER PT 1 1R11456 AS IN AL27956; SAULT STE. MARIE

Property Identifier: 315780007

Tenant Initials	Landlord Initials
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PLAN(S) OF LEASED PREMISES





SCHEDULE “C”

RENT FOR TERM AND EXTENDED TERMS (AS APPLICABLE)

Annual Rent shall be the amounts stipulated in the table below for a given year (exclusive of any Sales Taxes which the Tenant is required to pay by law), payable in one instalment in advance of the anniversary date of the lease.

Period	Annual Rent
January 1, 2027 – December 31, 2031	\$8,000.00
January 1, 2032 – December 31, 2036	\$9,200.00
January 1, 2037 – December 31, 2041	\$10,580.00
January 1, 2042 – December 31, 2046	\$12,167.00

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-126

DELEGATED AUTHORITY AND AGREEMENT: A by-law to approve the standard form of Band Performance Agreement and Artwork Commission Agreement, and to further delegate to the Director of Community Services, or their delegate, signing authority to execute same on behalf of The Corporation 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 Performance Agreement as set out in Schedule "A" hereto.

The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form Artwork Commission Agreement as set out in Schedule "B" hereto.

2. **BAND PERFORMANCE AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Director of Community Services, their delegate, signing authority to execute the Performance 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 Services or their delegate is further authorized to make minor variations from this standard form agreement to suit the needs of the performers.

3. **ARTWORK COMMISSION AGREEMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Director of Community Services, their delegate, signing authority to execute the Artwork Commission Agreement substantially in the form of Schedule "B" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.
- (ii) The Director of Community Services or their delegate is further authorized to make minor variations from this standard form agreement to suit the particular needs of the Artist or the private property owner of the site where the mural will be located; however, shall not change the prescribed indemnity provision.

4. **SCHEDULE "A" & "B"**

Schedule "A" & "B" form 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 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-126 Performance Band and Artwork Agreements - Delegated Authority and Agreement - CSD.docx

Schedule "A"
BAND PERFORMANCE AGREEMENT

This Band Performance Agreement ("Agreement") is entered into on _____,
20____, by and between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter: the "City")

-AND-

Band/Performer: _____

Representative: _____

Address: _____

Phone: _____ Email: _____

(hereinafter: the "Band")

Collectively referred to as the "Parties."

1. EVENT DETAILS

Event Name: _____

Performance Date: _____

Performance Location: _____

Performance Time: _____

Set-Up Time: _____

Take-Down Completion Time: _____

Venue location(s): _____

2. PERFORMANCE OBLIGATIONS

The Band agrees to:

- a. Perform an all age appropriate professional musical entertainment for the duration specified above.

- b. Provide all necessary instruments, equipment, and personnel required for the performance unless otherwise agreed in writing.
- c. Conduct themselves in a professional manner and comply with all applicable municipal bylaws, regulations, and event policies.
- d. Adhere to all sound level restrictions established by the City and event organizers.
- e. Refrain from performances or conduct that may be deemed discriminatory, hateful, obscene, illegal, or unsafe.

3. COMPENSATION

HST # _____

(HST Information if applicable include amount below)

Performance Fee _____ + HST _____ = _____

Payment Terms:

- a. The Band shall be responsible for all applicable taxes and remittances.
- b. Payment to the Band from be made payable to _____, by the City no later than _____ on _____, 20____.

4. INSURANCE

Where applicable, the Band shall maintain Commercial General Liability Insurance with a minimum coverage limit of \$2,000,000 per occurrence (or such amount required by the City). The City shall be named as an Additional Insured on the policy. Proof of insurance must be provided no later than _____ days prior to the event.

5. PERMITS AND COMPLIANCE

The Band shall comply with all federal, provincial, and municipal laws and regulations, including but not limited to copyright and music licensing requirements where applicable, fire, health, and safety regulations, and any event-specific requirements communicated by the City and appended hereto.

6. USE OF CITY PROPERTY

The Band agrees to use City property responsibly and only for the purposes authorized under this Agreement, leave the performance area in a clean and orderly condition, to promptly report any damage to City property, and be responsible for any damage caused by the Band, its members, contractors, agents, or equipment beyond normal wear and tear.

7. INDEMNIFICATION AND RELEASE OF LIABILITY

The Band shall indemnify and hold harmless the City, its elected officials, employees, volunteers, and agents from any claims, losses, damages, liabilities, costs, and expenses arising from the Band's performance, negligence, or breach of this Agreement

and hereby waive, release, and discharge the City and its current and former officers, employees, agents, contractors, volunteers, and assigns from any and all claims, demands, cause of action, losses, damages, costs, expenses, liabilities, or proceedings arising directly or indirectly from the performance.

8. HEALTH AND SAFETY

The Band shall comply with all health and safety requirements and shall not create unsafe conditions for event attendees, City staff, or other participants.

The City reserves the right to stop the performance if safety concerns arise.

9. CANCELLATION

Cancellation by the City

The City may cancel the performance due to severe weather, public safety concerns, emergencies, force majeure events as defined below, or breach of this Agreement by the Band. The City shall provide notice as soon as reasonably possible and the Band shall have no legal rights to make a claim against the City for lost revenue or any other claim whatsoever.

Cancellation by the Band

The Band shall provide written notice as soon as possible if unable to perform for any reason whatsoever.

10. FORCE MAJEURE

The City shall not be liable for its failure to perform obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, government orders, public emergencies, labour disruptions, or other unforeseen events.

11. MEDIA RELEASE

The City may photograph, record, and promote the event. The Band grants the City permission to use photographs, audio recordings, and video recordings of the performance for promotional and archival purposes unless otherwise agreed in writing.

12. INDEPENDENT CONTRACTOR

The Band is an independent contractor and not an employee, agent, or representative of the City.

13. TERMINATION

The City may immediately terminate this Agreement if the Band violates applicable laws or bylaws, creates an unsafe condition, fails to maintain required insurance, or materially breaches any term of this Agreement.

14. GENERAL

This Agreement constitutes the entire agreement between the Parties and any amendments must be in writing and signed by both Parties.

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

SIGNATURES

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

BAND: _____

Band Representative:

Name: _____

Title/Role: _____

Signature: _____

Date: _____

Schedule "B"
ARTWORK COMMISSION AGREEMENT

This Artwork Commission Agreement ("Agreement") governing the respective rights of each party with respect to the artwork described herein is entered into on _____, 20____, by and between:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter: the "City")

-AND-

Artist/Muralist: _____

Address: _____

Phone: _____ Email: _____

(hereinafter: the "Artist")

-AND-

Property Owner (if mural located on private property): _____

Address: _____

Phone: _____ Email: _____

(hereinafter: the "Property Owner")

1. SCOPE OF WORK COMMISSIONED

Artist and City expressly agree that the mural to be created by Artist shall be limited to, unless modified signed by both parties, the following artwork, hereafter known as "the Work".

Artist agrees that the Work shall be of first-class quality, artistically produced in accordance with the Specifications, with aesthetic content technically correct and of a quality equal to current standards for work of similar character and purpose.

2. DEADLINES AND COMPLETION

Artist agrees to complete, deliver, and install the Work upon the following schedule:

- Complete Work no later than _____
- Develop and install Work at City property site or private property site located at _____

3. RIGHTS TRANSFERRED

City is and will be the sole and exclusive owner of all right, title, and interest in and to the Work and the Specifications (excluding any third-party intellectual property in the Specifications), including all copyrights and other intellectual property rights therein. In furtherance of the foregoing, Artist shall, and hereby does, (a) assign, transfer, and otherwise convey to City irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to the Work and the Specifications (excluding any third party intellectual property in the Specifications), including all copyrights and other intellectual property rights therein; and (b) irrevocably waive and agree not to assert its moral rights in the Work and the Specifications (excluding any third party intellectual property in the Specifications), including any and all claims Artist may now or hereafter have in any jurisdiction to moral rights or rights of "droit moral" in the Work and the Specifications. Where the work is on private property, The Corporation of the City of Sault Ste. Marie ("Corporation") will hold all intellectual property rights and the private property owner acknowledges that ownership of the physical wall is separate from ownership of the intellectual property in the Work.

City hereby grants Artist a limited licence to use the Work for self-promotion and include the Work in the Artist's portfolio or display the Work on any website that displays the Artist's works.

Artist hereby grants to the City and its affiliates and each of their respective direct and indirect successors, licensees, successors and assigns, the right to use Artist's name, image, likeness, and biographical and professional information (including information Artist provides to City and any other information about Artist that is publicly available) in connection with the Work.

Artist and City agree that the following rights shall be transferred from Artist to City upon receipt of full payment.

4. COMPENSATION

In full consideration of the Artist's completion of the Work in accordance with this Agreement (including without limitation research & design, revisions, delivery and installation and the Artist fee), the City shall pay Artist a total flat fee of \$_____ + HST CAD ("Fee"). Artist shall invoice City for the Fee due under this Agreement as shown below. Payment of undisputed amounts shall be due within thirty (30) days after the date City receives a correctly completed invoice.

- 50% Down payment
- 50% Remaining balance due upon completion and Installation of the project.

5. TERMINATION FEE

City may terminate this Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, City agrees to compensate Artist as follows:

(1) Partial Completion. If Artist has partially completed the Work, City agrees to compensate Artist at (75%) of the Fee. "Partial Completion" means: Installation of the artwork is underway and half complete. If this Agreement is terminated by City upon Partial Completion by Artist, Artist shall transfer ownership of right, title, and interest in and to the Work and Specifications to City as specified in Section III.

(2) Full Completion. If Artist has completed the Work at the time of cancellation, City agrees to compensate in full as otherwise provided in this Agreement and Artist shall transfer ownership of right, title and interest in and to the Work and Specifications to City as specified in Section III.

6. NON-PAYMENT REMEDIES

Any late payments due shall bear interest at the highest applicable statutory rate in any jurisdiction in which the Agreement is made. If no such statutory rate applies, payment delinquencies shall bear interest at a rate of two and one-half percent (2.5%) per month.

7. ARTIST RIGHT TO AUTHORSHIP CREDIT

When asked, City must properly identify Artist as the creator of Work. City does not have a proactive duty to display Artist's name together with Work, but City may not seek to mislead others that Work was created by anyone other than Artist.

8. SEVERABILITY AND INTEGRATION

City and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

9. RELATIONSHIP OF THE PARTIES

Artist is an independent contractor of City, and this Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Artist and City for any purpose.

Artist is not eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing, or retirement benefits, or any other benefit or compensation plans offered by the City to its employees, including, without limitation, any payments under any employment standards legislation.

City is not responsible for withholding or paying any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Artist. Artist is solely responsible for these withholding, remitting and registration obligations.

10. WARRANTY OF ORIGINALITY

Artist represents and warrants to City that: (i) the Work is Artist's sole and original creation and has not been previously made publicly available or licensed to any third party; and (ii) the Work does not, and use thereof will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of personality, publicity or privacy, or any third-party agreement. Artist agrees that it shall hold City harmless for any claim or liability caused by Artist's breach of the warranties under this Agreement.

11. INSURANCE

During the term of this agreement, Artist shall maintain in full force and effect at the Artist's sole expense, all-risks insurance covering direct physical loss or damage to drawings, models, the materials, and equipment used in connection with the Work, as well as the Work, from the date the Artist commences the research and design of the Work until the Artist delivers the Work directly to the City and general liability insurance for a minimum of \$2 million for any one occurrence. Such insurance shall name 'The Corporation of the City of Sault Ste. Marie' [and 'the private land owner' upon the private land owners request] as an additional insured but only with respect to this agreement.

(a) The general liability insurance shall include at least the following:

- Products and completed operations;
- Personal injury;
- Cross liability;
- Contractual liability;
- Thirty (30) days' prior written notice of material change to, cancellation, or non-renewal of the policy.

(b) Artist shall provide City with evidence of insurance upon request.

Should an Artist not have or be unable to obtain the insurance required by this section, at the sole discretion of the City, the Artist may be permitted to complete the work herein without insurance.

12. INDEMNITY

Artist agrees to defend, indemnify, and save City [and private property owner if mural on private property] harmless from all loss, cost, expense, judgment, or damage on account of injury to persons, including death, or damage to property, in any way caused by the negligence of Artist, its servants, agents, or employees related to or arising out of the programs or other matters to which this agreement pertains including but not limited to completion of the work on the City's land, together with all legal expenses and costs incurred by City in defending any legal action pertaining to the above.

13. RIGHTS AND OBLIGATIONS OF A PRIVATE PROPERTY OWNER

- i. [PROPERTY OWNER] authorizes [ARTIST], its officers, employees, contractors, agents, volunteers, and representatives to enter upon the property for the purpose of performing the work of the mural creation at the above-mentioned property and agrees that the wall is structurally suitable for installation of the mural. Further, [PROPERTY OWNER] authorizes the City and [ARTIST] to enter upon the property to inspect, photograph, maintain, or repair the mural once completed.
- ii. [PROPERTY OWNER] agrees to provide [ARTIST] with access to the mural site at all reasonable times in order to complete the mural and the [ARTIST] will make all reasonable efforts not to interfere with the business conducted by the owner and other tenants/occupants of the property.
- iii. [PROPERTY OWNER] agrees to have a mural installed on their property and that the mural shall be allowed to remain on the wall for a period of at least ten (10) years with the possibility of an extension. During the term, or any extension thereof, at such time the property is being offered for sale or lease, or the building on such property is being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion the Property Owner has the right to cancel this agreement upon six (6) months written notice to the Corporation of the City of Sault Ste. Marie.
- iv. [PROPERTY OWNER] understands and acknowledges that artwork such as mural painting activities involve inherent risks and that complete restoration of the wall may not be possible. [PROPERTY OWNER] further agrees that any refurbishment, repairs, maintenance, or touch-up to the mural is allowed to be conducted and voluntarily accepts and assumes all risks associated with the mural painting activities on their property.
- v. [PROPERTY OWNER] waives, releases, and discharges the Corporation of the City of Sault Ste. Marie and its current and former officers, employees, agents, contractors, volunteers, and assigns from any and all claims, demands, cause

of action, losses, damages, costs, expenses, liabilities, or proceedings arising directly or indirectly from mural production and creation activities.

- vi. [PROPERTY OWNER] agrees to defend, indemnify, and save the Corporation of the City of Sault Ste. Marie harmless from all loss, cost, expense, judgment, or damage on account of injury to persons, including death, or damage to property related to or arising out of other matters to which this agreement pertains including but not limited to mural production and creation activities.
- vii. [PROPERTY OWNER] agrees not to deface, cover, destroy, damage, alter, or directly obstruct the full or partial visibility of the mural for the duration of the term.

14. MISCELLANEOUS

- i. This Agreement is personal to the Artist. The Artist shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. City may assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
- ii. Artist shall use any City confidential or proprietary only as required to fulfil Artist's obligations under this Agreement and shall not disclose such information to any third party.
- iii. Each party will promptly do, make, execute, deliver or cause to be done, made, executed, or delivered all such further acts, documents and things as the other party may reasonably require from time to time for the purpose of giving effect to this Agreement and will use commercially reasonable efforts to take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement.
- iv. This Agreement and any matter, claim, controversy, dispute, or cause of action arising out of or relating to this Agreement, whether in contract, tort, statute, or otherwise, shall be governed by and construed in accordance with the laws of the Province of Ontario and any claim or dispute between the parties shall be heard in the courts of the Province of Ontario.

LEAVE BLANK INTENTIONALLY

AGREED TO AND ACCEPTED BY:

The Corporation of the City of Sault Ste. Marie

Signature

Name:

Title:

Date:

Artist: [NAME]

Signature

Name:

Date:

Property Owner [If mural located on private property]

Signature

Name:

Title:

Date:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-127

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of Boydell Place between Wellington Street West and Northland Road from September 1, 2026 to October 10, 2026 as required by Enbridge Gas Inc. to undertake repairs to their underground infrastructure with the assistance of a contractor.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF BOYDELL PLACE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of Boydell Place between Wellington Street West and Northland Road from September 1, 2026 to October 10, 2026 as required by Enbridge Gas Inc. to undertake repairs to their underground infrastructure with the assistance of a contractor.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-128

ENGINEERING: A by-law to authorize the execution of the Contract between the City and Pioneer Construction Inc. for the second phase of the Sackville Road Extension (Contract 2026-3E).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Contract dated August 10, 2026 the City and Pioneer Construction Inc., a copy of which is attached as Schedule "A" hereto. This Contract is for the second phase of the Sackville Road Extension (Contract 2026-3E).

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 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
SACKVILLE ROAD EXTENSION – PHASE 2
Contract No 2026-3E**

FORM OF AGREEMENT

This Agreement, made (in triplicate) this 10th day of August in the year 2026, by and between Pioneer Construction Inc., hereinafter called the "Contractor",

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the "Owner".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

**SACKVILLE ROAD EXTENSION – PHASE 2
Contract No 2026-3E**

which have been signed in triplicate by both parties and which were prepared by Kresin Engineering Corporation, acting as Contract Administrator and herein entitled, "The Contract Administrator".

2. The Contractor will do and fulfill everything indicated by the Agreement (being this form of agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Standard Specifications, Standard Drawings, Tender, Supplemental General Conditions, OPSS.MUNI 100 (November 2024 version or newest), and working drawings.

3. The Contractor will complete all work in accordance with the terms of the Contract. The Owner will have quality control on site to ensure same and work must be completed to the satisfaction of the Contract Administrator within the period of the time specified. Owners' quality control inspectors will not be responsible for any other roles on site except for quality control.

4. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, Supplemental General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Owner and, its elected officials, officers, employees, volunteers, agents, the Contract Administrator, all respective heirs and executors, successors and assigns, from all loss, damages, costs,

charges and expenses of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement wherein.

8. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
c/o Engineering Division
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

The Contractor: **Pioneer Construction Inc.**
1 Ceasar Road
Sudbury, On P3E 5P3

The Contract Administrator: Kresin Engineering Corporation
536 Fourth Line East
Sault Ste. Marie, ON P6A 6J8

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

MUNICIPAL CLERK – RACHEL TYCZINSKI

THE CONTRACTOR (Pioneer Construction Inc.)

SIGNATURE

NAME: _____

I have authority to bind the corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-129

TEMPORARY STREET CLOSING: A by-law to permit the temporary closing of the Sackville Road and Mary Avenue intersection from August 4, 2026, to November 30, 2026 to facilitate the second phase of the Sackville Road Extension.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF THE SACKVILLE ROAD AND MARY AVENUE INTERSECTION**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing of the Sackville Road and Mary Avenue intersection from August 4, 2026, to November 30, 2026 to facilitate the second phase of the Sackville Road Extension.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-130

RESTRICTED ACTS: A by-law to delegate authority to the CAO to take action with respect to any of the acts herein.

WHEREAS Section 275 of the *Municipal Act*, 2001, c. 25 ("Act") as amended, restricts the actions described in subsection (3) after the first day during the election period for a new Council on which it can be determined that one of the following applies to the new Council that will take office following the election:

1. If the new Council will have the same number of members as the outgoing Council, the new Council will include less than three-quarters of the members of the outgoing Council.
2. If the new Council will have more members than the outgoing Council, the new Council will include less than three-quarters of the members of the outgoing Council, or, if the new Council will include at least three-quarters of the members of the outgoing Council, three-quarters of the members of the outgoing Council will not constitute, at a minimum, a majority of the members of the new Council.
3. If the new Council will have fewer members than the outgoing Council, less than three-quarters of the members of the new Council will have been members of the outgoing Council or, if at least three-quarters of the members of the new Council will have been members of the outgoing Council, three-quarters of the members of the new Council will not constitute, at a minimum, a majority of the members of the outgoing Council.

AND WHEREAS under Section 275 (3) of the Act the following restrictions will apply to Council of The Corporation of the City of Sault Ste. Marie as of after the first day during the election for a new Council on which it can be determined that one of the above noted sections apply, and will remain in effect until the swearing in of the new Council:

- a) The appointment or removal from office of any officer of the Municipality;
- b) The hiring or dismissal of any employee of the Municipality;
- c) The disposition of any real or personal property of the Municipality which has a value exceeding \$50,000 at the time of disposal; and

- d) Making any expenditures or incurring any other liability which exceeds \$50,000.

AND WHEREAS Section 275(6) of the Act states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new Council;

AND WHEREAS Council deems it expedient to delegate authority to the CAO to take action, where necessary, during the application of the restricted period, also know as “Lame Duck” period;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie pursuant to section 23.1 of the Act, ENACTS as follows:

1. DELEGATED AUTHORITY

Council delegates authority to the CAO of The Corporation of the City of Sault Ste. Marie, to act, where necessary, on restrictions listed in Section 275(3) of the Act between Nomination Day and the commencement of the Council Term related to:

Engineering:

- a. Peoples Road Storm Water Management Ponds – Approval of to engage an engineering firm and enter into an engineering agreement for the design and contract administration of four storm water management ponds. These ponds are recommended as part of the 2027 Capital Transportation Program, which will be presented in the 2027 budget. There is \$400K approved in the 2026 budget to allow engineering work to proceed ahead of the 2027 budget deliberations. Delaying this work until December risks the design and tender preparation not being ready for summer construction.
- b. Engineering Studies – Approval to engage an engineering firm and enter into an engineering agreement for studies that were not explicitly named in the list of studies within the 2026 Miscellaneous Construction budget. These include the Church and Pim Environmental Assessment, Herkimer Street Bridge Study/Environmental Assessment and the Shatruck Environmental study. There is budget available in the 2026 Miscellaneous Construction Budget.

Community Development and Enterprise Services:

- c. Tourism Development Fund applications to a maximum of \$25,000.

- d. Community Improvement Plan application(s) – waiver of future tax revenue. Formal agreement between the City and the recipient(s).
- e. Any other act that may be necessary to maintain the operations of the Corporation and effective municipal servicing.

2. DUTY TO REPORT

The CAO will report to Council on any actions taken under the restrictions listed in Section 275(3) of the Act between Nomination Day and the commencement of the Council Term.

3. EFFECTIVE DATE

This By-law shall come into force and effect only if it is determined that restricted provisions apply for the 2026 election.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2026\2026-130 Delegated Authority CAO - Restrictive Covenant.docx

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-131

DELEGATED AUTHORITY AND AGREEMENT: A by-law to authorize the execution of the Operating Service Agreement between the City, Sault Area Hospital, and Algoma West Academy of Medicine for Physician Recruitment Funding, and to further delegate to the Chief Administrative Officer signing authority to execute and bind the Corporation to future Operating Service Agreements for Physician Recruitment. This a routine agreement and the Corporation's yearly financial contribution is approved by Council during budget. The CAO would execute future Operating Service Agreements after the agreement has been reviewed by the Legal and Finance Departments.

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. **EXECUTION OF DOCUMENT**

The Chief Administrative Officer is hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Operating Service Agreement between City, Sault Area Hospital, and Algoma West Academy of Medicine, dated March 28, 2026, a copy of which is attached as Schedule "A" hereto. This Operating Service Agreement is for Physician Recruitment Funding.

2. **OPERATING SERVICE AGREEMENT FOR PHYSICIAN RECRUITMENT POWERS DELEGATED**

- (i) The Council hereby delegates to the Chief Administrative Officer signing authority to execute Operating Service Agreements for Physician Recruitment substantially in the form of Schedule "A" on behalf of The Corporation of the City of Sault Ste. Marie on the terms and conditions therein set forth.
- (ii) The Council will approve the Corporation of the City of Sault Ste. Marie's yearly financial contribution for physician recruitment during budget time and each year the financial contribution amount approved by the Council will be stated in the Operating Service Agreement for Physician Recruitment for that year.
- (iii) The Chief Administrative Officer is further authorized to make minor variations from the standard operating service agreement for physician recruitment to suit the interests of all parties including The Corporation of the City of Sault Ste. Marie, Sault Area Hospital, and Algoma West Academy of Medicine.

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, and will cover any agreement from August 10, 2026 onward.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

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OPERATING SERVICE AGREEMENT

This Agreement made this 28th day of March 2026.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

SAULT AREA HOSPITAL
hereinafter referred to as "SAH"

- and -

ALGOMA WEST ACADEMY OF MEDICINE
hereinafter referred to as "AWAM"

WHEREAS the above parties agree that the recruitment of physicians is vital to the citizens of Sault Ste. Marie and district;

AND WHEREAS a program is required to attract such physicians to the area;

AND WHEREAS the parties hereto recognize and support the initiative to attract physicians to the area;

NOW THEREFORE the parties hereto agree as follows:

1. This Agreement shall be for a term of one (1) year commencing April 1, 2026 and terminating March 31, 2027.
2. The parties hereto agree that they have the authority to act independently on matters of physician recruitment & retention.
3. The parties hereto shall prepare annually a budget relating to physician recruitment & retention activities for the year.

4. The parties hereto shall forward the City's portion of the budgeted share to City Council at the end of October annually for review, with reference to the Finance Committee, if desired by City Council.
5. The parties hereto shall administer the program for the recruitment & retention of physicians.
6. Payment of expenses related to the program shall be made by SAH upon approved instructions from the Chair, Delegate of the Committee, or Manager of the Physician Recruitment & Retention Program. SAH will ensure all payments are made with due expedience and recorded in an accurate, complete and timely fashion in accordance with generally accepted accounting principles (GAAP).
7. Copies of all original invoices, requests for payment and other instructions documenting financial transactions shall be retained in the Physician Recruitment & Retention office.
8. Original documentation shall be provided by SAH and will be retained in accordance with all privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Personal Information Protection and Electronic Documents Act* (PIPEDA).
9. Upon request of any of the parties hereto, the Physician Recruitment & Retention office shall provide financial documentation. Provision of documentation shall be in accordance with the principles of privacy legislation including MFIPPA and PIPEDA.
10. SAH shall maintain financial records sufficient to produce a monthly statement of income and expenses and any other report that may be reasonably requested by any of the parties hereto, including a list of committed expenses.

11. SAH shall prepare monthly financial reports for the parties hereto as outlined in clause 10 of this Agreement and shall invoice the City for reimbursement monthly. In addition, SAH shall prepare a financial report for the period April 1st to March 31st annually.

12. Upon review and approval, the City shall reimburse SAH for all expenses on the basis of the monthly invoice provided by SAH. Approved expenses include but are not limited to those outlined in Schedule "A" attached hereto.

13. The parties hereto shall inform the City of any commitments for future expenditures negotiated during the operating year but to be paid in future years. The City shall ensure that sufficient funds are retained to fund these future commitments. Contracts for physicians which extend for several years shall be treated as future expenses as outlined in this clause.

14. The City agrees to make an annual contribution of \$205,000 and SAH agrees to make an annual contribution of \$150,000 on June 1st of each year. The City and SAH contributions shall be used for the physician recruitment & retention program. AWAM agrees to make satisfactory annual in-kind contributions.

15. Any costs or liabilities incurred by SAH in the administration of this program arising out of decisions made by the parties hereto will be the sole responsibility of the parties hereto.

16. Any of the parties to this Agreement or their agents shall have the right to review any documents or records relating to this program at any time upon reasonable written request directed to the Chair or Manager of the Physician Recruitment & Retention Program.

17. This Agreement shall not be assigned without prior written consent of all parties hereto.

18. Each Party may receive or have access to confidential information of another Party in connection with this Agreement, including business, operational, and personal ("Confidential Information").

Each Receiving Party shall:

- (a) keep Confidential Information confidential;
- (b) use Confidential Information only for the purposes of this Agreement;
- (c) not disclose Confidential Information to any third party except with the prior written consent of the Disclosing Party or as required by law; and
- (d) ensure that its personnel and permitted representatives who receive Confidential Information are subject to confidentiality obligations no less protective than those set out in this Agreement.

Each Party shall protect the Confidential Information of the other Parties using reasonable safeguards and the same degree of care it uses to protect its own confidential information of a similar nature. If a Party is required by law to disclose Confidential Information, it shall, to the extent legally permitted and reasonably practicable, provide prior notice to the Disclosing Party and consult regarding the disclosure.

19. The terms and provisions of this Agreement shall extend to and be binding upon and ensure to the benefit of the parties hereto, their successors and, where permitted, assigns under this contract.

IN WITNESS HEREOF the parties hereto have set their hands and seals this
_____ day of _____, 2026.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

Tom Vair, CAO

SAULT AREA HOSPITAL

Per:

Greg Zambusi, CEO and President (Interim)

Dr. John Heintzman, Chief of Staff

ALGOMA WEST ACADEMY OF MEDICINE

Per:

Dr. Adrienne Kelly, President

SCHEDULE "A"**A. COSTS ELIGIBLE FOR REIMBURSEMENT WILL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

1. Salaries, wages and benefits including any future amounts due as payment for severance or in lieu of notice. In the event of severance, the City shall be responsible only for that portion of the severance payment that relates to the employee's service with the parties hereto. Prior employment will not be calculated for the City's severance payment.
2. Expenses related to the administration of the program including office costs, minor equipment and professional fees.
3. Costs for advertising and promotion including marketing displays, conferences and meetings and receptions.
4. Recruiting costs including professional recruitment services, travel, site visits and recruitment events.

5. Travel expenses for physicians including transportation, lodging and meals.

B. COSTS INELIGIBLE FOR REIMBURSEMENT WILL INCLUDE:

1. No amount will be charged for rent for office space provided by SAH.
2. No amounts will be charged for utilities or office maintenance provided by SAH.
3. No amounts will be paid for locum costs reimbursable by the Ministry of Health.
4. No amounts will be paid as the principal of loans.
5. Any costs incurred by physicians other than travel expenses (transportation costs, lodging and meals).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2026-122

APPOINTMENTS: A by-law to appoint Stephen Facey as Chief Financial Officer and City Treasurer and to repeal By-law 2015-51.

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. **APPOINTMENT – CHIEF FINANCIAL OFFICER AND CITY TREASURER**

Stephen Facey is hereby appointed Chief Financial Officer and City Treasurer.

2. **BY-LAW 2015-51 REPEALED**

By-law 2015-51 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective on August 30, 2026.

PASSED in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2023-32

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431.

WHEREAS the street more particularly described as Herbert Street described as PIN 31535-0225 (LT) HERBERT ST PL 2012 ST. MARY'S EXCEPT T87748; HERBERT ST PL H496 ST. MARY'S LYING W OF T89496; S/T T91957, T91958, T91959 T91960, T91961; SAULT STE. MARIE was established as a public street and assumed for public use by By-law 2023-31;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The part of the street more particularly described as that portion of Herbert Street being PART PIN 31535-0225 (LT) PART HERBERT STREET, PLAN 52431, BEING PARTS 1-6 INCLUSIVE ON PLAN 1R13987, in the Dixon Subdivision, Plan 52431, having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

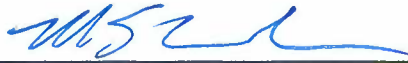
3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

READ the **FIRST** and **SECOND** time in open Council this 20th day of March, 2023.



MAYOR – MATTHEW SHOEMAKER



CITY CLERK – RACHEL TYCZINSKI

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431, PART PIN 31535-0225 (LT) PART HERBERT ST PL 2012 ST. MARY'S; PART HERBERT ST PL H496 ST. MARY'S; BEING PARTS 1, 2, 3, 4 AND 5 PLAN 1R13987; SUBJECT TO T91957, T91958, T91959, T91960, T91961.

Read the **THIRD** time in open Council and passed this 29th day of May, 2023.


MAYOR – MATTHEW SHOEMAKER


CITY CLERK – RACHEL TYCZINSKI

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STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Herbert Street, Dixon Subdivision, Plan 52431, PART PIN 31535-0225 (LT) PART HERBERT ST PL 2012 ST. MARY'S; PART HERBERT ST PL H496 ST. MARY'S; ALSO PART 6 PLAN 1R13987; SUBJECT TO T91957, T91958, T91959, T91960, T91961.

Read the **THIRD** time in open Council and passed this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2026-124

STREET CLOSING & CONVEYANCE: A by-law to stop up, close and authorize the conveyance of a portion of Wiber Street, now known as 72 Corey Avenue, being PIN 31504-0364(LT).

WHEREAS the street described as part of Wiber Street now known as 72 Corey Avenue being PIN 31504-0364 (LT) was established as a public street and assumed for public use by By-law 2026-123;

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

1. **STREET CLOSED, DECLARED SURPLUS AND CONVEYANCE AUTHORIZED**

The street described as part of Wiber Street now known as 72 Corey Avenue, being PIN 31504-0364(LT) having been assumed by the Corporation for public use, is hereby stopped up, closed, declared surplus to the requirements of the Municipality and the conveyance of same is authorized.

2. **EXECUTION OF DOCUMENTS**

The City Solicitor is hereby authorized by By-law 2018-55 for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

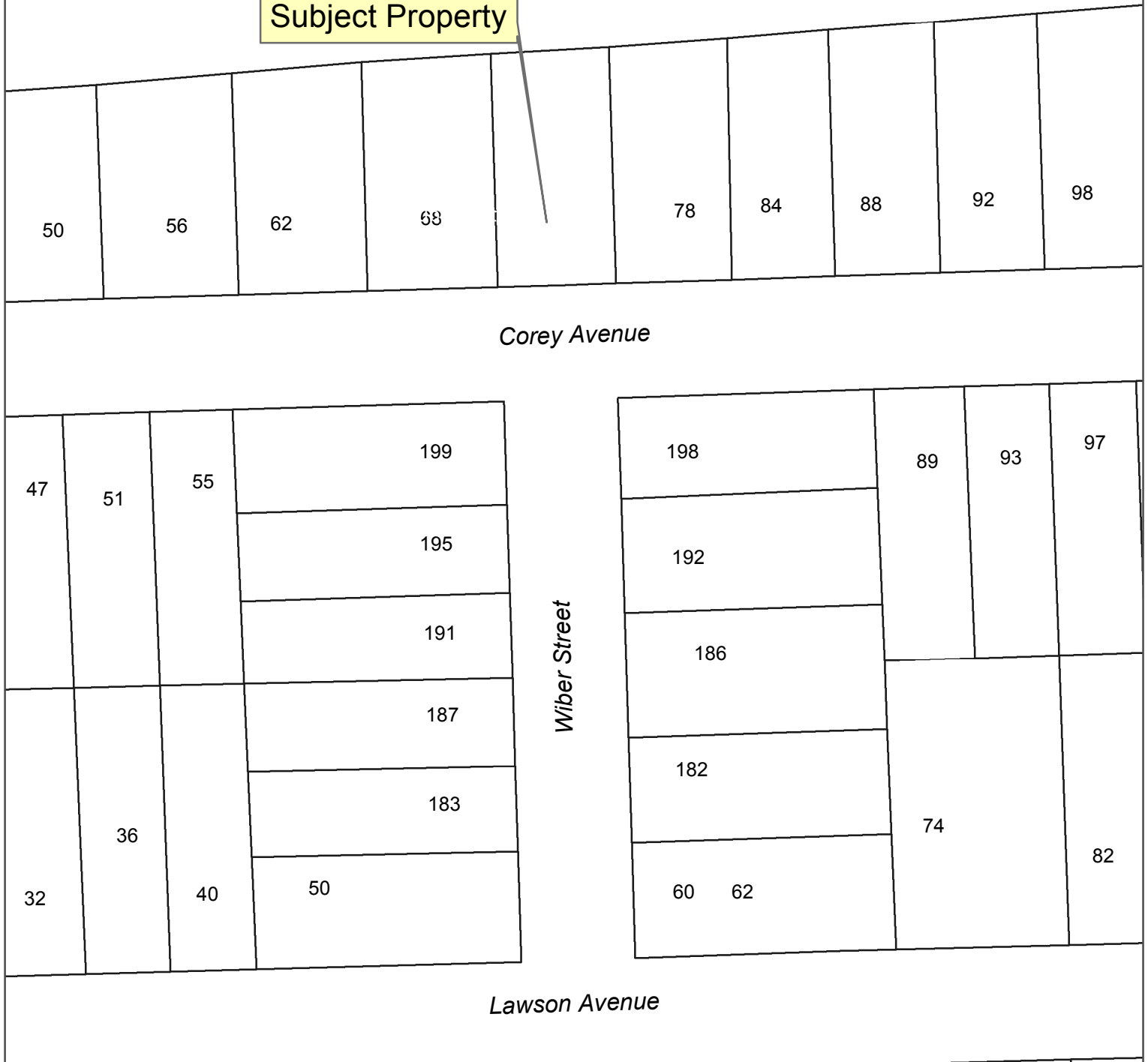
READ FIRST, SECOND AND THIRD time in open Council this 10th day of August, 2026.

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THIS DRAWING DOES NOT FORM PART OF BY-LAW 2026-124.
IT IS FOR INFORMATION PURPOSES ONLY.

Subject Property



MAP TITLE

MAP PURPOSE/DESCRIPTION

The Corporation of the City of Sault Ste. Marie
Legal Department
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

 Parcel Fabric

0 5 10 20 Meters



1:1,000