



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

Monday, September 9, 2019

4:30 pm

Council Chambers

Civic Centre

	Pages
1. Adoption of Minutes	11 - 30
Mover Councillor C. Gardi Seconder Councillor L. Vezeau-Allen Resolved that the Minutes of the Regular Council Meeting of 2019 08 12 be approved.	
2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda	
3. Declaration of Pecuniary Interest	
4. Approve Agenda as Presented	
Mover Councillor M. Scott Seconder Councillor L. Vezeau-Allen Resolved that the Agenda for 2019 09 09 City Council Meeting as presented be approved.	
5. Proclamations/Delegations	
5.1 Veterans' Week	
Tina Thomason and Carrie Gray, Veteran Family Program Coordinators, North Bay Military Family Resource Centre	
5.2 Legion Week	

Helen Stewart, President, Royal Canadian Legion Branch 25

5.3 Ovarian Cancer Awareness Month

Gayle Manley, Zonta Club

5.4 Childhood Cancer Awareness Week

Celena Campioni, Northern Ontario Families of Children with Cancer

5.5 Fetal Alcohol Spectrum Disorder Awareness

Donna Caputo, Algoma Fetal Alcohol Spectrum Disorder Committee

5.6 Hispanic Heritage Month

Sandra Mongui, Spanish Club of Sault Ste. Marie

5.7 Definition of "Heavy Equipment" (Zoning By-law 2005-150)

Hugh MacDonald, counsel for The Water Tower Inn

Joseph Bisceglia, counsel for Mar-Li Investments Inc.

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that all the items listed under date 2019 09 09 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Correspondence

6.1.1 Sault Ste. Marie Region Conservation Authority

31 - 34

Correspondence to Hon. Jeff Yurek, Minister of the Environment, Conservation and Parks

2020 levy notice

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the Sault Ste. Marie Conservation Authority 2020 levy notice be received and referred to 2020 budget deliberations.

6.1.2 Hon. Steve Clark, Minister of Municipal Affairs and Housing

35 - 36

Bill 108, *More Homes More Choice Act 2019*

- 6.2 RFP – Architectural and Engineering Services – Mausoleum Expansion Phase XV** 37 - 39
- A report of the Manager of Purchasing is attached for the consideration of Council.
- The relevant By-law 2019-166 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.3 Investment Policy Update** 40 - 41
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- The relevant By-law 2019-167 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4 Great Northern Road Speed Reduction** 42 - 43
- A report of the Manager, Design and Transportation Engineering is attached for the consideration of Council.
- Mover Councillor M. Scott
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 09 09 concerning Great Northern Road Speed Reduction be received as information.
- 6.5 GFL Memorial Gardens Luxury Suite Expansion** 44 - 52
- A report of the Director, Community Services – Community Development & Enterprise Services is attached for the consideration of Council.
- Mover Councillor C. Gardi
Seconder Councillor L. Vezeau-Allen
Resolved that the report of the Director, Community Services – Community Development and Enterprise Services dated 2019 09 09 be received and that conversion of boardroom and office into a private lounge (option 2) proceed to the 2020 Capital Budget prioritization process.
- 6.6 Northern Community Centre Twin Pad Expansion** 53 - 56
- A report of the Deputy CAO Community Development and Enterprise is attached for the consideration of Council.
- Mover Councillor M. Scott
Seconder Councillor L. Dufour
Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 09 09 concerning the construction methodology for the twin pad arena be accepted and that Council authorize staff to proceed in a request for proposal process for “Architectural and Engineering Design and Contract

Administration Services” for a new twin pad arena to be located at 616 Goulais Avenue.

6.7 Partners for Climate Protection Program 57 - 59

A report of the Climate Change Co-ordinator is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Climate Change Coordinator dated 2019 08 concerning Partners for Climate Protection (PCP) Program be received and Council approve the City’s participation in the PCP program to facilitate the creation of a community greenhouse gas inventory.

6.8 Procedure By-law Review 2019 60 - 67

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the City Clerk concerning Procedure By-law Review 2019 dated 2019 09 09 be received and that the recommendations of the Procedure By-law Review Committee be adopted; further that a source of funding for technological capability to support electronic participation at Council meetings in the future be identified.

A by-law amending procedure by-law 2013-100 and a by-law delegating members of Council as Acting Mayor on a rotational basis will appear on the 2019 09 23 Council Agenda.

6.9 Sault Ste. Marie Canal Recreational Lock Agreement 68 - 70

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

The relevant By-law 2019-158 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Transfer of Property to DSSAB 71 - 72

A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 09 09 concerning Transfer of Property to DSSAB be received and Council authorize the City Tax Collector to vest in the City’s name and proceed with transfer

of the property at 47 Wellington Street West to DSSAB for \$1.

6.11 City-wide Change to Recycling Day 73 - 74

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Director of Public Works dated 2019 09 09 concerning city-wide Change to Recycling Day be received and that Council approve offsetting the recycling collection schedule by one-day effective the week of November 4, 2019.

6.12 Performance Bonds and Letters of Credit 75 - 79

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the City Solicitor dated 2019 09 09 concerning Performance Bonds and Letters of Credit be received as information and in the appropriate circumstances staff to consider a pilot project of a subdivision bond.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Mountain Bike Tourism Product Development – Economic Development Fund Request 80 - 82

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

Mover Councillor C. Gardi

Seconder Councillor L. Dufour

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 09 09 be received as information and the request for funding for \$166,000 from the Economic Development Fund be approved for use for the development of the Algoma Trail Network.

7.3.2 Entomica – Economic Development Fund Request 83 - 117

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services concerning Entomica EDF Request be received and the request for funding in the amount of \$85,362 from the Economic Development Fund be approved to the Sault Ste. Marie Insectarium with a condition that a business plan is provided by March 9, 2020;

Further that Council approve an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.6.1 Definition of "Heavy Equipment" as per Zoning By-Law 2005-150 118 - 125

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Solicitor/Prosecutor dated 2019 09 09 concerning Definition of Heavy Equipment as per zoning by-law 2005-150 be received as information.

7.7 Planning

7.7.1 A-11-19-Z 412 Second Line West and 236 Prentice Avenue 126 - 127

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Senior Planner dated 2019 09 09 concerning application A-11-19-Z be received and that the application be postponed to October 7, 2019.

7.7.2 A-14-19-Z – 25 Drive In Road 128 - 136

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 09 concerning rezoning application A-14-19-Z be received, and that the subject property be rezoned from

Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit retail trade as an additional permitted use;

Further that the Legal Department be requested to prepare the necessary by-law to effect the same.

7.7.3 A-15-19-Z 1187 Great Northern Road

137 - 146

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

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that the report of the Planner dated 2019 09 09 concerning rezoning application A-15-19-Z be received and that the subject property be rezoned from Highway Zone (HZ.S372) with a special exception to Highway Zone (HZ.S372) with an amended special exception to permit an electrical contractors/electrician's shop as an additional permitted use;

Further that the Legal Department be requested to prepare the necessary by-law to effect the same.

7.8 Boards and Committees

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

8.1 Biggings Avenue Open House

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas residents of Biggings Avenue in Ward 2 of Sault Ste. Marie have expressed concerns regarding vehicular traffic and safety on their street; and

Whereas after consultation with City staff an open house was recommended; and

Whereas neighbourhood open houses have been a successful model for community engagement;

Now Therefore Be It Resolved that appropriate staff be requested to hold an open house for the residents of Biggings Avenue under the auspices of a Schedule A+ Environmental Assessment the end of October 2019.

8.2 Northern Avenue East/Sackville Road Intersection

Mover Councillor R. Niro

Seconder Councillor M. Bruni

Whereas the intersection of Northern Avenue East and Sackville Road is a very busy intersection; and

Whereas many vehicles, including large trucks, use this intersection to and from their

places of business on Second Line and on Sackville Road; and

Whereas school children must use this intersection on their way to Boreal French Immersion Public School;

Now Therefore Be It Resolved that Public Works and Engineering staff be requested to conduct a full study of this intersection to determine if the intersection warrants the provision of a school crossing guard and report back to Council.

8.3 Giving Tuesday

Mover Councillor L. Vezeau-Allen

Seconder Councillor L. Dufour

Whereas Giving Tuesday was established as a national day of giving in 2013 to be held on the Tuesday after Black Friday and Cyber Monday; and

Whereas Giving Tuesday is a celebration of philanthropy and volunteerism where people contribute what they are able to donate; and

Whereas Giving Tuesday sees citizens work together to share commitments, rally for favourite causes, build stronger communities, and think about the needs of others; and

Whereas it is fitting and proper on Giving Tuesday, and every day, to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Sault Ste. Marie;

Now Therefore Be It Resolved that City Council supports Giving Tuesday and encourages all citizens in Sault Ste. Marie to join together to give back to the community.

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that all By-laws under item 11 of the Agenda under date 2019 09 09 be approved.

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

11.1.1 By-law 2019-158 (Agreement) Sault Ste. Marie Canal

147 - 158

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-158 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, represented herein by the Minister of Environment for the purposes of the Parks Canada Agency to continue to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada be passed in open Council this 9th day of September, 2019.

11.1.2 By-law 2019-162 (Zoning) 71 Old Garden River Road (North Shore Sports & Auto Inc. - Rocchetta) 159 - 161

Council Report was passed by Council resolution on August 12, 2019.

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-162 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 71 Old Garden River Road (Northshore Sports and Auto Inc. - Rocchetta) be passed in open Council this 9th day of September, 2019.

11.1.3 By-law 2019-166 (Agreement) Mausoleum Expansion Phase XV 162 - 293

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-166 being a by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the professional services associated with the provision of architectural and engineering services for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery be passed in open Council this 9th day of September, 2019.

11.1.4 By-law 2019-167 (Financing) Adopt Statement of Investment Policy and Goals 294 - 297

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

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-167 being a by-law to adopt a Statement of Investment Policy and Goals for the City of Sault Ste. Marie and to repeal By-law 2007-213 be passed in open Council this 9th day of September, 2019.

11.1.5 By-law 2019-168 (Agreement) Climate Change Staff Grant 298 - 307

Council report was passed by Council resolution on March 5, 2019.

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-168 being a By-law to authorize the execution of the Agreement between the City and the Federation of Canadian Municipalities for the Climate Change Staff Grant program and Staff will move forward with the recruitment for the contract staff position be passed in open Council this 9th day of September, 2019.

11.1.6 By-law 2019-169 (Appointment) Deputy Clerk

308 - 308

Mover Councillor C. Gardi

Seconder Councillor L. Vezeau-Allen

Resolved that By-law 2019-169 being a by-law to appoint Madison Zuppa as Deputy Clerk be passed in open Council this 9th day of September, 2019.

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

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

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

13. Closed Session

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that this Council proceed into closed session to consider one item concerning potential litigation 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 matters without the need for a further authorizing resolution.

Municipal Act section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and 239(2)(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

14. Adjournment

Mover Councillor M. Scott

Seconder Councillor L. Vezeau-Allen

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, August 12, 2019

4:30 pm

Council Chambers

Civic Centre

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor L. Dufour, Councillor L. Vezeau-Allen, Councillor D. Hilsinger, Councillor M. Shoemaker, Councillor M. Bruni, Councillor R. Niro, Councillor C. Gardi, Councillor M. Scott

Absent: Councillor S. Hollingsworth

Officials: M. White, R. Tyczinski, T. Vair, L. Girardi, K. Fields, S. Schell, D. Elliott, F. Coccimiglio, C. Pascall, T. Vecchio, J. Bruzas, S. Cole, P. Tonazzo, S. Turco

1. Adoption of Minutes

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council Meeting of 2019 07 15 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		

Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

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

3. Declaration of Pecuniary Interest

3.1 Councillor D. Hilsinger – A-13-19-Z – 71 Old Garden River Road

Relationship with The Water Tower Inn which is a neighbouring property.

3.2 Councillor D. Hilsinger – "Heavy Equipment" as Defined in Zoning By-law 2005-150

Father is proprietor of The Water Tower Inn

3.3 Councillor M. Shoemaker – "Heavy Equipment" as Defined in Zoning By-law 2005-150

Parties on both sides are clients of law firm

3.4 Councillor M. Shoemaker – A-8-19-Z - 22 MacDonald Avenue – LPAT Appeal

Owners are clients of law firm

3.5 Councillor M. Shoemaker – A-13-19-Z – 71 Old Garden River Road

Owners are clients of law firm

3.6 Councillor M. Shoemaker – By-law 2019-151 (Zoning) Repeal By-laws 2019-80 and 2019-81

Owners are clients of law firm

3.7 Councillor M. Shoemaker – By-law 2019-153 (OP) 647 MacDonald Avenue (Long Holdings Inc. Leenheer)

Owners are clients of law firm

3.8 Councillor M. Shoemaker – By-law 2019-154 (Zoning) 647 MacDonald Avenue (Long Holdings Inc. Leenheer)

Owners are clients of law firm

4. Approve Agenda as Presented

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2019 08 12 City Council Meeting as presented be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

5. Proclamations/Delegations

5.1 Social Services Awareness Week

Mike Nadeau, Chief Administrative Officer, Sault Ste. Marie DSSAB was in attendance.

5.2 "Heavy Equipment" as Defined in Zoning By-law 2005-150

Councillor D. Hilsinger declared a conflict on this item. (Father is proprietor of The Water Tower Inn)

Councillor M. Shoemaker declared a conflict on this item. (Parties on both sides are clients of law firm)

Hugh MacDonald, counsel for The Water Tower Inn was in attendance.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Niro

Resolved that the request of Hugh MacDonald, counsel for the Water Tower Inn, for an interpretation of the definition of "heavy equipment" in zoning by-law 2005-150 be referred to staff for report back to Council.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger			
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	0	1

Carried

5.3 Downtown Plaza Development

Tom Vair, Deputy CAO, Community Development and Enterprise Services was in attendance.

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2019 08 12 – Agenda item 6 – Consent Agenda save and except Agenda items 6.5 and 6.9 be approved as recommended.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni			X
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2

Carried

6.1 Correspondence

Correspondence from Hon. Bill Morneau, Minister of Finance in response to Council's April 1, 2019 resolution concerning safeguard measures for the Canada steel industry was received.

Correspondence from Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs concerning launch of revitalized Rural Economic Development program was received.

Correspondence from Hon. Steve Clark, Minister of Municipal Affairs and Housing concerning Audit and Accountability Fund was received.

6.2 Council Travel

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that Mayor Provenzano be authorized to Toronto for one day for a meeting with Noront at an estimated cost to the City of \$711.

Carried

6.3 RFP – Professional Services – Third Party Service Delivery Review

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and that the proposal submitted by KPMG LLP of Sudbury, ON for the provision of professional services associated with conducting a Third Party Service Delivery Review be approved on a conditional basis; dependent upon the City securing sufficient funding from the Audit and Accountability Fund.

Carried

6.4 RFP – Utility Systems Upgrades – Black Road Reconstruction – McNabb Street to Second Line East

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2019 08 12 be received and that the proposals submitted by PUC Services Inc., Algoma Power Inc. and Shaw Cable for utility, street lighting and cable system upgrades for the Black Road Reconstruction project be approved on a sole source basis.

Carried

6.6 Second Quarter Financial Report – June 30, 2019

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Audits and Capital Planning dated 2019 08 12 concerning Second Quarter Financial Report to June 30, 2019 be received as information.

Carried

6.7 Rescheduling October 21 Council Meeting

The report of the City Clerk was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the City Clerk dated 2019 08 12 concerning Rescheduling October 21 Council Meeting be received and that October 21, 2019 Council meeting be rescheduled to Tuesday, October 22, 2019.

Carried

6.8 Active Transportation Infrastructure Implementation – Update to Traffic By-law 77-200

The report of the Senior Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Senior Planner dated 2019 08 12 be received and that the Legal Department be directed to bring forward the appropriate by-law amendments at a later date.

Carried

6.10 Downtown Patios – Three Year Patio Agreement

The report of the Senior Planner was received by Council.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Senior Planner dated 2019 08 12 concerning Downtown Patios – Three Year Patio Agreements be received and that Council authorize the approval of sidewalk patio agreements on a three-year basis; that existing sidewalk patio agreements be extended for an additional two years; and that By-law 2017-51 be amended to reflect the same.

Carried

6.11 Sale of 25 Donna Drive

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

The relevant By-law 2019-152 is listed under item 11 of the Minutes.

6.12 Black Road Widening – Funding Agreement

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

The relevant By-law 2019-155 is listed under item 11 of the Minutes.

6.13 No Parking Zone on Saddle Crescent

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

The relevant By-law 2019-156 is listed under item 11 of the Minutes.

6.5 MPAC Real Property Assessment

The report of the Manager of Accounting and City Tax Collector was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 08 12 providing information on MPAC real property assessment be received as information.

Proposed Amendment

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

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

"Further Be It Resolved that staff be requested to bring forward a framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units that are owned by property developers remain partially exempt from assessment and/or taxation pending the sale of the dwelling unit to a third party."

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni			X
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2
			Carried

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 08 12 providing information on MPAC real property assessment be received as information.

Further Be It Resolved that staff be requested to bring forward a framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units that are owned by property developers remain partially exempt from assessment and/or taxation pending the sale of the dwelling unit to a third party.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni			X
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2

Carried As Amended

6.9 A-8-19-Z - 22 MacDonald Avenue – LPAT Appeal

Councillor M. Shoemaker declared a conflict on this item. (Owners are clients of law firm)

Councillor M. Bruni assumed the Chair as Acting Mayor.

A report of the Senior Planner was received by Council.

The relevant By-law 2019-151 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.3.1 Downtown Plaza Development

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

The relevant By-law 2019-157 is listed under item 11 of the Minutes.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2019 08 12 concerning the downtown plaza be received; that the purchase of property be approved and that funding of \$110,134 from the Property Purchase Reserve Fund be approved.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

7.4 Public Works and Engineering Services

7.5 Fire Services

7.6 Legal

7.7 Planning

7.7.1 A-11-19-Z 412 Second Line West and 236 Prentice Avenue – Pasquale Lento

The applicant, Pasquale Lento, was in attendance. The applicant's granddaughter, Jocelyn Fremlin and grandson-in-law, Daniel Fremlin, requested a postponement in order that the applicant may review site plan requirements and a cost analysis.

The report of the Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor P. Christian

Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-11-19-Z be received and that City Council approve the application and rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), subject to the condition that the development consist of a maximum of six units in two three-unit buildings.

Further that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Postponed

Moved by: Councillor R. Niro

Seconded by: Councillor M. Bruni

Resolved that this item be deferred to 2019 09 09 Council meeting.

Carried

7.7.2 A-13-19-Z – 71 Old Garden River Road

Councillor D. Hilsinger declared a conflict on this item. (Relationship with The Water Tower Inn which is a neighbouring property.)

Councillor M. Shoemaker declared a conflict on this item. (Owners are clients of law firm)

Gord Acton, counsel for the applicant, spoke to support the application.

Susan Trezins, 87 Sharon Crescent, spoke against the application.

The report of the Planner was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor P. Christian

Resolved that the report of the Planner dated 2019 08 12 concerning Rezoning Application A-13-19-Z be received, and that City Council approve the application and rezone the subject property from Light Industrial Zone (M1) to Light Industrial Zone (M1.S) with a special exception to permit Motor Vehicle Sales and Parts Dealers as an additional permitted use, subject to the condition that the applicant plant coniferous trees along the portion of the south lot line adjacent to 81 Sharon Crescent;

Further that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger			
Councillor M. Shoemaker			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	0	1

Carried

7.8 Boards and Committees

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

8.1 St. Marys River Heritage Walk Committee

Moved by: Councillor P. Christian

Seconded by: Councillor M. Shoemaker

Whereas the St. Marys River has been a key part of life and work in the place known as Bawating and Sault Ste. Marie for thousands of years; and

Whereas local industry, whether it is whitefish harvesting, commercial shipping, steel manufacturing, paper production, aviation, tourism or others, has always had an intimate connection to the St. Marys River; and

Whereas the St. Marys River has and continues to provide excellent opportunities for leisure and recreational activities both on land and on water year-round; and

Whereas the St. Marys River valley is formed from rock that is at least 2.5 billion years old, and provides significant habitat for many diverse species; and

Whereas the St. Marys River is intimately tied to the culture and heritage of Indigenous people of the region; and

Whereas the St. Marys River was designated in the year 2000 to the Canadian Heritage Rivers System in recognition of its outstanding cultural, recreational and natural heritage values; and

Whereas the existing heritage information plaques located on the City's waterfront boardwalk were first installed almost 30 years ago;

Now Therefore Be It Resolved that Council establish a Committee to study opportunities along the City's waterfront for a St. Marys River Heritage Walk to celebrate and raise awareness among residents and visitors; and

Be It Further Resolved that Council appoint Councillors P. Christian, M. Shoemaker and Councillor C. Gardi with appropriate municipal staff as resource to this Committee; and

Be It Further Resolved that this Committee, as part of its mandate, engage and work with the Municipal Heritage Committee, the Indigenous community as well as other relevant stakeholders on this initiative.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		

Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

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

10. Adoption of Report of the Committee of the Whole

11. Consideration and Passing of By-laws

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that all By-laws under item 11 of the Agenda under date 2019 08 12 save and except By-laws 2019-151, 2019-153 and 2019-154 be approved.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	2

Carried

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

11.1.2 By-law 2019-152 (Property Sale) 25 Donna Drive 1890714 Ontario Inc.(Steve Ficociello)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-152 being a by-law to authorize the sale of surplus property being civic 25 Donna Drive, legally described in PIN 31595-0333(LT) to 1890714 Ontario Inc. be passed in open Council this 12th day of August, 2019.

Carried

11.1.5 By-law 2019-155 (Agreement) Black Road Funding

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-155 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for a contribution agreement with the Province for a Connecting Link grant for the widening of Black Road be passed in open Council this 12th day of August, 2019.

Carried

11.1.6 By-law 2019-156 (Traffic) Amend Schedule "A"

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-156 being a by-law to amend Schedule "A" of Traffic by-law 77-200 be passed in open Council this 12th day of August, 2019.

Carried

11.1.7 By-law 2019-157 (Property Acquisition) 535 Queen Street East

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-157 being a by-law to authorize the acquisition of property located at civic 535 Queen Street East (1927404 Ontario Inc., Michael McNally) be passed in open Council this 12th day of August, 2019.

Carried

11.1.8 By-law 2019-159 (Agreement) Morrison Hershfield Limited

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-159 being a by-law to authorize the execution of the Agreement between the City and Morrison Hershfield Limited to provide services to conduct Asset Management Facility Condition Assessments at 24 Municipal Properties in Sault Ste. Marie, Ontario be passed in open Council this 12th day of August, 2019.

Carried

11.1.9 By-law 2019-160 (Agreement) Third Party Service Delivery Review

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-160 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the Audit and Accountability Fund for the purposes of conducting a Third Party Service Delivery Review be passed in open Council this 12th day of August, 2019.

Carried

11.1.1 By-law 2019-151 (Zoning) Repeal By-laws 2019-80 and 2019-81

Councillor M. Shoemaker declared a conflict on this item. (Owners are clients of law firm)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2019-151 being a by-law to repeal By-law 2019-80 (being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151) and By-law 2019-151 (being a by-law to designate the lands an are of site plan control) for 22 MacDonald Avenue be passed in open Council this 12th day of August, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		

Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	9	0	1

Carried

11.1.3 By-law 2019-153 (OP) 647 MacDonald Avenue (Long Holdings Inc. Leenheer)

Councillor M. Shoemaker declared a conflict on this item. (Owners are clients of law firm)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-153 being a by-law to adopt Amendment No. 224 to the Official Plan for the City of Sault Ste. Marie (Long Holdings Inc. Leenheer 647 MacDonald Avenue) be passed in open Council this 12th day of August, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		

Councillor M. Scott	X		
Results	8	0	2

Carried

11.1.4 By-law 2019-154 (Zoning) 647 MacDonald Avenue (Long Holdings Inc. Leenheer)

Councillor M. Shoemaker declared a conflict on this item. (Owners are clients of law firm)

Moved by: Councillor D. Hilsinger

Seconded by: Councillor L. Dufour

Resolved that By-law 2019-154 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 647 MacDonald Avenue (Long Holdings Inc. Leenheer) be passed in open Council this 12th day of August, 2019.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker (Conflict)			
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	7	0	3

Carried

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

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

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

13. Closed Session

Moved by: Councillor D. Hilsinger

Seconded by: Councillor L. Dufour

Resolved that this Council proceed into closed session to discuss

- a proposed disposition of property; and
- an issue regarding 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 matter without the need for a further authorizing resolution.

Municipal Act sections 239(2)(c) proposed or pending acquisition or disposition of land; 239(2)(d) labour relations or employee negotiations.

Majority	For	Against	Absent
Mayor C. Provenzano			X
Councillor P. Christian			X
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	8	0	3

Carried

14. Adjournment

Mayor Provenzano resumed the Chair.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that this Council now adjourn.

Majority	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth			X
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	10	0	1

Carried

Mayor

City Clerk



1100 Fifth Line East
Sault Ste. Marie, ON P6A 6J8
Tel: (705) 946-8530
Fax: (705) 946-8533
Email: nature@ssmrca.ca
www.ssmrca.ca

September 3, 2019

Honourable Jeff Yurek
Minister of the Environment, Conservation and Parks
Office of the Minister
777 Bay Street, 5th Floor
Toronto, Ontario M7A 2J3

RE: Response to Minister Yurek's letter to Conservation Authorities dated August 16, 2019

Dear Minister Yurek,

The Sault Ste. Marie Region Conservation Authority (SSMRCA) was established in 1963 and is the smallest Conservation Authority (CA) in Ontario. Although small, SSMRCA owns and manages just under 2000 ha of conservation land, headwaters, and waterfront. These lands include forested areas, dynamic beaches, recreational areas, trails, and wetlands which include provincially significant wetlands. Since 1994, the SSMRCA has been subject to limited budgets and staffing but has managed to find efficiencies and inspired approaches to fulfil our legislated mandate.

The announcement of a 48% reduction in the provincial portion of the "Flood/Erosion Operations and Natural Hazard Information" funding in April of this year resulted in some drastic changes at the SSMRCA. Because it fell outside of our newly re-focused core-mandate, we eliminated the "Trails Coordinator & Community Liaison" position that had been staffed by the same individual for 14 years. This was a significant blow to a small group of eight full time staff. A second full time employee was allocated to part time, while a third was shifted from full time to seasonal. That has decreased the staff complement from eight to six and a half full time equivalents.

In addition, to alleviate the financial stresses caused by the 48% reduction in funding SSMRCA has eliminated our "Children's Environmental Education" program. Although the program was financially self sufficient, through self generated revenue and private donations, the funds will need to be reallocated to our Flood Control and Maintenance Operations and Natural Hazard programs.

Even with these staffing and program eliminations, the SSMRCA will be running a deficit this year as the announcement for the provincial funding reduction was made part way through our fiscal year. It will be necessary to use a significant portion of our extremely limited reserves to cover the remainder of this year's expenses.

The above losses will no doubt be deemed by our local municipalities as a step backwards in meeting their needs. The reduction in staff has limited our ability to provide quality community engaged programming and events, restricted our flood control channel maintenance efforts, eliminated our environmental education, reduced customer services standards and decreased the economic and health benefits that our local trails systems provide to the public.

Having said all of this, we are writing to inform you that the SSMRCA does not plan on asking for an increase to the Levy granted by it's partner municipalities, the City of Sault Ste. Marie and the Township of Prince, for 2020. This action is based on the proviso that the provincial government, through the Ministry of Natural Resource and Forestry and the Ministry of Environment, Conservation and Parks, continue with at least the same level of funding to Conservation Authorities that they have committed to for the 2019 fiscal year.

The SSMRCA pre-emptively wound down all non-core mandated programs and positions before we received the August 16 letter from your office. We have already made all of the financially responsible reductions possible to our budget and are working solely on core mandated programs at this time. Any additional reductions to provincial funding in the future will result in a reduction of services that we are able to provide to the local community with respect to flood/erosion control and maintenance, hazard management and drinking water source protection, subsequently putting peoples lives, health and property at risk.

We would also like to emphasize that not all Conservation Authorities were created equal, and the smaller CAs with much smaller municipal tax bases will be hit the hardest if the funding reductions continue to take place into 2020 and beyond.

SSMRCA looks forward to continuing to work with both the provincial and municipal governments now and into the future on these important programs, especially in light of the extensive flooding that has taken place across Ontario this year. Thank you kindly for your time and please do not hesitate to contact me at cbarrett@ssmrca.ca or 705-946-8530 ext.1005 if you have any questions.

Sincerely,



Corrina Barrett
General Manager/Secretary-Treasurer
Sault Ste. Marie Region Conservation Authority

c.c. Christian Provenzano, Mayor of City of Sault Ste. Marie
Ken Lamming, Mayor of Prince Township
Malcolm White, CAO of City of Sault Ste. Marie
Marchy Bruni, Chair, SSMRCA
Kim Gavine, General Manager, Conservation Ontario
Bonnie Fox, Manager, Policy and Planning, Conservation Ontario
Wayne Emmerson, Chair, Conservation Ontario

September 3, 2019

Jacob Bruzas
Manager, Audits and Capital Planning
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Re: Sault Ste. Marie Region Conservation Authority 2020 Levy

Dear Mr. Bruzas,

The Sault Ste. Marie Region Conservation Authority Board (SSMRCA) approved the 2020 levy on Tuesday August 20, 2019.

Resolution # 87/19, moved by Enzo Palumbo, seconded by Rick Niro,

"Resolved that the staff memo entitled "2020 Draft Budget" dated August 20, 2019 be accepted as information and;

Further be it resolved that the 2020 operational levy for the City of Sault Ste. Marie be set at the same amount as 2019 at \$503,982.74 and the operational levy for Prince Township also be set at the same amount as 2019 at \$5,605.54 and,

Further be it resolved that the 2020 capital levy will be determined and be forthcoming to the City of Sault Ste. Marie be approved,"

was CARRIED.

I, Corrina Barrett, General Manager/Secretary-Treasurer of the SSMRCA certify that the operational levy to be collected from the City of Sault Ste. Marie is \$503,982.74; and further, that the Capital levy will be forthcoming before the end of 2019.

Please note that the 0% increase in the operational levy for both the City of Sault Ste. Marie and Prince Township is based on the proviso that the provincial government, through the Ministry of Natural Resource and Forestry and the Ministry of Environment, Conservation and Parks, continue with at least the same level of funding to Conservation Authorities that they have committed to for the 2019 fiscal year.

The operational levy is the maintenance and administrative costs as defined under Section 27 (2) (3) of the Conservation Authorities Act, apportioned to the City of Sault Ste. Marie and Prince Township.

Please advise if City Council would be interested in a presentation from the SSMRCA.

Respectfully,



Corrina Barrett,
General Manager/Secretary-Treasurer
SSMRCA

c.c. Shelley Schell, Chief Financial Officer/City Treasurer
Rachel Tyczinski, City Clerk
Marchy Bruni, Chair, SSMRCA

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000



19-4093

Dear Head of Council:

Our government believes everyone deserves a place to call home. Inadequate supply and high housing costs have made housing unattainable for too many people in Ontario. We want to put affordable home ownership in reach of more Ontario families, and provide more people with the opportunity to live closer to where they work.

That is why I am pleased to provide you with an update on the [More Homes, More Choice Act, 2019](#), which was passed by the Legislature on June 6, 2019.

In Effect Date

Schedule 12 of the *More Homes, More Choice Act, 2019* makes changes to the *Planning Act*. All changes, except for those related to community benefits charges, came into force on September 3, 2019, as specified by proclamation. This includes changes to:

- Broaden the Local Planning Appeal Tribunal's jurisdiction over major land use planning matters (i.e., official plans and zoning by-laws) and give the Tribunal the authority to make a final decision on appeals of these matters based on the best planning outcome;
- Reduce timelines for municipalities to make planning decisions;
- Remove certain "third party" appeals;
- Authorize the Minister of Municipal Affairs and Housing to mandate the use of a community planning permit system in or around specific locations to promote intensification around transit;
- Require municipalities to authorize in their official plans and zoning by-laws additional residential units in both a primary dwelling and ancillary building or structure; and
- Promote the development of affordable housing near transit by focusing the use of inclusionary zoning.

Regulations

To help implement the *Planning Act* changes, amendments to existing regulations under the Act also came into force at the same time as the related legislative provisions.

These regulations were filed on August 29, 2019 and include changes to:

- Set out transition rules for planning matters that are in process;
- Remove or update certain redundant or out-dated provisions and references;
- Remove the ability to appeal (except by the province) the implementing by-law when a municipality is required to establish a community planning permit system through a Minister's order; and

- Clarify that the new community benefits charge by-law will not apply in areas within a municipality where a community planning permit system is in effect.

A new regulation for additional residential units (ARUs) was also filed on August 29, 2019 and helps remove certain zoning barriers to the creation of additional residential units by establishing the following requirements and standards:

- One parking space for each ARU, which may be provided through tandem parking as defined;
- Where a municipal zoning by-law requires no parking spaces for the primary residential unit, no parking space would be required for the ARUs;
- Where a municipal zoning by-law is passed that sets a parking standard lower than a standard of one parking space for each ARU, the municipal zoning by-law parking standard would prevail;
- An ARU, where permitted in a zoning by-law, may be occupied by any person regardless of whether the primary residential unit is occupied by the owner of the property; and
- An ARU, where permitted in a zoning by-law, would be permitted without regard to the date of construction of the primary or ancillary building.

Our proposal for the new and amended regulations was posted on the [Environmental Registry of Ontario](#). All comments received were carefully considered.

You can view copies of the new and amending *Planning Act* regulations on Ontario's e-Laws:

- [New Ontario Regulation 299/19](#) – “Additional Residential Units”
- [Ontario Regulation 296/19](#) – amending Ontario Regulation 174/16 “Transitional Matters - General”
- [Ontario Regulation 297/19](#) – amending Ontario Regulation 543/06 “Official Plans and Plan Amendments”
- [Ontario Regulation 298/19](#) – amending Ontario Regulation 544/06 “Plans of Subdivision”
- [Ontario Regulation 301/19](#) – amending Ontario Regulation 173/16 “Community Planning Permits”
- [Ontario Regulation 300/19](#) – amending Ontario Regulation 232/18 “Inclusionary Zoning”

If you have any questions about the changes to the *Planning Act* and related regulations, please email PlanningConsultation@ontario.ca.

Sincerely,



Steve Clark
Minister

c: Chief Administrative Officer



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Architectural & Engineering Services – Mausoleum
Expansion Phase XV

PURPOSE

This report has been prepared for Council's information and consideration. Staff is seeking Council Approval of the by-law for signature of an Agreement with IDEA Inc. for the provision of architectural and engineering services associated with the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery as required by the Cemeteries Division of Community Development and Enterprise Services (CDES). Staff is further seeking Council approval of the allocation of the required funding from the Cemetery Reserve Account.

BACKGROUND

On May 21, 2019, Council approved the recommendation in a Report of the Director of Community Services requesting authorization to issue an RFP for the provision of architectural services to advance the construction of a new mausoleum.

At that time, the Cemetery Reserve Account contained \$958,000. A preliminary budget of approximately \$857,000 was established for the Project. Costs of the Project including professional fees and construction is anticipated to be fully covered by the amount in the Cemetery Reserve. In addition, sales proceeds from crypts in 2019 would provide a buffer for any unforeseen expenditures.

A Request for Proposal for the provision of architectural and engineering services associated with the planning, design, tendering and registration of the Phase XV Mausoleum Expansion was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 2, 2019.

ANALYSIS

Proposals from three (3) proponents were received prior to the closing date:

David Ellis Architect Inc., Sault Ste. Marie, ON

IDEA Inc., Sault Ste. Marie, ON

Yallowega Belanger Salach Architecture, Sudbury, ON

The Proposals received were evaluated by a committee comprised of staff from Administration, and Cemeteries – Community Development and Enterprise Services; and from Purchasing - Corporate Services.

Subsequent to Proposal evaluation, the Architectural & Engineering Services required were awarded to IDEA Inc. of Sault Ste. Marie, ON subject to approval of the necessary funding. IDEA Inc. has proposed fees of approximately \$54,950 including non-rebatable HST plus disbursements for provision of the required professional services (the Project). The fees proposed were within the staff approval levels as authorized in the Purchasing By-law. IDEA Inc. has been involved in the design of multiple phases of Mausoleum expansion for the City of Sault Ste. Marie. Tulloch Engineering of Sault Ste. Marie, ON will act as a Sub Consultant for aspects of the required Structural and Civil Engineering for the Project.

FINANCIAL IMPLICATIONS

The Cemetery Reserve Account had a balance of \$958,000 as of May of 2019. Allocation of \$60,000 for fees, disbursements and non-rebatable HST for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums can be accommodated within this amount.

STRATEGIC PLAN / POLICY IMPACT

The Phase XV Mausoleum Expansion is linked to Delivery of New Infrastructure as listed in the Infrastructure Focus area of the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2019 09 09 be received and the recommendation that \$60,000 be allocated from the Cemetery Reserve Account for fees, disbursements and non-rebatable HST for the professional services associated with the provision of architectural and engineering services for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery; in accordance with the Proposal as submitted by IDEA Inc. of Sault Ste. Marie, ON, be approved.

By-law 2019-166 authorizing signature of the agreement for this Project appears elsewhere on the Council Agenda.

2019 09 09

Page 3

Respectfully submitted,

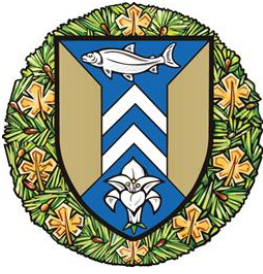
A handwritten signature in black ink, appearing to read 'T. Gowans', written in a cursive style.

Tim Gowans

Manager of Purchasing

705.759.5298

t.gowans@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer & Treasurer
DEPARTMENT: Corporate Services
RE: Investment Policy Update

PURPOSE

The purpose of this report is to seek Council approval of the updated Investment Policy as recommended by the Finance Committee.

BACKGROUND

The City of Sault Ste. Marie's funds are subject to the requirements of the Municipal Act, in particular the investments must conform to Ontario Regulation 438/97 Eligible Investments, Related Financial Agreements and Prudent Investment. The regulation states that before a municipality invests in a security prescribed under the regulation, the Council shall adopt a statement of the municipality's investment policies and goals.

ANALYSIS

The purpose of this investment policy is to ensure the integrity of the investment management process. The objective is to maximize investment income at minimal risk to capital. Accordingly, emphasis on investments is placed on security first, liquidity second and overall yields third. The policy delegates to the Treasurer the authority to make investments that comply with the policy.

The Finance Committee (FC) reviewed and discussed the new Investment Policy as part of its mandate at their meeting of August 28, 2019. The FC also discussed the changes to Ontario Regulation 438/97 which allows eligible municipalities to pass a by-law as of January 1, 2019 to invest in any security in accordance with the prudent investor standard. The prudent investment standard delegates control and management of the municipality's investments (ie. Control of day-to-day investing). Although the prudent investment standard provides access to many different investments, there is also inherent risk in those same investment types.

The City of Sault Ste. Marie is eligible to invest with the prudent investor standard but it is recommended that time be taken to enhance the current investment processes before going considering moving to this standard. It should be noted that once a by-law is passed to opt into prudent investing it cannot be revoked.

The FC passed the following motion on August 28, 2019:

Resolved that the Finance Committee recommend to Council the approval of the updated Investment Policy and further recommend that the Finance Committee review the Prudent Investment Standard again by December 31, 2020.

FINANCIAL IMPLICATIONS

The update of the investment policy addresses the objectives of the investment program, including the diversification and investment strategy, which has the potential to increase investment income.

STRATEGIC PLAN / POLICY IMPACT

The update of the investment policy and the investment strategy are directly related to the value Fiscal Responsibility.

By-law 2019-167 appearing elsewhere on the agenda provides the new updated policy, which supercedes the previous policy under by-law 2007-213.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant by-law 2019-167 appears elsewhere on the agenda and is recommended for approval, superseding and cancelling by-law 2007-213 .

Respectfully submitted,



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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, Manager, Design and Transportation Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Great Northern Road Speed Reduction Follow Up Report

PURPOSE

The purpose of this report is to provide Council with an update to the May 14, 2018 report which reduced the speed limit on Great Northern Road.

BACKGROUND

At the May 14, 2018 Council meeting the following resolution passed:

Resolved that the report of the Design and Construction Engineer dated 2018 05 14 concerning Great Northern Road Speed Study be received and that a posted speed reduction on Great Northern Road from 800m north of Third Line to Fifth Line from 80 km/h to 70 km/h be approved; and

Further that staff report back to Council in one year's time and advise if any further action is required to ensure resident safety on this stretch of roadway.

ANALYSIS

Staff completed speed studies on Great Northern Road both before the speed reduction and after. The results of those studies are summarized below:

Date	Third to Fourth Line Northbound 85th Percentile Speed	Third to Fourth Line Southbound 85th Percentile Speed	Fourth to Fifth Line Northbound 85th Percentile Speed	Fourth to Fifth Line Southbound 85th Percentile Speed
2017	82.77 km/h	79.59 km/h	88.1 km/h	80.42 km/h
2019	77.68 km/h	78.74 km/h	89.51 km/h	81.9 km/h

Comparing the speed data illustrates a slight speed reduction in northbound traffic between Third and Fourth Line while other locations have not significantly changed. Staff also compared collision data and found that the average number of reported collisions between 2015 to 2018 on this stretch of Great Northern to be 23 collisions per calendar year. Over the first six months of 2019, there were 15 reported collisions which is consistent with the previous four years.

At this time, staff does not recommend any further changes to the Great Northern Road posted speed limit.

FINANCIAL IMPLICATIONS

There are no financial implications related to this report.

STRATEGIC PLAN / POLICY IMPACT

Traffic safety is related to the infrastructure focus area of the strategic plan.

RECOMMENDATION

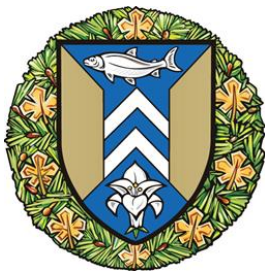
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager, Design and Transportation Engineering dated 2019 09 09 concerning the Great Northern Road Speed Reduction Follow Up Report be received as information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Carl Rumiel', with a stylized flourish at the end.

Carl Rumiel, P. Eng.
Manager, Design & Transportation
Engineering
705.759.5379
c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Brent Lamming, Director of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: GFL Memorial Gardens Luxury Suite Expansion

PURPOSE

This purpose of this report is for Council to review alternatives for suite expansion at the GFL Memorial Gardens (GFL) and approve the recommended option.

BACKGROUND

At the December 11, 2017 Council Meeting the following resolution was passed to bring forward a plan to develop the additional box seats at the GFL Memorial Gardens and investigate other potential sources of funding.

Essar Centre Box Seats

Whereas the Essar Centre box seats have been sold out since the Essar Centre was built in 2006; and

Whereas when the Essar Centre was built, additional box seats were framed in, but were not completed; and

Whereas there is a waiting list for additional boxes if they are completed; and

Whereas there is an opportunity with greater seating capacity to attract more sports or entertainment events; and

Whereas funding may be available through provincial or federal programs to assist with the cost of completing the already-framed-in box seats;

Now Therefore Be It Resolved that staff be requested to bring forward a plan to develop the additional box seats at the Essar Centre as well as investigate what other potential sources of funding may be available. Carried

Owned and operated by the City of Sault Ste. Marie, the GFL Memorial Gardens opened its doors in 2006. As Northern Ontario's premier sports and entertainment facility, the

GFL Memorial Gardens provides a top-notch home to the Soo Greyhounds of the Ontario Hockey League, and serves as a multi-sporting complex, venue for entertainment, tradeshow, conferences and much more. The GFL can accommodate 5,000 people for hockey games and 6,500 for concerts or other events. The facility includes 13 luxury suites and a club VIP lounge. It also provides a venue for trade shows and the like.

When the GFL was built in 2006 it was decided that suites would be built in a phased in approach due to budgetary constraints. With this approach the GFL was built in a manner (considering the structural columns and items such as mechanical and electrical systems) that would make it conducive to have suite expansion around the perimeter completed at a later date.

In Phase One of the construction process, 13 luxury suites with 8, 9 or 10 seats in each were built. The same number of tickets available in each suite must be purchased plus and additional 4/5 can be purchased per respective box. All thirteen (13) boxes and private lounge have been rented out since the opening of the facility.

Phase Two planned for the construction of an additional 11 suites. The Phase Two suites were already sold and almost included in the construction of the building but the cost became prohibitive. The money was returned to those who put down deposits and there is now a waiting list for the suites.

Phase Three of the project would have seen the addition of a further 13 suites for a total of 37 in the facility (Appendix A – Full Suite Expansion).

Construction of the Phase Two and Three suites-seats has always been based on the assumption that the cost would be fully recovered from extra seat revenues, without relying on general tax revenues. It was anticipated that NOHFC and Soo Greyhound participation in financing the project would reduce the City's risk in proceeding.

A report to Council dated Nov. 14, 2005 for design for Phase Two & Phase Three suites was completed and sent to the contractor for pricing in September. At the October 21, 2005 Sports and Entertainment Centre Steering Committee meeting the costs were received. Phase II suites came in at \$1,657,444.00 while the cost for Phase Two & Phase Three was \$3,047,234.00. Design fees of \$140,000.00 were not included in the above costs. In addition, the contractor noted that the completion of the project would be extended to December 2006 as a result of implementing the extra suites.

Analysis on this issue was later conducted and provided to Council at a meeting held March 31, 2008. Based on a number of factors including that the project be self-funded, a rejection from NOHFC at the time for funding and an inability to reach an agreement with the management of the Soo Greyhounds the project did not proceed at that time.

City Staff have recently confirmed that the Greyhounds will not support in the sharing of ticket revenue for suite expansion but will support a revenue stream to come directly to the City in the form of a rental fee for the boxes. The Greyhounds have offered to rent on the City's behalf leveraging their Community Corporate sponsorship partners to ensure rental utilization.

ANALYSIS

The GFL has a waiting list for suites since the inception of the opening and has approximately thirty (30) companies/individuals that remain in obtaining a suite lease if new boxes are added to the facility. Recent engagement to individuals on the waiting list has confirmed that twenty (20) plus proponents would purchase Suites if they were constructed.

The Boardroom had been offered to everyone on the list during the 2019 playoff run and during the 2018/19 season (Appendix B). There was not any interest in renting this area in its current state. It is anticipated that if the current configuration was adjusted that more interest would be garnered.

In addition, it should be noted that the Soo Greyhound lease agreement currently expires at the end of the 2025-2026 season making the feasibility of the leases a six (6) year term.

City staff have identified three options with respect to luxury suite expansion at the GFL:

1. Full Suite Expansion \$5M-\$6M - Phase Two and Three
2. Convert Boardroom and an office into a Private Lounge \$30K (Appendix C)
3. Conversion of Boardroom only into a Private Lounge \$15K

Option 1: Full Suite Expansion

Pros:

- Increases capacity at the facility in the amount of approximately 210 additional seats and 37 suites total (an additional 24 additional suites, 11 in Phase 2 and 13 in Phase 3 ranging in seating capacities of eight to ten seats per suite).
- Additional long term revenue generation
- Aids in marketing of the facility

Cons:

- Upfront cost of capital outlay
- Risk of not leasing all of the suites
- Approximate payback of 30 years (see Financial section for further detail)
- Greyhounds have indicated they would not support allocating 75% of ticket revenue to the capital cost payback period
- Increase tax burden to the public
- Greyhound contract expires in 2025-26 season

Option 2: Conversion of Boardroom and Office into a Private Lounge

Pros:

- Increase capacity at the facility of between 10 to 20 patrons (see Appendix C)
- Additional long term revenue generation
- Approximate payback of 2.83 years; lower capital requirement versus option 1
- Projected positive contribution of \$75,825 over 10 years
- Better utilization of current space

Cons:

- Risk of not renting
- Greyhound contract expires in 2025-26 season
- No viewing for concert events

Option 3: Conversion of Boardroom into Private Lounge for Viewing

Pros:

- Increase capacity at the facility of between 5 to 10 patrons
- Additional long term revenue generation
- Approximate payback of 2.83 years; with lower capital requirement versus option 1 and 2
- Projected positive contribution of \$37,913 over 10 years
- Better utilization of current space

Cons:

- Risk of not renting
- Greyhound contract expires in 2025-26 season
- No viewing for Concert Events

Staff are recommending that the City move forward with Option 2 based on the payback, net positive contribution over 10 years and better utilization of current space.

FINANCIAL IMPLICATIONS

For the recommended option two (2), there is a supporting capital request of \$30,000 being submitted as part of the 2020 budget, where it will be assessed and prioritized with other corporate capital requests.

Payback Calculations:			
Category	Option 1 Full Suite Expansion	Option 2 Convert GFL Boardroom & Office into a Private Lounge	Option 3 Convert GFL Boardroom into Private Lounge for Viewing
Capital Cost/Drawings	\$6,480,000	\$ 30,000	\$ 15,000
Estimated Total Cost	\$6,480,000	\$ 30,000	\$ 15,000
Incremental Rental Revenue	\$ 205,632	\$ 10,200	\$ 5,100
Incremental Annual Food & Beverage Net of COGS	\$ 8,033	\$ 383	\$ 191
Estimated Total Revenue	\$ 213,665	\$ 10,583	\$ 5,291
Payback Years	30.33	2.83	2.83
Positive contribution for 10 years	\$ -	\$ 75,825	\$ 37,913

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in a number of ways.

- Within the Service Delivery focus area, it continues to assist in delivering excellent customer service to citizens.
- Additionally it supports the focus area of infrastructure, as it will assist in Maintaining Existing Infrastructure.
- It promotes Quality of Life Advantages.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director, Community Services – Community Development & Enterprise Services dated 2019 09 09 be accepted and approve Option 2 as recommended to proceed to the 2020 Capital Budget prioritization process.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'B. Lamming', with a stylized flourish at the end.

Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca

APPENDIX A - Full Suite Expansion

The floor plan illustrates a large-scale renovation and expansion of a building. The central feature is a vast hall with a grid of rooms and four large circular seating areas. The plan includes numerous labels for rooms and areas, such as 'ROOM 222', 'ROOM 221', 'ROOM 220', 'PAINTING 221', 'ELEVATOR', 'SUITE LIBRARY', 'VIP EST. C', 'FUTURE VIP LOUNGE BUILT', 'TH-EST', 'TH-EST-2', 'TH-EST-3', 'TH-EST-4', 'TH-EST-5', 'TH-EST-6', 'TH-EST-7', 'TH-EST-8', 'TH-EST-9', 'TH-EST-10', 'TH-EST-11', 'TH-EST-12', 'TH-EST-13', 'TH-EST-14', 'TH-EST-15', 'TH-EST-16', 'TH-EST-17', 'TH-EST-18', 'TH-EST-19', 'TH-EST-20', 'TH-EST-21', 'TH-EST-22', 'TH-EST-23', 'TH-EST-24', 'TH-EST-25', 'TH-EST-26', 'TH-EST-27', 'TH-EST-28', 'TH-EST-29', 'TH-EST-30', 'TH-EST-31', 'TH-EST-32', 'TH-EST-33', 'TH-EST-34', 'TH-EST-35', 'TH-EST-36', 'TH-EST-37', 'TH-EST-38', 'TH-EST-39', 'TH-EST-40', 'TH-EST-41', 'TH-EST-42', 'TH-EST-43', 'TH-EST-44', 'TH-EST-45', 'TH-EST-46', 'TH-EST-47', 'TH-EST-48', 'TH-EST-49', 'TH-EST-50', 'TH-EST-51', 'TH-EST-52', 'TH-EST-53', 'TH-EST-54', 'TH-EST-55', 'TH-EST-56', 'TH-EST-57', 'TH-EST-58', 'TH-EST-59', 'TH-EST-60', 'TH-EST-61', 'TH-EST-62', 'TH-EST-63', 'TH-EST-64', 'TH-EST-65', 'TH-EST-66', 'TH-EST-67', 'TH-EST-68', 'TH-EST-69', 'TH-EST-70', 'TH-EST-71', 'TH-EST-72', 'TH-EST-73', 'TH-EST-74', 'TH-EST-75', 'TH-EST-76', 'TH-EST-77', 'TH-EST-78', 'TH-EST-79', 'TH-EST-80', 'TH-EST-81', 'TH-EST-82', 'TH-EST-83', 'TH-EST-84', 'TH-EST-85', 'TH-EST-86', 'TH-EST-87', 'TH-EST-88', 'TH-EST-89', 'TH-EST-90', 'TH-EST-91', 'TH-EST-92', 'TH-EST-93', 'TH-EST-94', 'TH-EST-95', 'TH-EST-96', 'TH-EST-97', 'TH-EST-98', 'TH-EST-99', 'TH-EST-100'. The plan also shows various service areas, including a bar, lounge, and library, and indicates the location of future expansions.

APPENDIX B

Brent Lamming

From: Jan Boyer
Sent: Thursday, November 22, 2018 10:39 AM
Subject: GFL Memorial Gardens Luxury Suite Wait List
Attachments: scan0011.pdf



November 22, 2018

Good morning,

There is an opportunity for current companies that are on the ***Luxury Suite Waiting List*** at the ***GFL Memorial Gardens***.

The possibility exists of opening our Meeting Board Room for the remaining Regular Season Soo Greyhound home games.

The cost to rent this location will consist of the following:

- ***\$250.00 (HST included) per game***
- ***Minimum of six (6) to a maximum of ten (10) Soo Greyhound tickets***
 - ***\$23.73 (HST included) ea/per game.***
- ***Food and beverage catered services are also available***

Please find the Home Game schedule attached for review of games available.

For additional information or to reserve the game, please respond by **November 30, 2018**

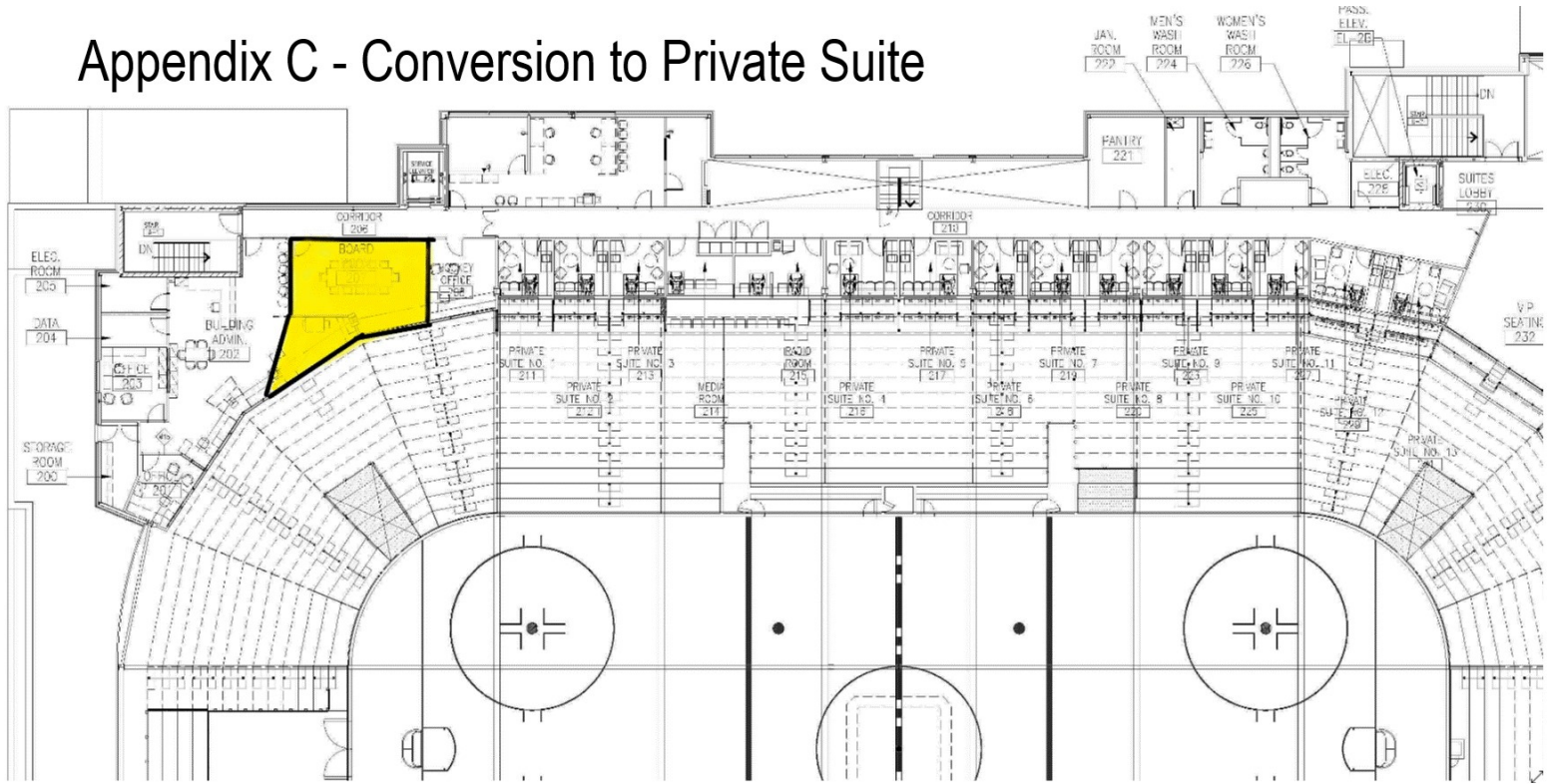
Box Office
GFL Memorial Gardens
City of Sault Ste. Marie
t. 705.759.5261
j.boyer@cityssm.on.ca

Sincerely,

The logo for GFL Memorial Gardens features the letters 'GFL' in a large, green, stylized font. To the right of 'GFL', the words 'MEMORIAL' and 'GARDENS' are stacked vertically in a smaller, black, sans-serif font. A small green leaf icon is positioned above the 'L' in 'GFL'.

Jan Boyer

Appendix C - Conversion to Private Suite





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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO - Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Northern Community Centre Twin Pad Expansion – Outcome of RFP for Construction Management Services

PURPOSE

The purpose of this report is to provide an update to Council regarding the outcome of the RFP for Construction Management services for the twin pad expansion at the Northern Community Centre and the recommendation to switch to a Design Bid Build process.

BACKGROUND

On March 18, 2019 Council passed the following resolution:

“Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 03 18 concerning ice capacity expansion be accepted and that Council:

- Approve the establishment of a steering committee responsible for driving the process and reporting back to Council to provide updates on significant matters.
- Proceed in a request for proposal process for “Construction Management Services” and “Architectural and Engineering Services” for a new twin pad arena to be located at 616 Goulais Ave. with a guaranteed maximum price of \$25 million dollars.
- Approve City Staff to apply for Infrastructure Funding when available in support of the project.
- Authorize the Finance department to internally fund in the short term the architectural and engineering design services up to \$1.1M in 2019 to advance the project.

- Authorize staff to investigate options and costs to decommission the W.J. McMeeken and report back to Council.

A Twin Pad Arena Committee (TAC) was established with the following members:

- City Councillors Corey Gardi and Matt Shoemaker
- CAO
- Deputy CAO, CDES
- Chief Financial Officer/City Treasurer
- Director, Community Services
- Director, Planning
- Director, Engineering
- Manager, Community Arenas
- Manager, Recreation and Culture
- Manager, Facilities and Maintenance

The RFP for Construction Management services was issued and a staff committee reviewed the submissions to make recommendation to the TAC.

Four RFP responses were received from qualified firms with price ranges that exceeded the expectations from staff. Therefore, a recommendation was made to TAC not to proceed with engaging a firm for Construction Management services and issue a new RFP using the Design Bid Build methodology. Further, that certain steps be taken within the Design Bid Build (DBB) process to try and capture some of the benefits anticipated within a Construction Management process. These steps would include:

- Incorporating a peer review option within the DBB process at the 10% and 90% design points
- Emphasizing the requirement to design a project within the total budget of \$25M
- Including a requirement for firms to have a member of their team with extensive arena construction experience within the past five years

ANALYSIS

Staff did not feel that the benefits received by the Construction Management method were sufficient to justify the additional expense from the proposals received. It was felt that the higher than expected professional fees would be better utilized in investments into the infrastructure, fit and finish of the arena. The general contracting firms that responded to the RFP were all qualified to

undertake the services and certainly are able to bid on future tender for the construction of the facility.

As cited in the previous report to Council, the goal is to build the twin pad addition as economically as possible but with value for money in mind (i.e., consider the life cycle costs of components to make the best choices on behalf of taxpayers).

Also, as previously mentioned, the City is ahead of the game in some respects as approximately \$1.2M has been spent on Professional fees to date for Phase 1 and 2 of the Northern Community Centre. Schematic drawings are in place that show the addition of both a single and double pad to the existing Northern Community Centre. The experience gained from the construction of the current Northern Community Centre will also help inform the construction of the new facility.

From a timing perspective, staff do not believe this delay will significantly impact the project. Even if the City had proceeded with a Construction Management firm, the next step was to issue an RFP for Architectural and Engineering Services.

FINANCIAL IMPLICATIONS

There are no financial implications at this point in the process. It is anticipated the decision to not proceed with the Construction Management process will decrease the overall professional services fees for the project.

STRATEGIC PLAN / POLICY IMPACT

The project links directly to the Infrastructure Focus Area of the Corporate Strategic Plan – “New infrastructure is essential to the City’s growth, economic development, citizen safety and quality of life.”

Further the project ties in to the Service Delivery Focus Area – “Providing outstanding service to citizens benefits the resilience of our community and our collective future as a society.”

Finally, the project aligns with the Quality of Life Focus Area – “The City of Sault Ste. Marie is distinctly poised to provide and promote a superior quality of life.”

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Deputy CAO Community Development and Enterprise Services dated 2019 09 09 concerning the construction methodology for the twin pad arena be accepted and that Council authorize staff to proceed in a request for proposal process for “Architectural

and Engineering Design and Contract Administration Services” for a new twin pad arena to be located at 616 Goulais Ave.

Respectfully submitted,

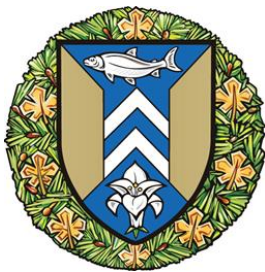
A handwritten signature in blue ink, appearing to read 'Tom Vair', is positioned above the printed name.

Tom Vair

Deputy CAO, Community Development & Enterprise
Services

(705)759-5264

t.vair@cityssm.on.ca



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

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

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Emily Cormier, Climate Change Coordinator

DEPARTMENT: Community Development and Enterprise Services

RE: Partners for Climate Protection (PCP) Program

PURPOSE

The purpose of this report is to seek Council's approval for a request to sign the Federation of Canadian Municipalities (FCM) Local Governments for Sustainability (ICLEI) Resolution for Partners for Climate Protection (PCP) Program to enable access to the PCP tool in order to complete a community wide greenhouse gas (GHG) emissions inventory.

BACKGROUND

The Corporation of The City of Sault Ste. Marie (the City) recognizes the need and importance of reducing greenhouse gas (GHG) emissions. Corporate action has been taken through the creation of the City's Municipal Environmental Initiatives Committee (Green Committee), completion of the 2007 Municipal GHG emissions inventory and 2019 Corporate Municipal Energy Conservation and Demand Management Plan. The City is also a member of the Northern Climate Change Network (NCCN), a working group between five northern Ontario municipalities (Thunder Bay, Timmins, Sault Ste. Marie, North Bay, and Greater Sudbury) that was created to assess and manage the impacts of climate change on communities, infrastructure, and natural systems.

In June 2019, the FCM funded Climate Change Coordinator, began collecting data related to a community level greenhouse gas (GHG) emissions inventory. The community GHG emissions inventory is a critical step in terms of understand what the current emissions levels are for Sault Ste. Marie. Once the existing emission levels are detailed, we can then assess and determine what reduction targets we may want to establish. The measures to achieve these reduction targets can then be used to inform key policy and planning documents such as the new Official Plan and other municipal policies and procedures.

To support municipalities in creating greenhouse gas (GHG) emissions inventories, the Federation of Canadian Municipalities (FCM) and ICLEI – Local Governments for Sustainability (ICLEI Canada) created the Partners for Climate

Protection (PCP) Program to provide a forum for municipal governments on how to reduce GHG emissions.

There are over 350 participating municipalities across Canada, several of which are in Northern Ontario including the City of Thunder Bay, City of Greater Sudbury and the City of Timmins. Participation in the program includes the completion of a 5-milestone framework, which is intended to guide the municipality towards the development of a Climate Action Plan. The 5-milestones include:

1. Creating a baseline emissions inventory and forecast;
2. Setting emissions reduction targets;
3. Developing a local action plan;
4. Implementing the local action plan, and;
5. Monitoring progress and reporting results;

Joining the PCP program will give Sault Ste. Marie access a tool that would allow them to create an accurate community emissions inventory accomplishing milestone one, and setting the stage for milestones 2 and 3.

ANALYSIS

The development of a community GHG emissions inventory aligns with the FutureSSM priority of environmental sustainability. Joining the Partners for Climate Protection (PCP) Program will assist the City in creating the community greenhouse gas (GHG) emissions inventory through the PCP tool, set targets, build an action plan and track progress on implementation. All of these tasks are requirements of the climate change staff grant and will further community priorities towards environment and energy sustainability.

There are several key benefits to joining the PCP program, including that:

- The program is free to join;
- The program is not legally binding, meaning that there will be no consequences if the City does not meet the commitments they agree to;
- The City has the option to cancel their membership at any time;
- The City will gain access to tools and resources, including case studies, funding opportunities, information sharing and a computer software that will assist in the development of a GHG emissions inventory.

The City would have the following responsibilities if there is a decision to join the program:

- Implementing the PCP's 5-milestone framework within 10 years of joining the program;
- Submitting progress reports at least once every 2 years;
- Contacting FCM if there are any changes to the person of contact within the City; and,
- Being willing to participate in activities and share experiences with other members of the program.

Joining the PCP program, is voluntary and would give the City access to several resources that would be beneficial in advancing the City's environmental agenda, particularly as it pertains to preparing for climate change. It would also be valuable for the City to take advantage of this opportunity now, as completion of milestones 1 to 3 of the 5-milestone framework will be worked on during the contract of the Climate Change Coordinator.

FINANCIAL IMPLICATIONS

There are no financial implications to joining the PCP program and there is no financial penalty to withdraw.

STRATEGIC PLAN / POLICY IMPACT

The City of Sault Ste. Marie Strategic Plan outlines environmental stewardship as a value to ensure that we use resources wisely to maintain and create a sustainable city for future generations. The plan also identifies infrastructure and quality of life as strategic focus areas.

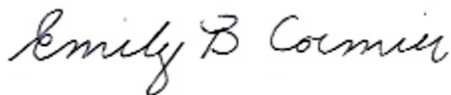
In addition, as previously mentioned in the background section of this report, the community greenhouse gas (GHG) emissions inventory will be used to inform key policy and planning documents such as the new Official Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that Council approves the report of Emily Cormier, Climate Change Coordinator dated August 12, 2019 titled Partners for Climate Protection (PCP) Program and a resolution be passed regarding the City's participation in the PCP program to facilitate the creation of a community GHG inventory.

Respectfully submitted,



Emily Cormier
Climate Change Coordinator
705.971.3366
e.cormier2@cityssm.on.ca



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, City Clerk

DEPARTMENT: Corporate Services

RE: Procedure By-law Review 2019

PURPOSE

The purpose of this report is to recommend amendments to Procedure By-law 2013-100.

BACKGROUND

By-law 2013-100 provides that a Procedure By-law Review Committee meet mid-term to review the procedure by-law. Bill 68, *Modernizing Ontario's Municipal Legislation Act*, introduced several mandatory requirements which must be included in the procedure by-law. Additionally, some amendments are recommended to reflect actual practice.

The Procedure By-law Review Committee (Chair Councillor L. Dufour, Mayor C. Provenzano and Councillor S. Shoemaker, with Chief Administrative Officer M. White, City Clerk R. Tyczinski and City Solicitor K. Fields) met on August 27, 2019.

ANALYSIS

Statutory Changes (Bill 68)

1. Definition of a meeting

Bill 68 amended the definition of a meeting (section 238(1) Municipal Act) to mean:

“any regular, special or other meeting of a council, of a local board or of a committee of either of them, where;

- a) a quorum of members is present, and*
- b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.”*

The committee recommends that the definition of a “meeting” in the procedure by-law be amended to reflect this.

2. Electronic participation in meetings

Bill 68 amended the Municipal Act as follows:

“s. 238(3.1) The applicable procedure by-law may provide that a member of council, of a local board or of a committee or either of them, can participate electronically in a meeting

which is open to the public to the extent and in the manner set out in the by-law provided that any such member shall not be counted in determining whether or not a quorum of members is present at any point in time.

(3.2) The applicable procedure by-law shall not provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting which is closed to the public.”

Subsection 3.1 is discretionary. (Subsection 3.2 is not)

The Ministry of Municipal Affairs has gathered information from all Ontario municipalities regarding electronic participation in meetings as part of their data collection. The question was worded as “Does the municipality provide an option for council members to participate in meetings electronically?” The results appear below.

Electronic Meetings	2018 Result	Yes	No	Unable to obtain answer	Denominator
Province	8%	34	400	10	434
Greater than 100000	3%	1	29	6	30
25001-100000	4%	2	54	1	56
10001-25000	5%	4	77	3	81
5001-10000	4%	3	72	0	75
2501-5000	10%	6	55	0	61
1001-2500	10%	5	46	0	51
0-1000	16%	13	67	0	80

If electronic participation in meetings were approved, there are a number of technological considerations as well as considerations with respect to the rights and roles of members participating electronically that would need to be addressed, such as:

- Does the electronic participation allow the member to hear and be heard only, or to see and be seen as well?
- Can the Mayor (or Acting Mayor) participate electronically?
- Will there be a limit as to the number of members who can participate electronically? (No more than five members could participate electronically as quorum is six)
- Can a member participating electronically vote on the matters being considered?
- Can a member participating electronically move or second a motion or introduce amendments?
- What happens if the member’s electronic connection is lost? If the meeting is recessed as a result thereof, for how long before resuming the meeting?
- What happens if Council (or the board or committee) goes into closed session? (members are not permitted to participate electronically in closed session, and therefore may not have all of the information that other members have regarding items then discussed and voted on in open session.)
- Technological capacity and ability of boards or committees of Council.

The committee recommends that electronic participation in meetings not be adopted at this time, but that it be re-visited upon a future review of the procedure by-law. The committee also recommends that a source of funding be identified to support technological capability to allow electronic participation in meetings in the future.

3. Closed meetings

Bill 68 provides for four additional closed meeting provisions under s. 239(2) of the *Municipal Act*:

“(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

(j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.”

The committee recommends that the procedure by-law be amended to reflect these expanded provisions.

Section 239 (3) of the *Municipal Act* states:

“A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

(a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or

(b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2. (being the section authorizing appointment of a closed meeting investigator).”

The committee recommends that the procedure by-law be amended to include the second provision.

Section 239 (5) and (6) of the *Municipal Act* states:

“Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

Exception

(6) Despite section 244, a meeting may be closed to the public during a vote if,

*(a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
(b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6)."*

For clarity, the committee recommends that the procedure by-law include the following:

"Voting is not permitted in a closed meeting unless the vote is for a procedural matter or for giving directions or instructions to officers, employees or persons retained by or under contract with the municipality"

Bill 68 amended section 239.2(12) of the *Municipal Act* by adding the following requirement:

"(12) If a municipality or a local board receives a report from a person referred to in clause 239.1 (a) or (b) reporting his or her opinion, and the reasons for it, that a meeting or part of a meeting that was the subject-matter of an investigation by that person appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the municipality or the local board, as the case may be, shall pass a resolution stating how it intends to address the report."

The committee recommends that the procedure by-law be amended to include the following wording:

"Should a report be issued by a closed meeting investigator which finds that a meeting or part of a meeting that was the subject of an investigation by that person appears to have been closed to the public contrary to section 239 or to this procedure by-law, Council must pass a resolution stating how it intends to address the report."

4. Absence of Head of Council

Bill 68 amended section 242 of the *Municipal Act* as follows:

*"242 A municipality may, by by-law or resolution, appoint a member of the council to act in the place of the head of council or other member of council designated to preside at meetings in the municipality's procedure by-law when the head of council or designated member is absent or refuses to act or the office is vacant, and while so acting such member has all the powers and duties of the head of council or designated member, as the case may be, **with respect to the role of presiding at meetings.**"(emphasis added)*

The current procedure by-law states that the designated Acting Mayor shall act in the event that the Mayor (among other things) "cannot attend to the business duties of the position of Mayor due to illness or absence; refuses to act; or if the Mayor's office is vacant". The new provisions only extend to the Acting Mayor presiding at Council meetings. The committee recommends that the procedure by-law be amended to reflect this provision.

Section 23.1 of the *Municipal Act* authorizes a municipality to delegate its powers and duties under that statute or any other Act. A separate by-law should be passed delegating members of Council as Acting Mayor on a rotational basis.

5. Declarations of Conflict of Interest

Bill 68 amends the *Municipal Conflict of Interest Act* as follows:

"5.1 At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be."

and

"6.1 (1) Every municipality and local board shall establish and maintain a registry in which shall be kept,

(a) a copy of each statement filed under section 5.1; and

(b) a copy of each declaration recorded under section 6.

Access to registry

(2) The registry shall be available for public inspection in the manner and during the time that the municipality or local board, as the case may be, may determine."

The committee recommends that the procedure by-law be amended to require that written declarations are required for open and closed meetings and that a registry be made available for public inspection.

6. Electronic Voting Technology

The current procedure by-law states:

"22. Recorded Votes

22.1 Requested

If a member present at a meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each member present, except a member who is disqualified from voting by any Act, shall announce his or her vote openly and the Clerk shall record each vote.

22.2 Mandatory

Any vote on a resolution or by-law which is required to be passed by a majority greater than a simple majority of the members of the Council shall be recorded.

22.3 Clerk's Call

If a vote is to be recorded the Clerk shall call out the names of the members of Council on a rotational basis. Each member of Council shall in turn indicate whether the member is in favour or opposed to the matter being voted upon. The Clerk shall record the vote of each member in the minutes.

22.4 Disagreement as to Result

Any member who disagrees with the announcement made by the head of Council of the result of the vote shall immediately object to the head of Council's declaration and the vote shall be retaken by the Clerk.

22.5 All Members to Vote

Every member present when a question is put on a recorded vote shall vote thereon.

22.6 Refusal to Vote

Any member who refuses to vote on a recorded vote shall be recorded as voting in the negative on the question before the Council.

22.7 Severability of Question

When the question under consideration contains distinct propositions, upon the request of any member the vote upon each proposition may be taken separately.

In order to reflect the use of electronic voting technology using agenda software, the committee recommends that s. 22.3 be amended as follows:

Electronic Voting

When the Clerk opens the vote every member of Council present shall vote electronically unless they have declared a conflict of interest.

Exception: Voting on the following Agenda items shall take place by show of hands:

1. Adoption of Minutes
4. Approve Agenda
6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda
11. Consideration and Passing of By-laws (on consent)
13. Closed Session
14. Adjournment

The committee recommends that the procedure by-law should contain a provision to permit voting by show of hands in the event of a power or internet outage.

7. Housekeeping

1.4 Mid-term review of procedure by-law currently states:

“The Procedure By-law shall be reviewed at the mid-term of each Council by establishing a Procedure By-law Review Committee initiated by the City Clerk.”

The committee recommends that the words “at the mid-term” be deleted and replaced with “during the term”.

6.2 Notice to Members of Council currently states:

“Notice of special meetings setting forth the matter or matters to be considered shall be given to all members of Council either:

(a) by email or facsimile transmission or delivery to each member of Council at his/her home or place of business not less than six hours in advance of the time fixed for the meeting; or

(b) by such other manner as the head of Council shall direct.”

The committee recommends that the words “or facsimile transmission” be deleted and that the option to deliver Notice be retained in the event of a power or internet outage.

7.10 – Member Called to Order currently states:

“A member called to order by the head of Council shall immediately be seated until the point of order is dealt with and shall not speak again without the permission of the head of Council unless to appeal the ruling of the head of Council.”

The committee recommends that the words “shall immediately be seated until the point of order is dealt with and” be deleted.

7.20 – Member Leaving Chamber currently states:

“In the event that a member intends to leave the Chamber and not return prior to adjournment of a meeting, he or she shall so state (including the time at which the member expects to leave) at the beginning of the meeting, or as soon as he or she becomes aware of the fact.”

The committee recommends that the words “where practicable” be added after the words “prior to adjournment of a meeting” and before “he or she shall so state”.

23.4 – Delivery of Agenda to Council and Public currently states:

On the Thursday preceding each regular meeting of the Council, the Clerk shall cause to be delivered to each member of the Council at his or her place of residence or other designated location a full Agenda package

The committee recommends that the subtitle be amended to delete the words “and Public”. It is further recommended that the word “Thursday” be deleted and replaced with “Wednesday” to reflect actual practice, and that the words “at his or her place or residence or other designated location” be replaced with the word “electronically”

29.3 –Addresses of Members of Council currently states:

It is the responsibility of each member of Council to inform the Clerk of the address to which notices of meetings, Agendas, and other information shall be sent and any such notice, Agenda or other information is duly sent or given if sent to that address.

The committee recommends that this section be amended to state “Notices of meetings, Agendas and other information shall be sent to the member’s city email address and any such notice, Agenda or other information is duly sent or given if sent to that email address.”

Correspondence Agenda

Correspondence Agendas are published as necessary containing general correspondence. If, after having received an item on the correspondence Agenda, a Council member wishes the matter placed on a regular Agenda they may make that request to the Agenda Review Committee

The committee recommends that the procedure by-law be amended to include this practice, as well as the placement of Correspondence Agendas on the City website.

Administrative Corrections to Official Records

There are times where it is clear that an administrative error (typographical or incidental) has been made in an official record. It is recommended that the City Clerk be given the authority to make administrative corrections to official records of Council in the procedure by-law.

FINANCIAL IMPLICATIONS

There are no financial implications to the recommended amendments.

STRATEGIC PLAN / POLICY IMPACT

Review of the procedure by-law is an administrative matter not articulated in the corporate strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk concerning Procedure By-law Review 2019 dated 2019 09 09 be received and that the recommendations of the Procedure By-law Review Committee be adopted; further that a source of funding for technological capability to support electronic participation at Council meetings in the future be identified.

A by-law amending procedure by-law 2013-100 and a by-law delegating members of Council as Acting Mayor on a rotational basis will appear on the 2019 09 23 Council Agenda.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Rachel Tyczinski', followed by a horizontal line.

Rachel Tyczinski

City Clerk

705.759.5391

r.tyczinski@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Brent Lamming, Director of Community Services
DEPARTMENT: Community Development and Enterprise Services
RE: Sault Ste. Marie Canal Recreational Lock Agreement

PURPOSE

The purpose of this report is to provide Council information and to seek approval to enter into a new ten (10) year lease agreement with Her Majesty the Queen, In Right of Canada (represented by the Minister of the Environment for the purposes of the Parks Canada Agency, "Parks Canada"). Under the agreement Parks Canada in partnership with the City of Sault Ste. Marie will continue to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada.

BACKGROUND

In 1995, The Government of Canada entered into a Memorandum of Agreement (MOA) with the Province of Ontario and the City of Sault Ste. Marie to reconstruct the lock at the Sault Canal from a commercial lock into a recreational lock. The MOA with the City involved the operation and maintenance of the lock for a period of 10 years. The MOA was to expire on July 14, 2008; however, a Letter of Agreement extended it for a period of one year. A new MOA was entered into on July 27, 2009 for a 10-year agreement expiring July 14, 2019 (Appendix A – Letter of Over holding from Parks Canada). Highlights of the renewed MOA are as follows:

- Maintains the 75% / 25% cost split between Parks Canada and the City;
- Maintains the provision in the original MOA for Parks Canada to charge a lockage fee;
- Provides a more defined financial reconciliation process;
- Maintains the requirement to respect the right of Batchewana First Nation to reasonable access to Whitefish Island;
- Allows for the termination of the MOA by either party with two years written notice.

ANALYSIS

Staff from both Parks Canada and the City's Community Services Department have had discussions on a number of occasions and have come to an agreement for the renewal of the MOA for another 10-year period. The City's Legal Department and Finance Department staff have also reviewed the proposed agreement. This agreement continues to support the manner in which we have been operating over the past twenty (20) years.

It is recommended that Council approve entering into a renewed 10-year Memorandum of Agreement with Parks Canada to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada. In partnership with the City.

FINANCIAL IMPLICATIONS

Based on the new Agreement the City will continue to be responsible for seasonal staffing and maintenance items. This has amounted to approximately \$43,000 on average over the ten (10) year timeframe. This covers one Full Time employee (FTE) to operate the locks during the summer season (May 15 to Labour Day) as well as two (2) summer students and 2 Part Time (PTE) in the offseason (September to Mid October).

Her Majesty agrees to provide financial assistance to the City with respect to the operation and maintenance of the Recreational Lock, specifically the area set out in Schedule 'B' to this agreement, all in accordance with the terms and conditions set out in Article 6.0 of this Agreement.

STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Community Strategic Plan for 2016-2020 in this way:

- Developing Partnerships with our Key Stakeholders and collaboration with community partners, which is essential to our success.
- Improves Quality of Life by supporting recreation and culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-Law 2019-158 and supporting agreement appears elsewhere on the Agenda for City Council's approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA
Director, Community Services
Community Development & Enterprise Services
(705)759-5314
b.lamming@cityssm.on.ca



Parks
Canada

Parcs
Canada

Appendix A



Field Unit Superintendent; Parks Canada
Northern Ontario Field Unit
201 May Street North, Suite 201
Thunder Bay ON P7C 3P4

Our File: 8515/S32-1

June 27, 2019

The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie Civic Centre, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

Attention: Lessee

Re: Notice of Overholding Agreement

Sault Ste. Marie Canal National Historic Site

This letter is to confirm that the agreement, for the above-mentioned lands, dated the 27th day of July, 2009 will expire on the 14th day of July, 2019. Please be advised that your continued occupancy following the agreement expiry date is on a month to month agreement. This agreement may be terminated by either party upon giving one month's notice in writing. During this agreement, you are subject to all other covenants and provisions contained in the agreement that so far as the same are applicable to this month to month agreement, including payment of land rent as set by the Minister.

Should you have further questions or concerns, please contact Realty Services at pc.realtyservicesontario-servicesimmobiliersontario.pc@canada.ca.

Sincerely,

Cory Gaudet
Acting Field Unit Superintendent, Northern Ontario Field Unit
Parks Canada / Government of Canada
201 May Street North, Suite 201
Thunder Bay, ON P7C 3P4

Canada



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Christine Pascall, CPA, CA Manager of Accounting & City Tax Collector

DEPARTMENT: Corporate Services

RE: Transfer of Property to DSSAB

PURPOSE

The purpose of this report is to seek Council approval to vest an unsold tax sale property in the City's name and transfer it to the District of Sault Ste. Marie Social Services Board (DSSAB). This transfer would be part of an initiative with DSSAB to expand access to affordable housing in Sault Ste. Marie as identified in the Report to Council, "Unsold Tax Sale Properties for Social Housing" by Shelley Schell, Chief Financial Officer and Treasurer on July 16, 2018

BACKGROUND

The property at 47 Wellington Street West was listed for tax sale in 2018. This property did not receive any bids in the tax sale that was held October 24, 2018 and therefore the City may exercise its right to vest (assume title to) the property in accordance with the *Municipal Act, 2001*. Once the property has been vested in the City's name, the property could be transferred to DSSAB to be used as part of their strategic direction to expand access to affordable housing in Sault Ste. Marie.

ANALYSIS

This property continues to accrue taxes and interest with no likelihood of collection.

DSSAB has expressed an interest in the property at 47 Wellington Street for affordable housing purposes. At the DSSAB Board meeting on August 15, 2019 the following resolution was passed:

"Be it resolved that the Sault Ste. Marie Housing Corporation (SSMHC) accept the August 15, 2019 Unsold Tax Sale Property Report of the Director off Housing Services and move to purchase the property located at 47 Wellington Street West from the Corporation of the City of Sault Ste. Marie for a cost of \$1.00."

This property continues to accrue taxes and interest with no likelihood of collection.

Finance staff is recommending that the property be transferred to DSSAB for \$1.

Page 2.

FINANCIAL IMPLICATIONS

The uncollected taxes owing on this property of \$4,132.15 will be written off and can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

The municipally-initiated program to vest property for social housing purposes aligns with the corporate value Commitment to Citizens and the Community as well as the Focus Area: - new infrastructure is essential to the City's growth, economic development, citizen safety and quality of life.

RECOMMENDATION

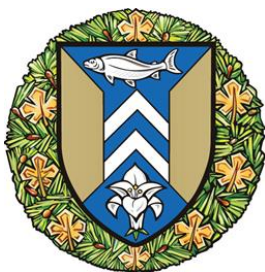
It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2019 09 09 concerning Transfer of Property to DSSAB be accepted and Council authorize the City Tax Collector to vest in the City's name and proceed with transfer of the property at 47 Wellington Street West to DSSAB for \$1.

Respectfully submitted,



Christine Pascall, CPA, CA
Manager of Accounting and City Tax
Collector
705.759.5276
c.pascall@cityssm.on.ca



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Director of Public Works

DEPARTMENT: Public Works and Engineering Services

RE: City-wide Change to Recycling Day

PURPOSE

The purpose of this report is to seek Council approval to amend the routine collection day for recycling commencing November, 2019 (the beginning of Winter Control for Public Works).

BACKGROUND

The automated waste collection system has been in operation since July 2, 2019. Staff have been working to address the challenges of the new system. In some situations, space may be an issue, in particular, in winter months with snow accumulation affecting the width of resident's driveways. In other cases, where driveways do not exist snow banks must be kept clear for the space required in the area where the cart is to be put out for collection. The curbside multi-family sector may also be challenged with more than one waste cart being placed at the curb in addition to recycling cart(s).

ANALYSIS

In checking with many other municipalities, the solution to this problem is to delay recycling collection by one day, thus, in the case of a single family residence only one (1) cart will have to be placed at the curb each day. The following amended schedule is proposed for Council approval:

Waste Collection Day	(New) Recycling Collection Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

This change will be well advertised through Corporate Communications office and the amended schedule will be available on the City's web-site: www.saultstemarie.ca.

Please note that for 2020, the leaf and yard waste curbside collection schedule would remain on the waste collection day following the A and B schedule.

A full public education program for waste management activities will continue to be enhanced in 2019 and beyond with emphasis on waste diversion requirements and details for the community.

FINANCIAL IMPLICATIONS

There is no financial implication to this proposal.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter, however, the provision of excellent and efficient service is a critical part of the Corporate Strategic Plan.

RECOMMENDATION

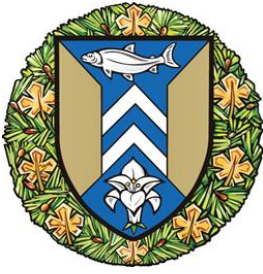
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received and the recommendation that Council approve offsetting the recycling collection schedule by one-day effective the week of November 4th, 2019.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Susan Hamilton Beach', is positioned above the printed name and contact information.

Susan Hamilton Beach, P. Eng.
Director of Public Works
705.759.5207
s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Karen Fields, City Solicitor

DEPARTMENT: Legal Department

RE: Performance Bonds and Letters of Credit

PURPOSE

This report is in response to a Council resolution:

“Whereas the City requires residential developers to provide a letter of credit when they begin a development;

Whereas it can be challenging for a smaller residential developer to provide a letter of credit prior to beginning a development;

Whereas the City has accepted Performance Bonds but does not generally do so for residential developments;

Whereas smaller developers who may not be able to offer a line of credit may be able to post a performance bond;

Whereas the City wants to make every reasonable effort to be development friendly;

NOW THEREFORE City Council directs City Staff to consider accepting Performance Bonds in lieu of letters of credit and report back to City Council on the appropriateness and advisability of doing so.”

BACKGROUND

This matter addresses projects by developers and does not pertain to projects undertaken by the City, where other obligations come into play for those projects. Bonds are used in City owned projects because of the obligation to do so. As well, for City projects we have budgeted for the original capital expense. The bond in that case protects the taxpayer in the event of a contractor default and covers additional costs to get a second contractor in to complete the project.

In a subdivision development for example, the City has not budgeted for the capital expense (as it is not our project) so a means of protecting the taxpayer from a developers default has to be put in place. As an overview, and in general Letters of Credit over Surety

Bonds are preferred by Cities, Municipalities and Regional Municipalities for a number of reasons:

Letters of Credit are actionable for any reason that the City might need to access the funds. A demand is made on the bank and payment will be received. With a Surety Bond (which includes a Performance Bond), a claim has to be made to the Surety; there must be default of the agreement and the matter then needs to be investigated. It can result in delay, court proceedings and legal fees.

The entire Letter of Credit amount can be utilized or a portion as needed; and they ensure financial and performance obligations are met and the City is protected against financial loss.

Bonds are also more cumbersome than letters of credit to put into place in the first instance. Bond claims typically require more time and resources to complete, including legal fees and court costs and can take years to resolve, whereas letters of credit only require the letter itself and a shorter time frame (hours to 30 days) to process. To claim against a Bond involves a more onerous and administrative expenses to the City.

Some Developers have noted however that with financial institutions reducing the amount of credit they will extend, the cost of providing a letter of credit, and having the amount of money tied up for the duration of the project, it limits their ability in the number and scope of projects. Surety Bonds, including performance bonds, are sometimes preferred by Developers as it frees up cash for the developer.

Past Practice

In the past the City has accepted bonds which in some instances have not been renewed by the surety, resulting in staff having to seek proof of other bond arrangements with a developer, or requesting that financial guarantees be put in place to replace the expiring bond. There are also instances where there remained outstanding obligations under the subdivision agreement where demand for payment under the performance bond had to be made. The position was taken not to accept bonds as a means of securing construction of municipal services so there would not be a risk of a financial shortfall to the City.

Present Practice

Staff in general, have taken the approach of working with developers to assist them in the development while ensuring the risk to the City is mitigated. In general prior to the start of construction for a subdivision, the Subdivision agreement is signed and the first letter of credit is requested. This amount is for Primary Servicing and is equal to 15% of the total value of underground work. The developer then begins construction of the underground services up to the granular surface of the roadways. At that point with the preliminary acceptance of the Primary Servicing, the Letter of Credit is returned to the developer. Building permits are not released before primary servicing. A second letter of credit is then submitted by the developer equal to 100% of the remaining work, i.e.

asphalt, curbs, sidewalks, boulevards etc. This is required to protect the residents who are taking out the building permits. The City then releases the Building Permits.

The developer then begins construction on the surface work which can take at least two years. At the request of the developer the City will then reduce the letter of credit to 100% of the uncompleted work plus 10% of the completed work and 10% for contingencies. Staff work with the developers and it can result in multiple reductions as the work is completed. Once all construction is complete and deficiencies are corrected the letter of credit is reduced to 10% of the original total. After the 13 month guarantee period and a final inspection, the subdivision receives final acceptance and the letter of credit is returned to the developer and subdivision assumed.

Staff, in Engineering, Planning and Legal have worked in the past and continue to work with developers to assist them in their plans while balancing the interests of making sure there are no financial consequences passed along to the public for failure to complete services required. To that end, Engineering often makes project specific accommodations for subdivisions. They allow small subdivision phases (for example 4 lots at a time) to accommodate the developers schedule, even though the process and staff work is the same whether on 4 lots or 40. Staff have also negotiated unique agreements that would assist the developer in being able to obtain funding, and then putting prohibiting orders in place to make sure that services are in place before the prohibiting order can be lifted.

Subdivision Bonds

A potential alternative to letters of credit are "Subdivision Bonds". These have been used in the United States and have recently been considered by some Canadian Cities. A subdivision bond is issued by a Surety company and would be held by the City as security against non-performance by a developer. Surety companies describe it as comparable to a letter of credit stating that it provides a municipality with the funds required to correct a default by a developer; are customizable; can be drawn against partially and repeatedly (more closely resembling a letter of credit); and the developer must be prequalified to demonstrate they have the financial means to complete the project, but also expertise, resources and operational controls to reach a successful conclusion. Developers feel the advantage for them is that bonds do not encumber cash or assets as collateral and does not erode bank financing. Surety companies suggest that they are an advantage to Municipalities however, for the City, these same advantages already exist with letters of credit. One advantage to the subdivision bond is that developers must pre-qualify, where the surety will focus on the developer's ability to complete the project, not only on financial concerns.

ANALYSIS

The most common form of security required by municipalities in securing the construction of services and infrastructure is the irrevocable letter of credit. Letters of

Credit, cash and certified cheques are the safest form of security and are low risk to the financial well being of the City. If there is an appetite to move to Bonds – then Subdivision Bonds could be considered as a pilot project. Some discretion at Staff level should be considered – for example, if there is no history of a developer not finishing a past project and there is little risk to the City, we might consider a subdivision bond. Where there is a past of having to finish project, call in a bond etc., then letters of credit should be utilized.

The Town of Innisfil completed a successful project to test the using of subdivision bonds. They did so on the conditions that the surety be prepared to amend its standard bond adding the following terms:

- (1) it contained the same kinds of clauses that make letters of credit preferable i.e. obligation to pay on demand, in cash, up to the aggregate amount of the bond; its automatically renewable; partial drawings are permitted; it is irrevocable and partial reductions are permitted in the bond amount;
- (2) the surety was financially stable, well capitalized and had financial reporting requirements, well rated etc.; and
- (3) that the agreement stipulate that the Town would be permitted to require a replacement security if the credit rating of the surety fell below a level acceptable to the Town.

That project was successfully completed.

FINANCIAL IMPLICATIONS

Letters of Credit, cash or certified cheque are currently acceptable forms of security required by the City and are the lowest risk to, and financial loss by the City. Bonds are a bigger risk and can involve a drawn out process that can result in legal, staff, and court costs. If the claim is denied, the City may become liable for the construction costs to finish the subdivision.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

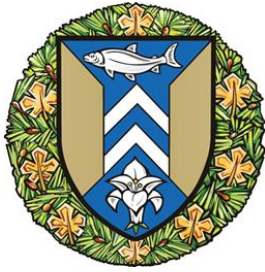
Resolved that the report of the City Solicitor dated 2019 09 09 be received as information, and in the appropriate circumstances staff to consider a pilot project of a subdivision bond.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "K. Fields", is written over a light gray rectangular background.

Karen Fields
City Solicitor

KF/da



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Mountain Bike Tourism Product Development - Economic Development Fund Request

PURPOSE

The purpose of this report is to seek Council's approval for a request of the Economic Development Fund (EDF) to leverage funding through the Canadian Experiences Fund delivered by FedNor.

BACKGROUND

Working in partnership with Tourism SSM and the EDC, FutureSSM has been working towards expanding the local mountain bike trail network, through the development of the Algoma Trail Network (ATN). The development of the ATN will increase recreational opportunities for residents of Sault Ste. Marie, as well as provide greater opportunities for tourism, including the opportunity to host provincial and national-level mountain bike events.

The Algoma Trail Network (ATN) project will result in the development and construction of ~100km of purpose built, high quality multi-use mountain bike trails extending from within Sault Ste. Marie city limits into the surrounding region of the Algoma District. With unique northern landscapes and proximity to international markets, the region of Algoma is well positioned to become Ontario's premier mountain biking destination.

With the advent of winter fat tire biking, mountain bike tourism has become a four-season phenomenon with a demonstrated increase in participation year over year. In 2016, cycle tourism in Ontario generated \$517 million accounting for 1.9% of total visitor spending and over 1.6 million visits (Cycle Tourism in Ontario Report 2019- Ontario by Bike). The same report identifies the resurgence of mountain bike tourism representing a significant portion of cycle tourism visits. Our closest comparators in the US Market (Marquette MI, Copper Harbour MI and Duluth MN) all see a robust increase in tourists annually (25,000+ MTB tourists) who travel great distances to experience their trail networks.

In May 2019, FedNor announced a potential funding opportunity through the Canadian Experiences Fund (CEF), which supports communities across Canada as they create and

enhance tourism products, facilities and experiences. Delivered through Canada's Regional Development Agencies (RDAs), this two-year fund helps Canada's tourism sector innovate and grow by providing targeted investments based on regional priorities.

FedNor has confirmed that under the CEF, funding up to 75% of the eligible and supported costs to a maximum \$500,000 is potentially available for the development of the Algoma Trail Network.

FutureSSM supported Tourism SSM and the EDC in their application to the CEF and submitted a Phase 1 FedNor application on May 17, 2019. FedNor elevated the application to Phase 2 and requested additional details be submitted. That application was submitted on June 24, 2019. Subsequent to that submission, FedNor indicated that they require confirmation of matching funds from the proponent in order to finalize their application review.

ANALYSIS

The development of the Algoma Trail Network (ATN) aligns with FutureSSM's goal to build a great city where people want to live, visit and do business. Furthermore, with the development of additional tourism products, the ATN supports the pillar of economic growth and diversification by expanding our local tourism offerings.

Trails are a great addition to Sault Ste. Marie's tourism portfolio and a high value asset to attract people to live in our community. Although purpose-built for mountain biking, the trails would support all human-powered users, i.e., bikers, runners, hikers, dog walkers, fat biking, snowshoeing and backcountry skiing.

As previously mentioned, there is an opportunity to access up to 75% of the eligible and supported costs to a maximum \$500,000 through the Community Experience Fund for the development of the Algoma Trail Network.

In order to access up to 75% of the eligible and supported costs to a maximum \$500,000 funds from CEF, under the program, the proponent is required to contribute \$166,000 (25%) in matching funds.

It was our original intent to access the Municipal Accommodation Tax (MAT) for these funds. Given the ongoing discussions related to the structure and oversight of the MAT and urgency to access the funds through CEF, we are recommending that the funds be approved from the Economic Development Fund at this time with the understanding that this is a backstop measure and there is an intent to recover the costs from the MAT once the approval process finalized.

This does present some level of risk as the future decision making process of the MAT is yet to be finalized. With that said, this project aligns directly with the requirement of MAT funds to be used for product development, we have the strong support of Tourism SSM for this initiative and staff believes this project presents a strong opportunity for the community to generate tourism in the region and also benefit local residents and resident attraction.

FINANCIAL IMPLICATIONS

We are requesting that maximum of \$166,000 out of the EDF for the development of this project. The allocation of \$166,000 is required in order to meet the funding matching criteria of the FedNor Canadian Experiences Fund. Once the MAT structure is finalized, it is anticipated the \$166,000 would be transferred from the MAT to offset the funds utilized for matching the CEF.

STRATEGIC PLAN / POLICY IMPACT

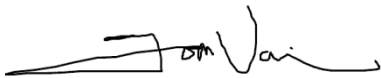
This matter is addressed in the Corporate Strategic Plan Focus Areas: Community Development & Partnerships and Quality of Life. The opportunity presented by developing the Algoma Trail Network, also fits with our strategic objective to increase tourism visits to Sault Ste. Marie and to create a great city where people want to live, visit and do business.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received as information and the request for funding for \$166,000 from the Economic Development Fund be approved for use for the development of the Algoma Trail Network.

Respectfully submitted,

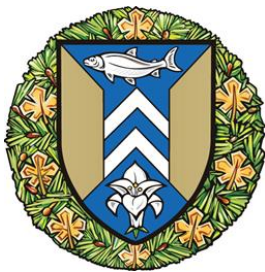
A handwritten signature in black ink, appearing to read 'Tom Vair', with a stylized flourish at the end.

Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca



The Corporation of the City of Sault Ste. Marie

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Entomica EDF Request

PURPOSE

The purpose of this report is to provide information and seek City Council's decision on a request for funds from the Economic Development Fund (EDF) by the Sault Ste. Marie Insectarium (Entomica). It is noted that this approval is being sought as an exception to the current EDF criteria and as a follow-on to the previously approved (2017) Entomica EDF request.

BACKGROUND

The Sault Ste. Marie Insectarium (SSMI), known in the community by the name Entomica, is a not-for-profit corporation that received its letters patent in January 2017. It was preceded by Entomica Inc., a for-profit corporation that was established in December 2013 as part of the Destination North plans for redevelopment of the former St. Mary's paper mill site.

Entomica Inc. became the first science centre in Canada to get permission from regulatory agencies to take insects out into the community, which enabled Entomica to develop unique outreach programs that have been recognized nationally, in particular their highly touted "Science for Seniors" program and educational programs in schools.

Additional information about the organization and their successes is included in the EDF application form (Attachment A) as well as a number of attachments with letters of support (Attachment B) and information regarding the Entomica request (Attachments C, D, E, F).

In December 2017, City Council approved a request of \$78,000 from the EDF to provide bridge funding until financial stability could be achieved. Entomica indicated the need for financial assistance was particularly pressing for the survival of the organization. The funding from the EDF allowed Entomica to hire a full-time Executive Director/Laboratory and provided funds for rent. Entomica approached City staff to stretch the dollars provided by the EDF funding to also hire full-time NOHFC Interns to develop educational

programs and part-time insect care staff as well as acquire additional insects for programming. It was felt by staff that this was in the spirit of the approval from Council and the fact Entomica was able to achieve more with the funding provided was a positive development. A By-law to reflect these changes appears elsewhere on the Council agenda.

Entomica has indicated this investment helped Entomica:

1. Increase program revenues from expanding (i) seniors outreach program and community educational programs (Science Festival) in SSM and to other cities in northern Ontario in partnership with Science North, and (ii) educational outreach programs to elementary schools in SSM and other schools throughout Algoma District in partnership with the Algoma District School Board.
2. Securing a stable and permanent home for Entomica at the Canadian Bushplane Heritage Centre (CBHC), with a MOU signed in early 2018 and a planned move in the summer of 2019 (this move has been delayed since the original EDF request). A new 1300-square feet exhibit and laboratory space is under construction (Attachment C).

Although Entomica managed to operate at break-even in the first half of 2019, they did not succeed in securing external funding and have indicated they have no reserves to:

- Fund the move to the CBHC, including purchase of equipment and exhibits
- Staff positions required to meet increase in visitation hours from 10 h per week at Mill Market to 40 h per week at the CBHC, and
- Advertise their presence at the new location.

Entomica is asking for \$134,750 from the EDF and have indicated that they consider this year a critical transition period and that the funds will give them the stability they need to transition successfully. The funds will be used to maintain staff (Executive Director, Program Assistant, NOHFC interns), purchase laboratory equipment and purchase display equipment available at a greatly discounted rate from an insectarium in Ottawa that is closing (Attachment E).

A summary of their request is below:

Staffing	
Executive Director	\$ 61,360
Program Assistant	\$ 49,088
Intern	\$ 8,153
Display Equipment	\$ 10,000
Laboratory Equipment	\$ 4,750
Sign and Banner	\$ 1,099
	<u>\$ 134,450</u>

ANALYSIS

The purpose of the Economic Development Fund is to support job creation, support the increase of new tax assessment through new investments, and to support economic development projects.

The current EDF criteria were established in 2010 and staff indicated at the time of the previous Entomica request that they are being updated. Staff delayed the return of an updated framework for the EDF to await the completion of the cultural plan being undertaken through FutureSSM, which may help inform support required by the cultural sector and the evolution of the EDF.

There are a few items to note with the current request from Entomica:

- Details of the business relationship with the CBHC are not finalized at this time. Entomica has indicated some of the operational details cannot be finalized until after one year of co-location when they have a better appreciation for the effects of Entomica's presence on number of admissions, memberships, program attendance etc.
- During the initial year of Entomica being located at the CBHC, no increase in admission fees will be charged and Entomica will not receive any revenue source from visitors. It should be noted, that the CBHC is providing the newly built space free of rent and utilities costs, which assists Entomica. The application states a number of terms of the agreement between Entomica and CBHC (including admissions) will be renegotiated after 1 year and will be reviewed on an annual basis throughout the 5-year term of the agreement.
- Entomica has indicated a detailed business plan for long-term financial sustainability will be developed after the transition period.
- Entomica states that their best projections currently indicate they will likely need some level of ongoing financial support from the City of SSM, possibly in the form of salary dollars, for one full-time position.

Entomica has developed a unique and engaging offering for residents and visitors. The synopsis (Attachment F) indicates that "over the previous five years that Entomica's programs and activities:

- (1) are unique among all science centres in Canada
- (2) appeal to, inspire and engage our residents, from young to old
- (3) are in high demand by the general public
- (4) are in high demand by teachers to complement the science curriculum in a way that inspires students of all ages
- (5) are in demand in other communities throughout Algoma and beyond
- (6) are effective in reaching and touching exceptional students and youth with emotional or developmental disabilities
- (7) inspire, motivate and enable youth to volunteer and participate in innovative programs such as kids teaching seniors in our Science for Seniors program

- (8) create job opportunities for full-time staff (lab manager, program coordinator) and part-time staff (insect care)
- (9) offer a tourist attraction that is novel and unique, not only in SSM but elsewhere, due to the hands-on experience that is our hallmark.”

During 2018, SSMI saw ~6,000 visitors come through its doors during Saturday and Wednesday markets, provided outreach programs and special events to ~9,000 participants, and generated \$31,000 in revenues. They are already close to matching those numbers after 6 months in 2019.

A new 1300-square feet exhibit and laboratory space is under construction (see Attachment C) for a move-in date later this summer. The co-location is expected to greatly benefit both organizations by increasing tourist and public engagement. Entomica also expects their charitable registration number from CRA until sometime in 2020 due to processing delays, which is restricting their current grant options.

Entomica has included letters of support from Science North Letter, Canadian Bushplane Heritage Centre, Algoma District School Board, Sault College and Ontario Finnish Resthome Association. Entomica is a tremendous community asset doing excellent work with youth, seniors and visitors to the community.

It is concerning that a business plan is not in place to guide the future development of the organization and enable sustainability. This should be a priority for the organization. Since submitting this application and having dialogue with staff, Entomica has indicated they have engaged the Community Development Corporation (CDC) to assist with business planning. Further, they are exploring other funding opportunities including:

- NSERC-Promoscience fund application- deadline September 15th
- Canadian experience fund – Federal tourism growth strategy- open deadline
- Canadian cultural spaces fund- open deadline
- Ontario rural economic development (red) fund
- OJCP (2-4 interns plus operational funds)
- NOHFC

Staff recommend that a portion of the funding requested by Entomica be provided to assist the organization in continuing operations, purchasing the equipment from the Ottawa Insectarium and contribute to signage. Also, staff recommend that Entomica be requested to develop a business plan over the next six months and provide for review at the mid-way point of the project.

The items recommended for funding include:

Staffing	
Executive Director	\$ 61,360
Intern	\$ 8,153
Display Equipment	\$ 10,000
Laboratory Equipment	\$ 4,750
Sign and Banner	\$ 1,099
	\$ 85,362

This removes the Program Assistant salary. It is incumbent on organizations applying for funding and that they demonstrate they have a business plan in place and are taking all necessary steps to generate revenue and achieve sustainability. The EDF is a limited pool of funds that must balance requests from multiple organizations and community projects.

The request meets some of the current EDF criteria (job creation, tourism) but not the increased tax assessment performance target of the current criteria.

FINANCIAL IMPLICATIONS

The current uncommitted balance of the 2019 EDF fund is \$284,300.78 and the addition of the cancelled projects from the August Council meeting (\$264,500) leaves a balance of \$548,800.78.

STRATEGIC PLAN / POLICY IMPACT

This item aligns with the Corporate Strategic Plan in the focus area of Community Development and Partnerships.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and the request for funding in the amount of \$85,362 from the Economic Development Fund be approved to the Sault Ste. Marie Insectarium with a condition that a business plan is provided by March 9, 2020;

Further that Council approve an amendment to the previous EDF agreement to reflect the use of funds to hire full-time NOHFC interns, part-time insect care staff and the acquisition of additional insects for programming.

With Council approval, this agreement will be brought back at a future Council meeting.

Respectfully submitted,



Tom Vair
Deputy CAO
Community Development & Enterprise Services
(705)759-5264
t.vair@cityssm.on.ca

Application for Economic Development Fund

4.1 Applicant Information

4.1.1. Legal name of organization

Sault Ste. Marie Insectarium

4.1.2. Names of Officers, Directors, Principals

John Dedes, President
 Kees van Frankenhuyzen, Treasurer
 Corinne Wilkerson, Secretary
 Sarah Butler, Director (Educational programs)
 Kerrie Wainio-Keizer, Director (Fundraising, Special events)
 Eva DeBoer, Director (Social programs)
 Kristen Gauthier, Director (First Nations programs)
 Michael Odom, Executive Director
 Jacob Zaccaria, Marketing and Promotion Intern

4.1.3. History of Organization

The Sault Ste. Marie Insectarium (SSMI), known in the community by the name Entomica, is a not-for-profit corporation that received its letters patent in January 2017. It was preceded by Entomica Inc., a for-profit corporation that was established in December 2013 as part of the Destination North plans for redevelopment of the former St. Mary's paper mill site. Those plans included a world-class insect-based science centre as a key tourist attraction. When Riversedge Developments opened the Mill Market in the former fish hatchery on Canal Drive in June 2014, Entomica Inc. was offered space to set up a temporary facility to introduce its Insectarium and associated programs to the community. The community's positive response lead us to operate beyond the planned two-month showcase period. With financing from Riversedge Developments, we hired a full-time facility and program coordinator, staffed various part-time and temporary positions and mobilized a large contingent of keen volunteers. In addition to public tours of our insect exhibits during market opening hours, we started offering tours for school groups and private tours for various organizations, birthday parties, summer camps, and special events during holidays and community events. Entomica Inc. became the first science centre in Canada to get permission from regulatory agencies to take our insects out into the community, which enabled us to develop unique outreach programs that have been recognized nationally, in particular our highly touted Science for Seniors program and our educational programs in schools. Entomica Inc. continued to operate under auspices of Riversedge Developments until December 2016. When the Destination North development did not come to fruition, we re-aligned our initiative as a not-for-profit community development organization. The SSM Insectarium operated in parallel with Entomica Inc. during 2017.

Funding from the Economic Development Fund in 2018 allowed us to hire a full-time Executive Director/Laboratory Manager, several full-time NOHFC Interns to develop educational programs, and part-time insect care staff. This investment from the community helped us consolidate two of the three pillars critical for financial sustainability:

1. Increased program revenues from expanding (i) our seniors outreach program and community educational programs (Science Festival) in SSM and to other cities in northern Ontario in partnership with Science North, and (ii) our educational outreach programs to elementary schools in SSM and other schools throughout Algoma District in partnership with the Algoma District School Board.

2. Securing a stable and permanent home for SSMI at the Canadian Bushplane Heritage Centre, with a MOU signed in early 2018 (attached) and a planned move in the summer of 2019.

Attached file: MOU SSMI CBHC 2018.pdf

We have yet to succeed in consolidating the third pillar that is essential for our financial sustainability, and that is securing project-based funding from external sources.

4.1.4. Organization mandate

The SSMI is an insect-focused science discovery centre aimed at:

- Cultivating awareness and appreciation of the natural world by offering dynamic educational and entertainment experiences for all ages
- Catalyzing partnerships that promote community development
- Creating nature-based therapy programs focused on improving youth mental health
- Creating jobs for underemployed citizens

The SSMI is achieving those goals by providing:

- A permanent exhibit showcasing live insects from all over the world with a “WOW” factor that appeals to residents and tourists of all ages
- On-site educational programs to schools, colleges, universities and community groups
- Out-reach educational programs in schools, senior facilities, nursing homes and community events
- Summer camps for youth in collaboration with local partners

4.1.5. Key contact for initiative

John Dedes, john.dedes@canada.ca; 705-253-5750 (home); 705-206-0772 (mobile)

4.1.6. Contributing partners

Canadian Bushplane Heritage Centre, Algoma University, Sault College, Algoma District School Board, SSM Innovation Centre, SSM Economic Development Corporation, NOHFC, Science North

4.1.7. References

Nicole Chiasson, Director of Education and Northern Programs, Science North
 Dan Ingram, Executive Director, Canadian Bushplane Heritage Centre
 Sarah Constable, Experiential Learning SAT, Algoma District School Board

Letters of support from the above individuals are attached: Science North Letter -Entomica Support.pdf, Entomica support letter_CBHC.doc, (letter from ADSB to be added)

4.2. Project information

4.2.1. Project description

The Sault Ste. Marie Insectarium is a tourist attraction and educational partnership envisioned and lead by John Dedes, internationally renowned Biologist and Supervisor of the Insect Production and Quarantine Laboratory at the Great Lakes Forestry Centre. It is a place where visitors discover the hidden and often misunderstood world of insects through live exhibits of insects from all over the world, with the aim of sparking a curiosity that leads to a passion for lifelong learning and discovery. Its success and popularity can be attributed to hands-on interactive experiences that are tailored to visitors of all ages and backgrounds. Our interactive displays and programs are unique in Canada and have received recognition at national (Best Program for Small Institution Award, Canadian Association of Science Centres, June 2016), provincial (Best New Science Festival in Ontario, Festival and Events Ontario, February 2017) and local (Innovation in Social Entrepreneurship Award, Sault Ste. Marie Innovation Centre, November 2016) levels. These and other achievements and proof of broad community engagement and benefits are documented in the attached synopsis.

During 2018, SSMI saw ~6000 visitors coming through its doors during Saturday and Wednesday markets, provided outreach programs and special events to ~9000 participants, and generated \$31,000 in revenues. We are already close to matching those numbers after only 6 months in 2019, showing that our products and services are in high demand and that we are well on our way in establishing ourselves as a viable corporation. A key development this year is securing a stable home at the Canadian Bushplane Heritage Centre (CBHC). A new 1300-square feet exhibit and laboratory space is under construction (concept design drawings are attached) for a move-in date later this summer. An operational agreement is under development to define details of our business relationship. The co-location is expected to greatly benefit both organizations by increasing tourist and public engagement in the longer-term but presents a serious financial challenge for SSMI in the short term. Although we managed to operate at break-even in the first half of 2019, we did not succeed in securing external funding and have no reserves to: (i) fund our move to the CBHC, including purchase of equipment and exhibits, (ii) staff positions required to meet increase in visitation hours from 10 h per week at Mill Market to 40 h per week at the CBHC, and (iii) advertise our presence at the new location.

Concept drawings attached: Site Plan Entomica.pdf, Elevation plan Entomica.pdf

4.2.2. Objectives

- (1) Secure one-time funding to facilitate the move of SSMI to our new home at the CBHC
- (2) Secure salary funding for the remainder of 2019 and the first half of 2020 to meet increased staffing demands resulting from the move.

4.2.3. Performance targets, methodology and timing

1. Complete the move of SSMI operations from Mill Market to new facility space at CBHC, which will include: (i) state-of-the art insect displays and exhibits (800 sq ft), (ii) an insect rearing laboratory that meets stringent Canadian Food Inspection Agency certification requirements (260 sq ft), (iii) office space for two full-time employees (140 sq ft), (iv) storage space (100 sq ft).

Target date: early Sept 2019. (9 week build schedule, starting week of June 24, 2019)

2. Secure full-time employment of Executive Director/Laboratory Manager and hire new Program Assistant and NOHFC Marketing and Promotion intern for year of transition. Target date: Aug. 1 2019.

3. Update signage to advertise our presence at the new location.

Target date: Dec. 1, 2019.

4.3. Costs and financing

4.3.1. Detailed project costs

1. Staffing

Full-time salary Executive Director, 40 h/week @\$25/h plus 18% MERCs = \$61,360

Full-time salary Program Assistant, 40 h/week @\$20/h plus 18% MERCs = \$49,088

NOHFC Intern, 40 h/week @ \$14/h, 90% funded, our share of 10% plus 18% MERCs on total salary = \$8,153

2. New exhibits

Purchase inventory from Ottawa Insectarium, which is closing. Inventory includes almost new display cabinets, state-of-the art exhibits, and front desk unit, sold below 50% of market value. Cost: \$10,000

Sales offering attached: Quote from Ottawa Insectarium.docx, Items for Sale from Ottawa Insectarium.pdf

3. Laboratory equipment

Freezerless 18 cu ft capacity refrigerator = \$1250

Chest freezer (10 cu ft) = \$600

Stainless steel shelving units for laboratory, 3 units 12 ft long with 3 shelves each = \$2400

Shelving units for storage space, 4 units 6 ft long with 5 shelves each = \$500

4. Promotion

New rigid face single sided LED lit sign box outside Bush Plane Museum entrance; advertising both the CBHC and Entomica (approx. size 14' long x 5' wide x 6" deep). Cost: \$7480 (quote attached). Half of this cost will be borne by the CBHC.

Single sided exterior banner (approx. 20' high x 5' wide) with Entomica name and logo to be placed on exterior of building. Cost: \$5380 (first option) or \$3980 (second option) (quote attached)

Two additional quotes for signage are being sought by the CBHC.

(Quote: CBHC Sign Estimate.pdf)

4.3.2. Financing arrangements and funding partners

Our historic funding partner has been Riversedge Developments, which invested \$120,000 during 2014-2017 to support our operations as a for-profit. Our primary funding partner today is the CBHC, which is building our new facility and offering occupancy at no cost, for the length of our agreement, which equates to an annual in-kind contribution of \$21,000 (which includes lease and all utilities). As well, the projected build cost for phase two of their total renovation is \$264,000 which includes upgrades, a new entrance to the museum, with ramp and stairs and the new enclosed Entomica facility with separate HVAC, humidity and heat requirement to meet the government regulations. The CBHC is responsible for contributing 9% of the total 1.15 million renovation costs from their operating budget to ensure support from the 3 levels of government within their funding application.

4.3.3. In-kind contributions

See 4.3.2.

4.3.4. Balance, Financial statement and cash flow projections

Statement of financial position (Notice to Reader) and Income statement (Profit and loss) for the 2018 fiscal year are attached.

(Files: 2018 Notice to Reader SSMI.pdf, 2018 Income Statement SSMI.pdf)

A summary of our 2019 income and expenses to date (June 30) is shown below. Our current cash balance is \$500.

Revenues and Expenses January 1 – June 30, 2019

Credits		Debits	
Balance January 1	27,600	Salaries	40,000
NOHFC grant	13,000	Rent	3,000
Revenues	23,500	Accountant	2,500
Total	64,100	Insect purchases	6,000
		Outreach expenses	4,000
		Exhibit maintenance	2,000
		Insect food	1,500
		Admin/office/IT	2,100
		HST	2,000
		Insurance	500
		Total	63,600
Balance July 1	500		

Below we present a budget for the second half of 2019, which includes the move to the CBHC, and the first six months in the next fiscal year. We did not project any increase in revenues over that period resulting from the move as we will need at least 6 months to establish ourselves at the new facility and there will be a time lag before benefits are realized. We consider this year a critical transition period and our ask from the Economic Development Fund for \$134,750 will give us the stability we need to do that successfully.

After the move into the museum, SSMI will continue to operate as an independent not-for-profit corporation under the name Entomica. Details of our business relationship will be defined in a 5-year renewable agreement that is currently being developed. Some of the operational details cannot be finalized until after one year of co-location when we will have a better appreciation for the effects of Entomica's presence on number of admissions, memberships, program attendance etc. During that transition year the CBHC is not increasing its admission fees and Entomica admissions will be captured under the general museum admissions. A key element of the agreement is that the CBHC is providing the newly built space free of rent and utilities costs, which will assist us in reaching financial stability. (SSMI paid \$18,000 in rent at Mill Market in 2018). A number of terms of the agreement (including

admissions) will be renegotiated after 1 year and will be reviewed on an annual basis throughout the 5-year term of the agreement.

A detailed business plan for long-term financial sustainability will be developed after the transition period. Our best projections currently indicate we will likely need some level of ongoing financial support for the City of SSM, possibly in the form of salary dollars, for one full-time position.

Budget for remainder of 2019 and first six months of 2020

	July 1 – Dec 31 2019	Jan 1 – June 30 2020
Debits		
Salaries		
Executive Director	30,680	30,680
Program Assistant	24,544	24,544
NOHFC intern	17,180	17,180
Canada Summer Job students	9,492	
Salaries total	81,896	72,704
Capital		
Laboratory equipment	4,750	
Banners and signs	8,000	
Display benches, exhibits etc	10,000	
Capital total	22,750	
Operating		
Insect orders	6,000	6,000
Insect colony maintenance	2,000	2,000
Exhibits maintenance	2,000	2,000
Accountant	700	2,500
Insurance	450	450
Outreach expenses	3,000	4,000
Office/admin/IT/misc.	5,000	5,000
HST		2,000
Operating total	19,150	23,950
TOTAL DEBITS	123,796	96,654
Credits		
NOHFC grant	13,104	13,104
CSJ grant	9,492	
Revenues	20,000	20,000
Fundraising	5,000	5,000
TOTAL CREDITS	47,596	38,104
EDF support requested	76,200	58,550

4.3.5. Demonstrated need for assistance

Our transition from a for-profit corporation (Entomica Inc.) to a not-for-profit charity (SSMI) is taking longer than the projected one year (2018). The EDF contribution in that year was crucial in allowing us to get established and to focus on program development and expansion to increase revenues. Increased revenues are being realized this fiscal year and have allowed us to operate on a break-even basis during the first half of 2019. Revenues were not enough, however, to accumulate a cash reserve. Our 2018 submission to the Ontario Trillium Foundation for 3 years of funding, which we were counting on as a key source of support during our transition to the CBHC, was rejected. Other

promising grants, for which we are eligible, such as the NSERC Science Promotion Grant, require an upfront cash contribution of up to 70%, which we cannot commit. Moreover, granting our charitable registration number by CRA is not expected until sometime in 2020 due to processing delays, which is restricting our grant options. Now that we are poised to make a huge leap forward towards financial sustainability by partnering with the CBHC, cash flow problems are coming to a critical head. We are struggling financially in the lead up to this move.

4.4. Economic benefits

4.4.1. Economic growth and diversification

SSMI is helping put SSM on the map as a destination worth visiting. By joining operations with SSM's primary tourist destination, the Canadian Bushplane Heritage Centre, SSMI is expected to enhance the appeal of the CBHC as a must-see attraction.

4.4.2. Projected job creation

Operation within the CBHC context will require staffing of two full-time positions. We expect to eventually generate sufficient revenue for our operating costs plus at least one full-time and some part-time positions. Spinoffs from our collaboration with the City of SSM, such as for the development of a butterfly house and butterfly gardens in Bellevue Park, may result in additional job creation.

4.4.3. Potential for tax assessment increase

CBHC pays city taxes which Entomica's presence would contribute to in the long term.

4.4.4. Other economic and community benefits

SSMI is poised to contribute to the quality of life in our community and promote tourism in ways additional to the benefits we have demonstrated to date (as detailed in 4.5.2.). Our vision goes beyond operating an Insectarium at the CBHC, and includes the establishment of (i) A butterfly house in Bellevue Park in partnership with the City of SSM, (ii) Youth mental health programs using insects as a way of reconnecting with nature, in partnership with Algoma Family Services, Public Health Unit and others, and (iii) First Nations programs focused on reconciliation and nature-based healing, (iv) collaboration with Tourism SSM to enhance tour train appeal.

4.5. Community benefits

4.5.1. How the project compliments other local initiatives

Our programs and exhibits will enhance the attraction and appeal of the CBHC as a community, educational and tourist destination. Public tours of our insect exhibits will be offered by our staff and volunteers to CBHC visitors, including clients from cruise ship tours and train tours. SSMI will continue to offer its educational outreach programs to local school boards and is now a part of the ADSB Experiential Learning Program. We will continue to be key contributor to the annual Sault Ste. Marie Science Festival, a Science North initiative, and to a diverse array of community events in SSM and surrounding area (see attached synopsis).

Attached file: Synopsis SSMI.docx

4.5.2. Impact on the community as a whole

The previous 5 years have shown, as detailed in the attached synopsis, that our programs and activities

- (1) are unique among all science centres in Canada
- (2) appeal to, inspire and engage our residents, from young to old
- (3) are in high demand by the general public
- (4) are in high demand by teachers to complement the science curriculum in a way that inspires students of all ages
- (5) are in demand in other communities throughout Algoma and beyond
- (6) are effective in reaching and touching exceptional students and youth with emotional or developmental disabilities
- (7) inspire, motivate and enable youth to volunteer and participate in innovative programs such as kids teaching seniors in our Science for Seniors program
- (8) create job opportunities for full-time staff (lab manager, program coordinator) and part-time staff (insect care)
- (9) offer a tourist attraction that is novel and unique, not only in SSM but elsewhere, due to the hands-on experience that is our hallmark.

Attached Documents:

1. MOU SSMI CBHC 2019.pdf
2. Science North Letter -Entomica Support.pdf
3. Entomica support letter_CBHC.doc
4. Support Letter from ADSB (to be added)
5. Site Plan Entomica.pdf
6. Elevation plan Entomica.pdf
7. Quote from Ottawa Insectarium.docx
8. Items for Sale from Ottawa Insectarium.pdf
9. CBHC Sign Estimate.pdf
10. 2018 Notice to Reader SSMI.pdf
11. 2018 Income Statement SSMI.pdf
12. Synopsis SSMI.docx



Tom Vair
Deputy CAO, Community Development & Enterprise Services
City of Sault Ste Marie
99 Foster Drive, Suite 200
Sault Ste Marie, ON P6A 6V8

Dear Tom,

The Sault Ste. Marie Bushplane Heritage Centre is pleased to provide a letter of support to Entomica, for their application to the Economic Development Fund

Entomica is well known for developing quality and engaging visitor experiences. We partnered with Entomica previously at the Science Fair, Science after Dark and Bushplane Days. The new exhibit space being designed by David Ellis Architects will be a truly spectacular space to expand programming and improve visitor experience for both Entomica and the Canadian Bushplane Heritage Experience.

The Bushplane Museum is open 362 days a year and has over 23,000 museum visits and an additional 17,000 event visitors. This will greatly enhance the visibility of Entomica and the tourism experience for all visitors to Sault Ste. Marie. The Bushplane is assuming all building costs and will be providing a free rent and utilities to Entomica as well as other potential revenue streams such as birthday parties, fundraising events and shared revenue from the gift shop, in an effort to help Entomica become a fully sustainable charitable organization.

The benefits of creating this partnership are plentiful – from job creation and sustainability, to driving additional tourism which in turn supports long-term sustainability of these Northern Ontario attractions. Working together means winning together, and ultimately fulfilling the goals of the EDF program.

Entomica has our full support of this initiative, and we would ask for a favorable decision with respect to EDF funding.

Sincerely,

Dan Ingram, Executive Director
Canadian Bushplane Heritage Centre
50 Pim Street,
Sault Ste Marie, ON, P6A 3G4
705-945-6242 ext. 201
director@bushplane.com



644 Albert Street East, Sault Ste. Marie Ontario, P6A 2K7, (705) 945-7111

June 26th, 2019

RE: Letter of Support for Entomica

To Whom It May Concern,

The Algoma District School Board (ADSB) is pleased to acknowledge the unique learning experience and programming that Entomica provides to our students. As the Leader of Experiential Learning, I'm very fortunate to work with a variety of community organizations in the Algoma District and over the last year, I facilitated ADSB student participation and engagement in the Entomica educational program. This year, after implementing a new educational learning module, Entomica visited over 20 schools in Sault Ste. Marie, Wawa, Hornpayne and Chapleau. Within these visits, over 2500 students in kindergarten to grade 8 were actively engaged in an authentic experiential learning opportunity related to the Ontario Science Curriculum.

The Entomica staff are committed to providing students with an exceptional experiential learning opportunity, which allows students to interact with living organisms in an inquiry-based model of learning. For the purpose of this letter, it is worth highlighting that the Entomica staff go above and beyond to ensure that their program is inclusive to all students and encourages risk taking, creativity, innovation and an open mindset. Throughout their visit, students are fully engaged in a hands-on learning that inspires new ideas and a positive mindset.

It is our hope that you will support Entomica so that this amazing program is sustainable, can continue to evolve, and will continue to engage students, families and visitors to our community. With it's potential new site at the Bushplane Museum, Entomica can continue to serve as a unique and educational destination for students and their families.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'Sarah Constable', is written over a horizontal line.

Sarah Constable
Leader of Experiential Learning
Algoma District School Board
constas@adsb.on.ca
(705) 945-7111 (ext. 10207)





June 25, 2019

To the Sault Ste. Marie Economic Development Team,

Science North is pleased to provide a letter in support of Entomica's request for immediate Economic Development Fund support and for long term annual funding to continue growing their programs and reach of their audiences.

Science North formed a partnership with Entomica stemming from the Sault Ste. Marie Science Festival launched in 2015. Through this science festival, Entomica developed a Science for Seniors program sharing their love and knowledge of insects through live insect displays presented at several Sault Ste. Marie community seniors residences throughout the festival. Entomica also delivered significant programming to families and school students at festival events through ARTIE, adult nights and at the Science Carnival.

In 2018, Science North partnered with Entomica to deliver live insect educational programs at all three of the Northern Ontario Science Festivals led by Science North in Thunder Bay, Sault Ste. Marie and North Bay. These unique live insect experiences led by a passionate and knowledgeable staff increased the reach of older adult audiences, students and families at the Science Carnivals at all three festivals. The hands-on delivery of the live insect displays and butterfly workshops are fun, informative and immersive. The knowledge and passion presented by the Entomica staff through all of these community events is a testament to their valued expertise and abilities to engage people of all ages in a topic that is relevant to all.

In 2016, the Canadian Association of Science Centres awarded Entomica with the Cascade Award in the category of 'Best Program for a Small Science Institution' in Canada. This national award recognized the dedication and commitment to high quality programming as well as the inclusion of volunteerism at the core of Entomica's commitment to science education. In addition, this Association also awarded John Dedes, Entomica's CEO, the Cascade award for Outstanding Leadership. John's passion for these insects captures the attention and one cannot help but want to know more. John is an incredible science communicator and his ability to reach people of all ages has a strong impact on people's understanding of the importance of insects in the world. Under John's leadership, Entomica has grown to reach students and adults both in Sault Ste. Marie and several other locations in Northern and Southern Ontario.

Entomica provides a unique experience for all those who visit their exhibits. The staff and volunteers provide a unique and unforgettable experience and will likely inspire young people to consider careers in the sciences or create a strong respect for diversity and the world around them. I cannot think of a better organization, a great and incredibly unique attraction more deserving of long term annual funding so they can focus on delivering great experiences and inspiring generations to come.

Please feel free to reach me if you would like additional comments or have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Nicole Chiasson". The signature is written in a cursive, flowing style.

Nicole Chiasson
Director of Education and Northern Programs



THE ONTARIO FINNISH RESTHOME ASSOCIATION

725 North Street
Sault Ste. Marie
Ontario P6B 5Z3
Tel: (705) 945-9987
Fax: (705) 945-1217

June 27, 2019

Office of the Mayor
Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, ON
P6A 5N1

Dear Mayor Provenzano and City Councilors:

It is my pleasure to write a letter of support for **Entomica** to receive EDS funding, and potential long term funding, to involve seniors in hands-on science. Through the annual Sault Ste. Marie Science Festival, Entomica has visited The Ontario Finnish Resthome Association, as well as all other LTC and assisted living homes in our city, with its live vivariums for the past 5 years and has engaged seniors in a way I have never before seen. It is so wonderful that this event is held in our facility because it made it possible for all of our residents, from all four of our buildings, to participate. Our seniors still talk about this experience to this day, and look forward to next year.

The Entomica staff and volunteers encouraged the seniors to observe, touch, and then hold the large exotic insects and told them about where they live, what they eat, and why they are important to the ecosystems. I was amazed at how long the seniors stayed at the event and even more at their participation. Individuals were engaging with each other and taking photos of themselves holding the insects, to show their children and grandchildren. At the end of several events, John Dedes, CEO of Entomica, presented us with three butterfly-rearing kits, so that seniors could watch the metamorphosis from caterpillars to butterfly over the weeks following the event. It was wonderful to continue this experience on our own and then to celebrate again by releasing the Painted Lady butterflies in our own backyard.

This program has had tremendous success and impact, and I fully support Entomica's proposal to keep this experience occurring for all seniors on a long-term basis in Sault Ste. Marie and other Northern Ontario communities, such as North Bay, Thunder Bay, and even Iroquois Falls. It is a VERY unique program like none other in all of Canada and it is something our City should be extremely proud of. I truly hope they will be approved for the EDS funding they request because this program is a valuable experience to young and old alike.

Sincerely,

Paul Belair
Chief Executive Officer
(705) 945-9987 Ext. 238
pbelair@theofra.org

July 2, 2019

Entomica
C/O John Dedes
35 Canal Drive
Sault Ste. Marie, ON
P6A 5P4

Dear Mr. Dedes;

I am pleased to offer this letter of support for Entomica's application to the Economic Development Fund program. Sault College has had the opportunity working with Entomica as a partner in our Summer Camp programming for the past three summers. Without Entomica's partnership, the Junior Scientist summer camp at Sault College would not be the success it is today. Each year the program has grown and we anticipate it to continue to grow.

I believe the success of this program is due to having summer camp counsellors who are part of Entomica's team. The counsellors are well skilled and knowledgeable in the science field – they are able to engage with the campers and build their excitement!

The other component of this program that leads to its success is our partnership within the community. The campers in Junior Scientist spend three days at Sault College doing science experiments, nature walks and activities. They also get to spend a full day at Entomica which includes an opportunity to learn about the insects at the facility as well as to explore the landscape and living things of Whitefish Island. The other day of their week at Junior Scientist is spent at the Bushplane Heritage Museum where students get to utilize the facility.

We enjoy having the opportunity to offer the Junior Scientist summer camp to our local community and we look forward to continuing to work with Entomica on this program. If their application to the Economic Development Fund is successful, we can anticipate growth with the Junior Scientist program.

Sincerely,

Lori Crosson
Director, E-Learning and Continuing Education
Lori.Crosson@saultcollege.ca
705-759-2554 ext. 2442



September 5th, 2019

To Whom It May Concern:

It is my pleasure to write a letter in support of Entomica's application to the Economic Development Fund. Entomica is the perfect example of a unique feature of Sault Ste. Marie. A not-for-profit since 2017, Entomica spins-off from world-class expertise present at the Great Lakes Forestry Centre (a.k.a. 'The Bug Lab'). It showcases some of the most amazing insects from around the world; a group of organisms under immense pressure as a result of human activities but absolutely essential to the ecological functioning of the world's ecosystems.

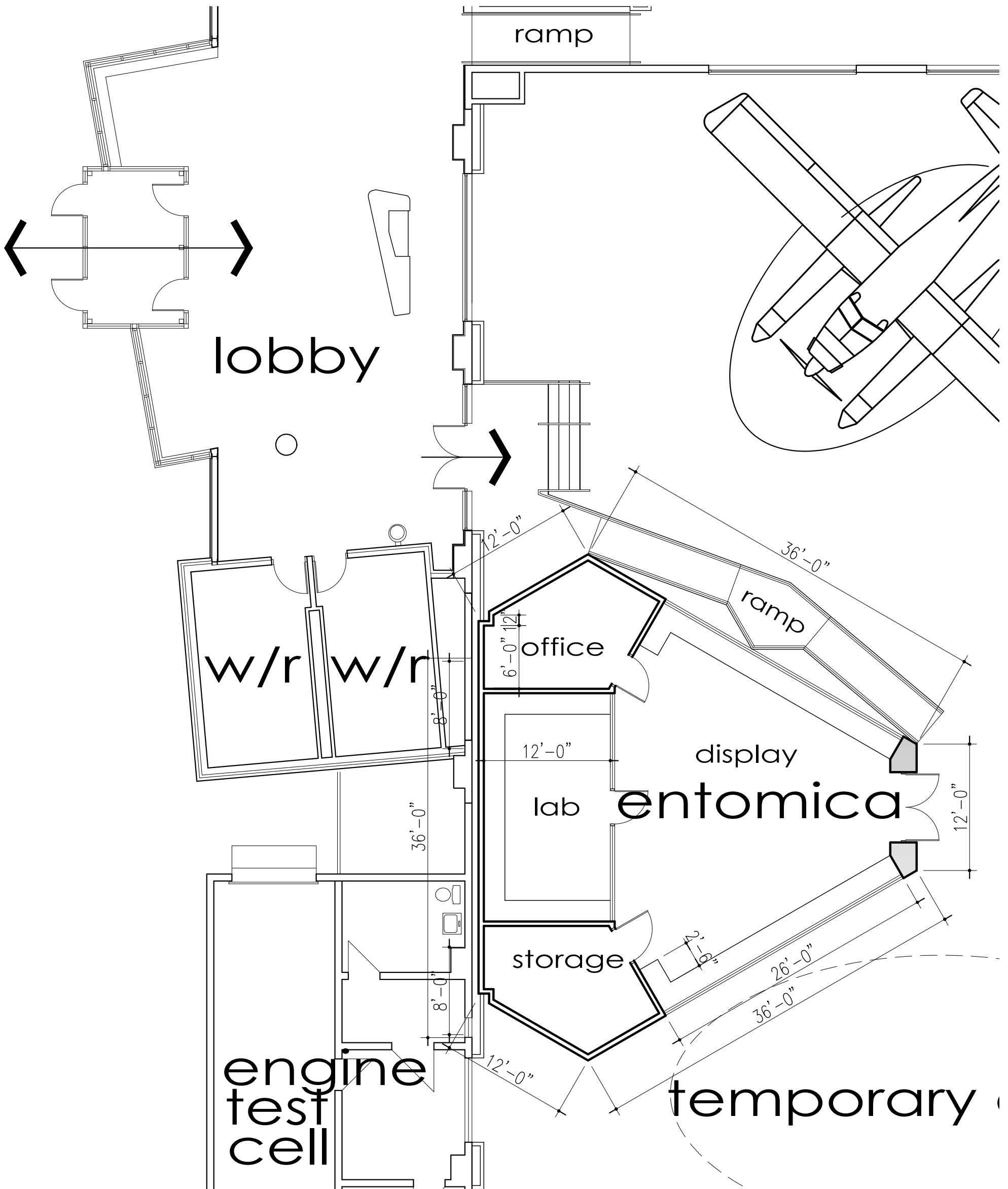
Insects are cool and the number of visitors Entomica consistently attracts, week after week, is a clear testament to this fact and of Entomica's potential and viability. However, while Sault Ste. Marie is proud of the world-class research on insects taking place at their doorstep, meaning that "bugs" have an established reputation in our city, as a community, we are yet to fully realize this potential in terms of outreach and make our city truly stand out. By supporting Entomica's funding application we create an opportunity for our residents and those who visit us to gain tremendous knowledge and appreciation of nature. But perhaps more importantly, we create an opportunity to show that our community stands for knowledge, culture and the protection of nature. Indeed, Entomica demonstrably fills an important gap in the cultural activity of the city and beyond.

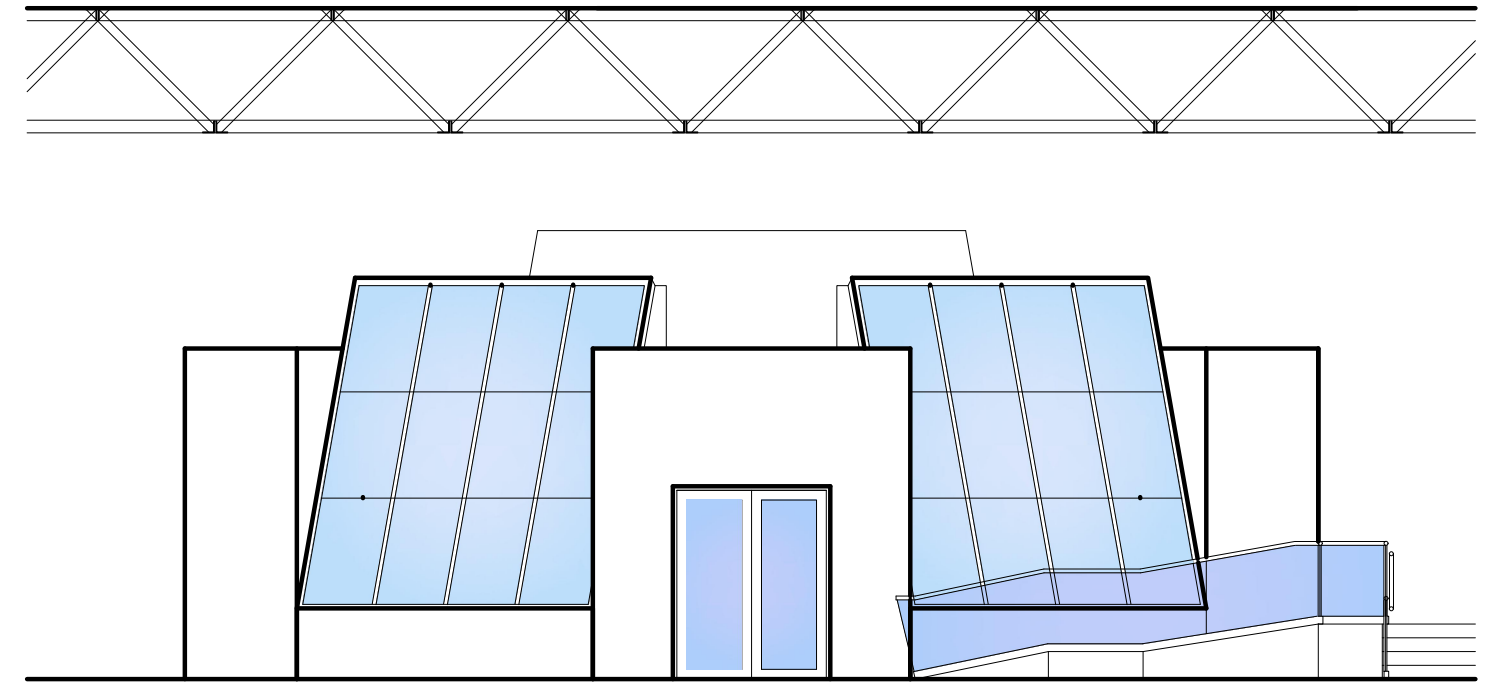
Sault Ste. Marie is fortunate to have several post-secondary academic institutions, major research centers and innovative private sector industries. The opportunities for Entomica to leverage partnerships among institutions in the education, research and innovation sectors is yet another key aspect to take into consideration as you consider supporting Entomica. There is certainly much potential to be realized in this area. Network projects among partners locally, provincially, nationally and internationally, while elevating the reputation and value of our city, can contribute to new areas of economic development and to attract new residents.

For all the reasons mentioned above, there is no doubt in my mind that giving the additional financial support Entomica requires to establish a permanent exhibit is one of the best investments this community can make as it will collect a wide array of dividends for generations to come.

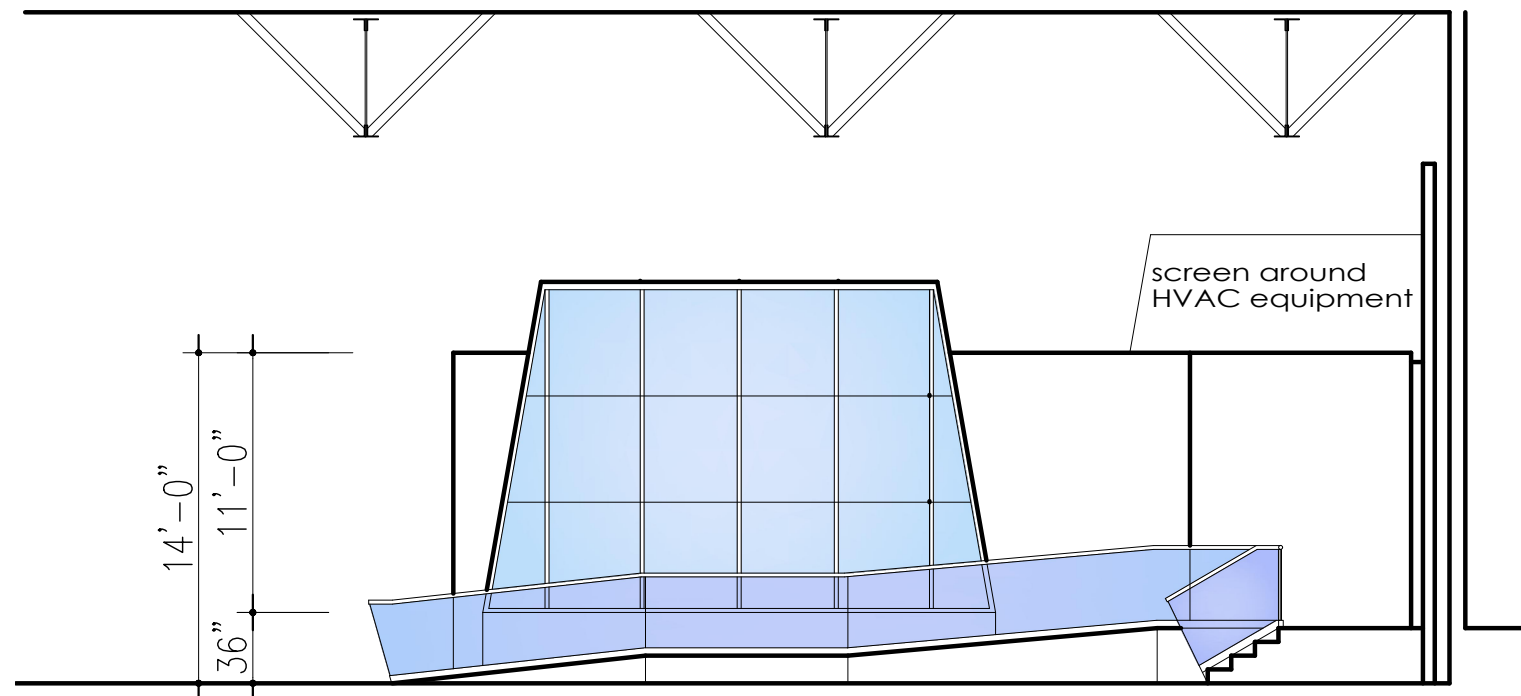
Sincerely,

Pedro M. Antunes, Ph.D.
Professor, Executive Research Lead and Canada Research Chair (Tier II)
Algoma University
Tel: (705) 949-2301 ext. 4379
E. mail – pedro.antunes@algomau.ca

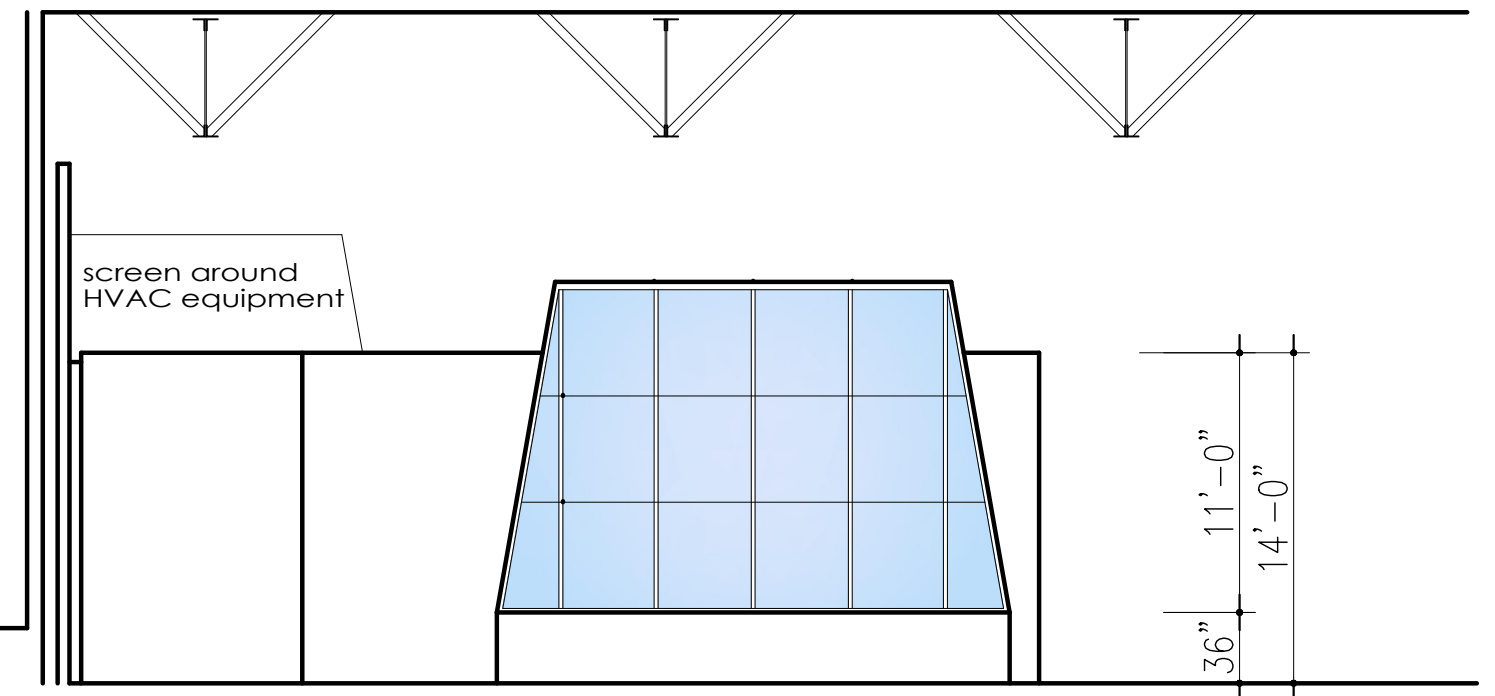




east elevation



north elevation
alternate 2



south elevation



JOE RUSCIO
PROFESSIONAL CORPORATION

225 West Northern Road
Sault Ste. Marie, ON P6B 4Z3
P: 705-649-1221 / F: 705-649-1225
www.jrs.ca

NOTICE TO READER

**SAULT STE. MARIE INSECTARIUM
FINANCIAL STATEMENTS
(Unaudited - see Notice to Reader)**

YEAR ENDED DECEMBER 31, 2018

On the basis of information provided to me by management, I have reviewed the statements of financial position of Sault Ste. Marie Insectarium and the statements of operations and net assets for the year ended December 31, 2018.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I cannot express an assurance thereon.

Readers are cautioned that:

NOTICE TO READER	1
FINANCIAL STATEMENTS	
Statement of Financial Position	2
Statement of Operations and Net Assets	3

Chartered Professional Accountant
Professional Corporation

Authorized to practise public accounting by The Chartered Professional Accountants of Ontario

Sault Ste. Marie, Canada
April 2, 2019



NOTICE TO READER

On the basis of information provided by management, I have compiled the statement of financial position of Sault Ste. Marie Insectarium as at December 31, 2018 and the statements of operations and changes in net assets for the year then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Chartered Professional Accountant
Professional Corporation
Authorized to practise public accounting by The Chartered Professional Accountants of Ontario

Sault Ste. Marie, Canada
April 2, 2019

SAULT STE. MARIE INSECTARIUM
STATEMENT OF FINANCIAL POSITION
(Unaudited - see Notice to Reader)

AS AT DECEMBER 31,	2018	2017
ASSETS		
CURRENT ASSETS		
Cash	\$ 27,573	\$ 4,661
Accounts receivable	1,100	-
	\$ 28,673	\$ 4,661
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	\$ 3,828	\$ -
Deferred revenue	17,000	-
	20,828	-
NET ASSETS		
Unrestricted net assets	7,845	4,661
	\$ 28,673	\$ 4,661

Note: The recognition, measurement, presentation and disclosure principles in these financial statements may not be in accordance with the requirements of any of the financial reporting frameworks in the CPA Canada Handbook - Accounting.

SAULT STE. MARIE INSECTARIUM
STATEMENT OF OPERATIONS AND NET ASSETS
(Unaudited - see Notice to Reader)

YEAR ENDED DECEMBER 31,	2018	2017
REVENUE	\$ 118,008	\$ 24,758
EXPENSES		
Wages and benefits	77,361	14,949
Professional fees	1,580	-
Insurance	882	504
Purchases and supplies	18,438	3,918
Rent	12,000	-
Repairs and maintenance	1,290	-
Telephone and utilities	442	-
Advertising and promotion	2,176	524
Interest and bank charges	334	202
Postage and delivery	321	-
	<u>114,824</u>	<u>20,097</u>
EXCESS OF REVENUE OVER EXPENSES	3,184	4,661
UNRESTRICTED NET ASSETS, BEGINNING OF YEAR	4,661	-
UNRESTRICTED NET ASSETS, END OF YEAR	\$ 7,845	\$ 4,661

Note: The recognition, measurement, presentation and disclosure principles in these financial statements may not be in accordance with the requirements of any of the financial reporting frameworks in the CPA Canada Handbook - Accounting.

NOTICE TO READER

FINANCIAL STATEMENTS

Statement of Financial Position

Statement of Operations and Net Assets

Sault Ste. Marie Insectarium
Profit & Loss
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
43400 · Grants	86,926.00
44800 · Events	17,996.31
45000 · Admissions	7,091.99
46400 · Annual passes	688.50
47200 · Donations	409.55
47300 · Fundraising	2,370.37
47400 · Merchandise	2,524.79
Total Income	118,007.51
Gross Profit	118,007.51
Expense	
54000 · Payroll Expenses	
54100 · Wages and Salaries	72,672.44
54200 · EI Expense	1,656.42
54300 · CPP Expense	2,880.50
54000 · Payroll Expenses - Other	151.25
Total 54000 · Payroll Expenses	77,360.61
60000 · Accounting	1,300.00
60100 · Legal	280.00
60200 · Rent	12,000.00
60300 · Insurance	881.57
60400 · Insect orders	13,246.11
60500 · Insect food	925.77
60600 · Exhibit Supplies	1,238.73
60700 · Outreach	2,150.54
60800 · Event Supplies	165.67
60900 · Office Supplies	1,017.07
61000 · Postage	320.92
61100 · Merchandise expense	1,594.34
61200 · Equipment Expense	1,290.46
61300 · Sponsor Appreciation	25.00
61700 · Phone	441.65
61800 · Volunteer Support	250.20
61900 · Bank fees	333.59
62000 · Cash short and Over	0.02
62100 · Contract Services	0.00
Total Expense	114,822.25
Net Ordinary Income	3,185.26
Other Income/Expense	
Other Expense	
99999 · Ask My Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	3,185.26

June 22, 2019

RE: Quotation for Sault Ste Marie Insectarium

Purchase of Display Units

Items available for purchase:

Beehive Display Cases (11 units)

Wall Mounted Display Cases (3 units)

5ft Stand-alone Metal Praying Mantis

Glass Vivariums with locks (13 units)

Total Cost: \$9230.00

Front Desk Display Case: \$700.00

Total purchase Cost: \$9930.00

Optional Purchases of Mounted Specimens: Minimum cost: \$1000.00

Maximum cost: \$5000.00

Total Cost with Purchase of Mounted Specimens: **\$10930.00-\$14930.00**

- **Shipping, Packing and Handling not included in quote**
- **Additional Wall Mounted Units available upon request**

Pictures of Items for Sale from Ottawa Insectarium



11 Beehive display cases (pictured in white)



Wall mounted display cases



13 glass vivariums for sale



5 ft stand-alone praying mantis



Front display desk



Additional display items for sale



Cultural entomology items (also available)



Cultural entomology items (also available)

The Sault Ste. Marie Insectarium

...Is an insect-focused science discovery centre aimed at:

- Cultivating awareness and appreciation of the natural world by offering dynamic educational and entertainment experiences for all ages
- Catalyzing partnerships that promote community development
- Creating nature-based therapy programs focused on improving youth mental health
- Creating jobs for underemployed citizens

...Is achieving those goals by providing:

- A permanent exhibit showcasing live insects from all over the world with a “WOW” factor that appeals to residents and tourists of all ages
- On-site educational programs to schools, colleges, universities and community groups
- Out-reach educational programs in schools, senior facilities, community events
- Summer camps for youth

...Our history to date:

- Hatched in 2012-2013 by local professionals in Entomology and Mental Health (Nature therapy), and community-development and business expertise of the Mill Square development project
- Incorporated as a for-profit corporation with shareholders in December 2013
- Opened a ~1000 square feet pilot Insectarium in Mill Market in June 2014
 - consisting of a Quarantine Rearing zone, a Display zone, and Visitor Reception zone
 - featuring a display inventory of spectacular exotic insects
 - with initial investment from Riversedge Developments
- Became in 2014 first science centre in Canada to receive permission from regulatory agency (CFIA) to take exotic insects out of Quarantine facility for community outreach
- Hired a full-time manager/curator and part-time staff
- Established cadre of committed and trained volunteers
- Developed Standard Operating Procedures for Insect colony care and an Employee and Volunteer Handbook
- Established a small Gift Shop to sell insect-focused merchandise including custom-made frame-mounted insects
- Established social media promotion mechanisms, including Facebook, Web site, Entomica newsletter, and a Bug-of-the-Week YouTube feature
- Accepted in 2015 as newest member of the Canadian Association of Science Centres
- Incorporated the not-for-profit Sault Ste. Marie Insectarium in January 2017
- Accepted an invitation to move into the Canadian Bushplane Heritage Centre in July 2019

...Our key achievements: programs

- *Public exhibits*
 - 2200 opening hours and ~ 9000 admissions from opening till end of 2016
 - 6000 admissions during 350 opening hours in 2018

- 4000 admissions during the first six months of 2019
- *Educational on-site tours*
 - June 2014: Pilot program for elementary schools: 16 classes, 8 schools
 - On average 25 class visits per school year 2014-16 school year: 38 classes
 - Annual tours and lectures for college and university students
- *Educational outreach programs in Sault Ste Marie*
 - 16 school visits in 2015 and 2016
 - reached 1800 students in 5 schools in 2018
 - reached 3300 students in 20 schools in the first half of 2019
- *Educational outreach programs in region*
 - Iroquois Falls, 3 primary schools, 19 classes, June 2016
 - Serpent River, Rockhaven school for exceptional children, March and November 2017, 2018
 - Blind River, primary school, March and November 2017, 2018
 - Primary schools in Hornpayne, Wawa, Blind River, Serpent River, Echo Bay, Elliot lake, Chapleau were visited in first half of 2019
- *Science for Seniors outreach programs*
 - 2015: 5 senior citizen centres, Sault Ste Marie
 - 2016: 8 senior citizen centres, Sault Ste Marie, Iroquois Falls
 - 2017: 5 senior citizen centres, Sault Ste. Marie
 - 2018: 10 senior citizen centres, Sault Ste. Marie, North Bay, Thessalon
 - 2019: 7 senior citizen centre, Sault Ste. Marie, Thunder Bay

...Our key achievements: events

- Bon Soo, February 2015; attendance: 250
- Science Carnival, 2015-2019, from 1500 to 2500 visitors
- Science Carnival in North Bay (2017, 2018) and Thunder Bay (2019)
- Inauguration of Canada Goose, Wawa, July 2017
- Annual participation in various community events: Seedy Saturday, Hub Trail day, Festival of Trees, Passport for Unity, Green Expo, ARTE, Science Festival
- Fundraising services annually for ARCH (Bucket List Ball) and United Way events at PUC, OLG, CFS, Sault College and OLG
- Hosted visits by First Nations summer camps in 2018

...Our key achievements: recognition

- May 2015: hosted Blue Ant Media to film segments for Love Nature specialty channel
- May 2016: Accepted under CASC Reciprocal Membership Program. Entomica membership gives holders free access to 19 main science centres across Canada
- June 2016: Canadian Association of Science Centres Best Program for a Small Institution in Canada Award for Science for Seniors program
- June 2016: Canadian Association of Science Centres Making a Difference in Canada Award for CEO John Dedes
- October 2016: Social Entrepreneurship of the Year Award- Innovation Centre Awards- Regional (Algoma)

- March 2017: Best New Festival in Ontario- Festival and Events Ontario award for Sault Ste. Marie Science Festival - Entomica is only partner that participates in all 4 key Festival events
- March 2017: Selected to host a challenge for the Amazing Race Canada, filmed May 16 2017 and broad cast on national CTV with Canada-wide audience of millions of viewers in September 2017
- April 2017: Invited to be a marquee event, Royal Ontario Museum Earth Day weekend

...Our community partners

- Science North: partnering in delivering Science Festival and Seniors programs in Sault Ste. Marie, Thunder Bay, and North Bay
- Innovation Centre: ARTIE, Science Festival
- Canadian Bushplane Heritage Centre:
 - Annual participation in Family Day
 - Science for Seniors Program, Science Festival
 - Adult Night, Science Festival
 - Summer camps 2017
 - Canada150 events 2017
 - MOU for co-location 2018
 - Agreement for establishing permanent exhibit at CBHC in 2019
- Sault College:
 - Science Festival
 - 2017, 2018 Summer camps
- Algoma University
 - Science Festival

...Our revenues:

	06-12 2014	01-12 2015	01-12 2016	01-11 2017
Admissions	8000	9700	5400	3500
Schools/events	4000	12500	11700	15450
Merchandise	3600	4800	2700	2250
Other (grants)	3600	15000	4200	12825
Total	19400	42000	24000	34025

...Our vision Moving forward:

- Transition in 2017 from for-profit 'Entomica Inc' to not-for-profit 'Entomica, Sault Ste. Marie Insectarium'; establish Board of Directors for the NFP
- Formalize relationship (ownership, partnership, sponsorship) with Science North
- Establish permanent location for Insectarium associated with a community meeting space with room for growth and expansion
- Expand facility in the future to include:

- community meeting space (insect-themed indoor children's playground, carousel, coffee bar)
- greenhouse (production of insect food)
- 'butterfly house' for nocturnal insects
- butterfly/meditation garden
- facility to mass produce and sell butterflies for release at special events
- Expand outreach programs to schools and community events throughout Ontario
- Establish youth and adult mental health programs using insects as a way of reconnecting with nature, in partnership with Algoma Family Services, Public Health Unit and others.



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

RE:

PURPOSE

The purpose of this report is to provide City Council with the definition of “heavy equipment” applied by City staff in interpreting Zoning By-law 2005-150 further to the resolution passed by City Council on August 12th, 2019 which states:

Resolved that the request of Hugh MacDonald, counsel for the Water Tower Inn, for an interpretation of the definition of "heavy equipment" in zoning by-law 2005-150 be referred to staff for report back to Council.

BACKGROUND

While the scope of the request is a narrow one, meaning that staff is to provide the definition of “heavy equipment” per the City’s zoning by-law, Legal, Engineering Services and Planning feel it is important to provide some initial background regarding this question and how it has come about.

City Council is likely aware of a proposed development underway off Old Garden River Road. The Kal Tire retail shop abuts the Water Tower Inn to the south, and is on the property that once housed a fire station and ambulance centre. The proposed use of this land is retail and would be to sell, supply and change tires. A use that is consistent with the current zoning for the land, being C-4 (General Commercial Use) which permitted uses include Motor Vehicle Sales and Parts Dealers.

The below analysis provides information which supports the accurate meaning of the terminology being applied by City Staff.

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 2.

ANALYSIS

During the delegations comments to City Council, two questions arose:

- 1) How does the City define “heavy equipment” pursuant to its current Zoning By-law? and
- 2) Can a transport attend a C4 zone?

1) How does the City define “heavy equipment” pursuant to its current Zoning By-law?

Current By-law status:

Zoning By-law 2005-150 – does not define “heavy equipment”; however, it is specific in permitting uses in both Highway Zone “HZ” & Medium Industrial Zone “M2” for “Heavy Equipment Sales, Repair, and Maintenance”. “Heavy Equipment Sales, Repair, and Maintenance” is given the meaning per section 1.46 of Zoning By-law 2005-150 as: “Establishments primarily engaged in the selling, leasing, repairing, and maintenance of motorized heavy equipment”. Furthermore, permitted uses definitions are largely based upon the North American Industry Classification System (“NAICS”) 2002, which to not specifically define “heavy equipment”. The NAICS is designed to provide common definitions of the industrial structure of the three countries (Canada, United States, and Mexico) and a common statistical framework to facilitate the analysis of the three economies.

The zone that is subject to the request of this definition is General Commercial Zones “C4”. Related uses, without direct mention of Heavy Equipment include “Motor Vehicle Sales and Parts Dealers” and “Repair and Maintenance”. These included and permitted uses capture the proposed business to be conducted by Kal Tire.

Although having no authoritative weight, the introduction section of the C4 zoning, allow one to envision the intended uses and activities that the zone should encompass:

This zone permits a wide variety of commercial uses and is the most common of all commercial zones, this classification will permit mixed use buildings with commercial uses on the ground floor and dwelling units above.

Past special exemptions that capture “heavy equipment” were reviewed and it was noted that no special consideration was given to the word. One report from 1989, wherein the owner sought an exemption to repair heavy equipment in a Rural Area (RA) lists the different equipment to be repaired noting “the repair of heavy equipment, payloaders, graders, tractors, trucks, etc.”, but does not define “heavy equipment”.

A review of other municipal zoning by-laws reveals:

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 3.

Sudbury, mentions “heavy equipment” but does not specifically define the same. Sudbury’s zoning by-law sets out under its permitted use of Heavy Equipment:

152.	Heavy Equipment Sales And Rental (By-law 2012-67Z) (By-law 2018-40Z)	A <i>building, structure or lot</i> , or part thereof, where <i>commercial vehicles</i> , heavy machinery and equipment, are offered or kept for sale, rent, or lease or hire under agreement for compensation and may include the servicing and repairing of <i>commercial vehicles</i> and heavy machinery and equipment and the sale of replacement parts, but shall not include any other establishment defined or classified in this By-law.
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*Although in italic, we could not locate a specific definition for commercial vehicle.

Windsor also mentions heavy equipment and does not define heavy equipment, but sets out under its description of “Retail Store:

means premises used for the lease, rental or retail sale of goods and may also include a bake shop, convenience store, food convenience store, grocery store, pawnshop, pet shop, or pharmacy. It does not include the processing, manufacture or assembly of a good or the sale of a bus, construction equipment, farm tractor, equipment or implement, motor vehicle, truck or vehicle of the tractor trailer or semi-trailer type, or other heavy equipment. An automobile sales lot or motor vehicle dealership is not a retail store. [Our emphasis added].

The above allows us to draw inference that Windsor would define heavy equipment as the items mentioned prior to the use of “or other”.

North Bay and Timmins make no mention to the word in there respective zoning by-laws.

Thunder Bay’s zoning by-law makes reference to “heavy equipment’ and defines it as: “means a “road building machine” as defined in the *Highway Traffic Act*, farm equipment, motorized construction equipment, or any similar machinery. This definition is further supported by the plain and ordinary meaning of “heavy equipment” as set out below.

Plain and ordinary meaning of “Heavy Equipment”:

No special definition of “heavy equipment” is set out within the City by-laws, therefore in turning our attention to the plain and regular meaning of the words, as the appropriate legal test to be applied, we turn our attention to the dictionary.

“heavy equipment” is defined as: *Bulldozers and other equipment used to excavate roads and tunnels.*

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 4.

“Equipment” is defined as: *the set of necessary tools, clothing, etc. for a particular purpose.*

“Truck” is defines as: *a large road vehicle that is used for transporting large amounts of goods.*ⁱ

Further, the Government of Canada recognizes Heavy Equipment Operators as operating:

heavy equipment used in the construction and maintenance of roads, bridges, airports, gas and oil pipelines, tunnels, buildings and other structures; in surface mining and quarry activities; and in material handling work. They are employed by construction companies, heavy equipment contractors, public works departments and pipeline, logging, cargo-handling and other companies.

Under the *Trades Qualification and Apprenticeship Act*, R.S.O. 1990, c. T.17, Heavy Equipment Operators are categorized under:

- Heavy Equipment Operator – Tractor Loader Backhoe
- Heavy Equipment Operator – Excavator and
- Heavy Equipment Operator – Dozer;

Under the Red Seal Program – they have the same three designations (and define the types of equipment they are on).

Under the Government of Canada’s National Occupational Classification (or NOC) they define Heavy Equipment operators and give examples of the machinery that they would work on and they include: Backhoe, bulldozer, excavator, gradall, grader, side boom tractor and surface mine equipment.

The above defines how the industry that uses the equipment defines “heavy equipment”.

Case Law

One case from the Ontario Superior Court of Justice references “heavy equipment” as including excavators, a backhoe and bulldozersⁱⁱ. In this decision, the Town of Whitchurch-Stouffville sought an Order to restrain the continued violation of its zoning by-law given the Town’s interpretation of the land use and required indoor storage. Ultimately, the requested Order was dismissed and an award in favor of the company for loss profit granted, as in this case the company was properly using the land. Important to the question at hand is: 1) the company and Township both accepted the above meaning of heavy equipment; and 2) that no mention of dump trucks attending the property regularly was captured by the categorization of “heavy equipment”ⁱⁱⁱ.

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 5.

This case assists in that it is clear that “heavy equipment” is used to capture large road and construction equipment.

Is “heavy equipment” a “heavy truck” as set out in the City’s Traffic By-law?

In looking at other by-laws to narrow the meaning of “heavy equipment”, the City’s Traffic By-law 77-200 defines and regulates “heavy truck”. For the below reasons we would suggest that “heavy truck”, commonly known as a transport or commercial motor vehicle, is not applicable to the intended meaning of “heavy equipment”.

A “commercial motor vehicle” is distinguished from “heavy equipment” as “commercial motor vehicle” is defined within both the Zoning and Traffic By-law.

“Heavy Truck” pursuant to the City’s Traffic by-law means a commercial motor vehicle having a gross weight as licensed pursuant to *The Highway Traffic Act* in excess of 13 tonnes (28,000 pounds), but does not include an ambulance, a hearse, a casket wagon, a fire apparatus, a police vehicle or a motor bus; [Amended by By-law 2008-139] A commercial motor vehicle is further defined under the Zoning by-law as: “when it is titled or registered to a company, or used for commercial purposes”.

Further, the *Highway Traffic Act*, RSO 1990, c. H.8 defines “commercial motor vehicle” as: unless otherwise defined by regulation, means a motor vehicle having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a highway; (“véhicule utilitaire”). Furthermore, the *Highway Traffic Act* applies a definition of commercial motor vehicle pursuant to O.Reg 419/15 at section 3. This definition is similar to the one set out above and stipulated in the City’s Traffic by-law. In addition it sets out at paragraph 3(1)(e): a vehicle built on a truck chassis. This legislation and the regulations there under make no reference to “Heavy Equipment”, but does define “road building equipment” under Ontario Regulation 398/16. This is the definition provided in Thunder Bay’s Zoning By-law and speaks to the following classes of vehicles being prescribed as road-building machines:

1. Pavement spreaders, pavers, profilers and finishing machines.
2. Graders.
3. Rollers and compactors.
4. Bulldozers.
5. Scrapers.
6. Loaders.
7. Tracked and wheeled tractors, other than truck tractors, while equipped with any of the following attachments:
 - i. Mowers.
 - ii. Augers or drills.
 - iii. Compactors.

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 6.

- iv. Spraying equipment.
- v. Snow blowers or snow plows.
- vi. Buckets or shovels.
- 8. Rock trucks.
- 9. Off-road mobile cranes.
- 10. Off-road excavators.
- 11. Low-speed street sweepers.

The *Highway Traffic Act* and Ministry of Transportation both recognize “commercial motor vehicles” and “road building equipment” as distinct equipment. On July 1, 2017 certain “road building equipment” was categorized as “commercial motor vehicles”. The reason for the change was that if “road building equipment” was built on a truck chassis it would require registration, insurance, and other regular inspections. This suggests that a vehicle built upon a truck chassis is not “heavy equipment” in the eyes of the road authorities.

A commercial motor vehicle or heavy truck can be further distinguished by way of reviewing classifications, such as the “AutoTrader”. Two categories exist in reviewing the same:

- 1) commercial vehicles, which include – transports, bus; and,
- 2) heavy equipment, which include machines used to move dirt primarily.

Furthermore, the Transport Training Center of Canada offers separate and distinct training for transport operators and heavy equipment operators. A below definition set out by the Government of Canada further supports this position. These observations create a further distinction between the term “transport” and “heavy equipment”.

We conclude that the intention in drafting the *Highway Traffic Act* was to distinguish between vehicles commonly found on highways and those that are not. This distinction, in addition to “Heavy equipment” not being defined in either the City’s Zoning by-law or Traffic by-law, allow us to recommend that the regular meaning of “Heavy Equipment” set out in this Report is the appropriate definition of “heavy equipment” and that drawing in a transport truck or heavy truck broadens the definition too much.

Various forms of heavy equipment exist; however, the strict distinction between a transport truck and heavy equipment is well established. In addition, we would suggest that a vehicle having a truck like frame and being licensed under the *Highway Traffic Act* is not “heavy equipment”.

2) Can a Commercial motor vehicle attend a C4 zone?

The below exception would allow a transport to attend a C4 zone for service or repair. Also, the supporting delivery vehicles carrying products to a C4. This exemption is applicable to all zones and is what allows a transport to attend its desired location.

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 7.

Traffic By-law 70-200:

42. (1) The driver of a truck with a destination within the Core Area, the Core Area, being shown as the shaded area on the map attached as Schedule “N-1” to this by-law, must reach his or her destination by departing a Class “A” truck route at a point closest to his or her destination within the Core Area. [Amended by By-law 2008-139]

(2) The driver of a truck that is within the Core Area and whose destination is outside the Core Area, must follow the most direct and practicable route to the nearest truck route. [Amended by By law 2008-139]

...

44. Where the driver of a truck is travelling in accordance with section 42, the following shall not be deemed to be operating a heavy truck in contravention of section 41: [Amended by By-law 2008-157] NOTE: Prior to By-law 2008-139 this section was known as 42(b).

(a) **Persons delivering or collecting goods or merchandise to or from, or providing services at the premises of bona fide customers,** [Amended by By-law 2008-139]

(b) Persons going to or from business premises of the owner of the heavy truck concerned, [Amended by By-law 2008-139]

(c) **Persons going to or from premises for the servicing or repairing of the heavy truck,** [Amended by By-law 2008-139]

The above section of the Traffic By-law would suggest that although not deemed a truck route, exemptions exist in order to allow access to properties for the purposes of servicing, repairs or delivery by a heavy truck. Therefore, the property in question is accessible to transports and is not a violation of the City’s Heavy Truck Route schedule.

Summary of the above analysis:

“Heavy equipment” is not defined within the City’s by-laws. This requires the plain meaning of the words to be applied. Our research suggests that “heavy equipment” is best defined as machinery used in the process of building roads, tunnels and construction and not regularly permitted to operate on the highway. “Heavy equipment” is clearly not a commercial motor vehicle commonly known as a transport or other vehicles that are licenced to operate on a highway, but is what is commonly known as construction type equipment, being excavators, backhoes, and bulldozers, to name a few.

Definition of “Heavy Equipment” as per Zoning By-Law 2005-150

2019 09 09

Page 8.

FINANCIAL IMPLICATIONS

Not applicable. All negotiations completed by staff.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated 2019 09 09 concerning Definition of Heavy Equipment as per zoning by-law 2005-150 be received as information.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/tj

FILE # P1.29 \\citydata\LegalDept\Legal\Staff\COUNCIL\REPORTS\2019\ Definition of “Heavy Equipment” as per Zoning By-Law 2005-150.docx

ⁱ Cambridge Dictionary.

ⁱⁱ Whitchurch-Stouffville (Town) v. Bolender, 2018 ONSC 2621 para 29, 54 and 75.

ⁱⁱⁱ Ibid, para 12 and 23.



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Steve Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-11-19-Z 412 Second Line West and 236 Prentice Avenue –
Pasquale Lento - Deferral Request

PURPOSE

The Applicant is seeking to rezone the subject properties to permit the construction of a 6-unit, single-storey townhouse building.

BACKGROUND

The Applicant, Pasquale Lento, is requesting to rezone the subject properties from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3), to permit a Multiple Attached Dwelling.

Subject Properties

- Location: 412 Second Line West and 236 Prentice Avenue
- Lot Dimension: L-shaped lot with approximately 23.5 metres of frontage along Second Line West and 28 metres of frontage along Prentice Avenue
- Lot Size/Total Area: 2,751 m² (0.68 acres)
- Present Use: vacant
- Owner: Pasquale Lento
- Site Plan Control (SPC): following approval of this application, properties will be subject to SPC

ANALYSIS

This application was first heard by City Council at its July 15th, 2019 meeting. At that time, staff's recommendation included as a condition of approval, that the 6-unit townhouse development be divided into two – 3-unit buildings. The application was then postponed to the August 12th meeting, to allow further discussions between the applicant and Planning staff.

The matter was brought back to Council on August 12th, 2019. At the meeting, family members of the applicant spoke, and requested a postponement in order for the applicant to further review the possibility of two buildings, and to conduct a cost analysis of this approach.

The application was again postponed to the September 9th, 2019 meeting. In discussions with the applicant, alternative designs and associated costs are still being investigated. As such, an additional postponement to the October 7th, 2019 meeting is recommended.

Should the proposal significantly change from the original, new notice of the application will be required. As well, it will be recommended that an additional neighbourhood open house be hosted for residents to view the proposed changes.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the goals or priorities of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated 2019 09 09, concerning application A-11-19-Z be received, and that the application be postponed to the October 7th, 2019 Council meeting.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Steve Turco', is positioned above the printed name.

Steve Turco, RPP
Senior Planner
705.759.5279



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-14-19-Z 25 Drive In Road

PURPOSE

The applicant is seeking to rezone the subject property to permit retail trade as an additional permitted use.

PROPOSED CHANGE

The applicant, Clint Burdeniuk, is requesting to rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit retail trade as an additional permitted use.

SUBJECT PROPERTY

- Location – 25 Drive In Road.
- Lot Dimensions – approximately 76 metres of frontage along Drive In Road and 44 metres along Great Northern Road, for a total lot size of 0.95 acres.
- Present Use – 972 square metre strip mall consisting of Subway, BDI Canada and a vacant unit.
- Owner – Palladium Investments Inc., Daisy Pizza Inc. and 2647274 Ont. Inc.

BACKGROUND

No previous planning applications have been filed for this property.

ANALYSIS

Neighbourhood Character

The subject property is located at the northwest corner of Great Northern Road and Drive In Road. The surrounding area is composed of industrial, commercial and institutional uses. Commercial uses are along Great Northern Road and abut the subject property to the north and south. To the west is an industrial park. To the east, across Great Northern Road, are institutional uses.

The abutting property to the north was rezoned in early 2019 from Highway Zone (HZ) to General Commercial (C4) to facilitate the development of a commercial strip plaza.

The Official Plan

The subject property is designated “Commercial” on Land Use Schedule “C” of the Official Plan, which permits retail trade. This proposed rezoning is in conformity with the Official Plan.

Zoning

The subject property is zoned Highway Zone (HZ). The intent of this zone is to permit select light industrial and commercial uses along Great Northern Road to serve travelers, to accommodate uses requiring large lots (e.g. car dealerships), and to allow uses that support commercial transportation businesses. The HZ zone intentionally restricts retail uses to prevent an oversupply of retail space. More recent analyses, including the Dillon’s Land Needs Analysis Report, project a growing demand for commercial and retail land in excess of current supply.

Great Northern Road is able to accommodate retail trade. As part of the Official Plan project, “Shape the Sault”, Great Northern Road has been identified as a destination where commercial growth will be directed to. Accommodating commercial land needs to already serviced areas represents a desired form of planning and also controls the degree of outward expansion of growth and services.

Parking

Parking standards for strip plazas are 4.5 spaces per 100 square metres; therefore, 44 parking spaces are required, of which 3 must be barrier free. The proposal complies with the parking standards.

Landscaping and Setbacks

The building is setback approximately 24 and 15 metres from the lot-line abutting Great Northern Road and Drive In Road respectively. An approximate 7.1 and 22 metre setback exists between the building and the north and west lot-line respectively. Setback requirements comply with the zoning by-law.

Both the front and exterior side yards meet the landscaping requirements.

Provincial Policies

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council’s decision to be consistent with the PPS. Accommodating a broader range of uses, such as commercial, in an already existing building within a serviced area of the city, further reinforces the following PPS policies:

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and

Land Use Patterns:

- *e) Promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*

1.3 Employment:

- *Providing for an appropriate mix and range of employment and institutional uses to meet long-term needs.*

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

COMMENTS

Public Open House

The applicant was given mailing labels of all property owners within 120 metres of the subject property and held a neighbourhood meeting on August 27, 2019 at 25 Drive In Road. Planning staff were the only ones in attendance.

Public Comments

At the time of writing this report, planning staff had received no comments from the public regarding this application.

Circulated Agencies

The following Departments/Agencies reviewed this application as part of the consultation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Public Works, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc., Building Division.
- Engineering Services notes that there is a sanitary easement along the east and south property lines.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant, Clint Burdeniuk, is requesting to rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit retail trade as an additional permitted use.

The proposal represents a development that is compatible with the surrounding neighbourhood and conforms to provincial policies and the Official Plan. The Great Northern Road corridor is an area of transition, which can accommodate the proposed use. No major concerns were raised by circulated agencies or the public.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 2019 09 09 concerning rezoning application A-14-19-Z be received, and that City Council approve the application and rezone the subject property from Highway Zone (HZ) to Highway Zone (HZ.S) with a special exception to permit retail trade as an additional permitted use.

Respectfully submitted,



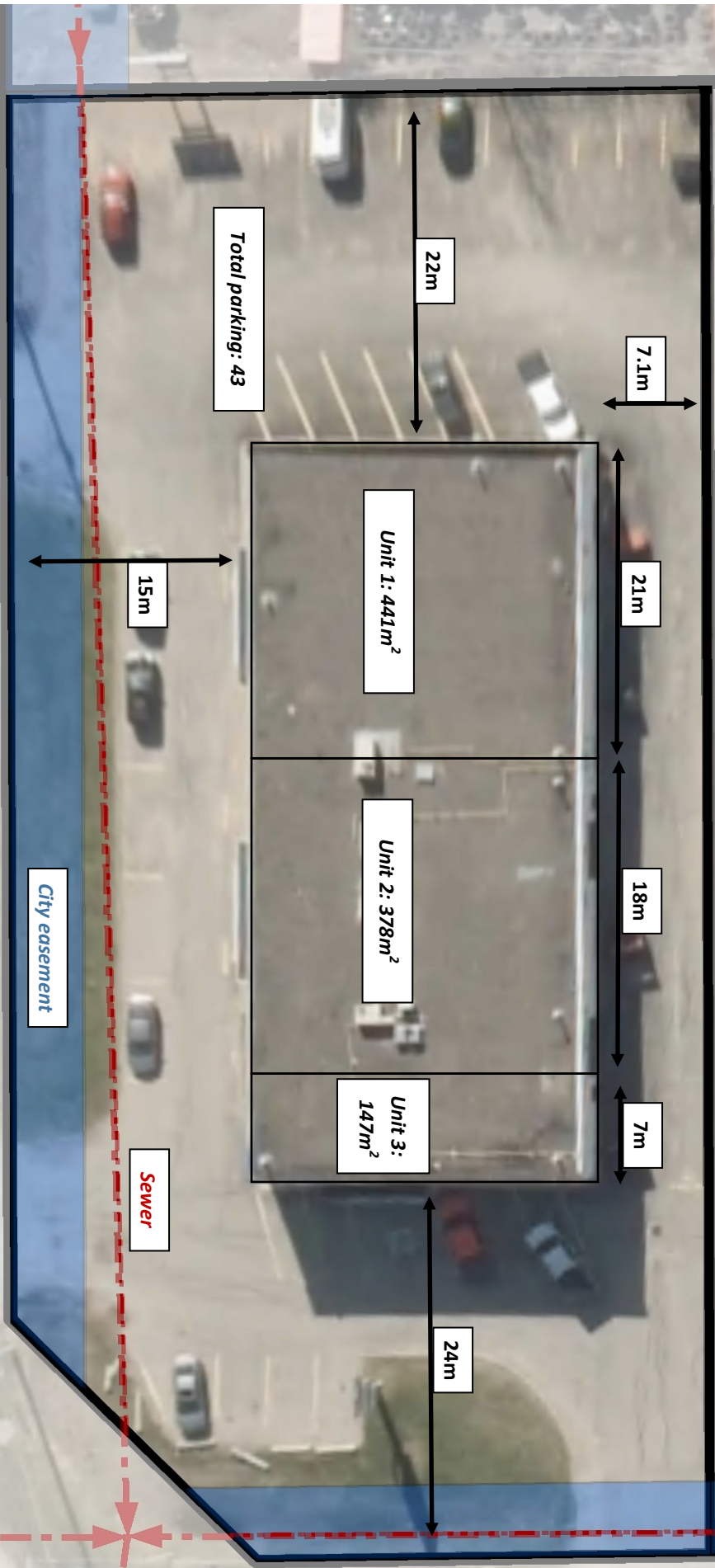
Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca

Drive In Road



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



**Public Works &
Engineering Services**

2019 08 14

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-14-19-Z
25 Drive In Road
Clint Burdeniuk

The Engineering Division has reviewed the above noted application and has no comments. We do, however, note that there is a sanitary easement along the east and south property lines.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "MMA", with a long, sweeping flourish extending to the right.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

MM
cc. Susan Hamilton Beach, Public Works
Don Elliott, Engineering



Subject Property

Lukenda Drive

Great Northern Road

Drive In Road

Killarney Road

Application Map Series
☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Legal Department Reference



SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

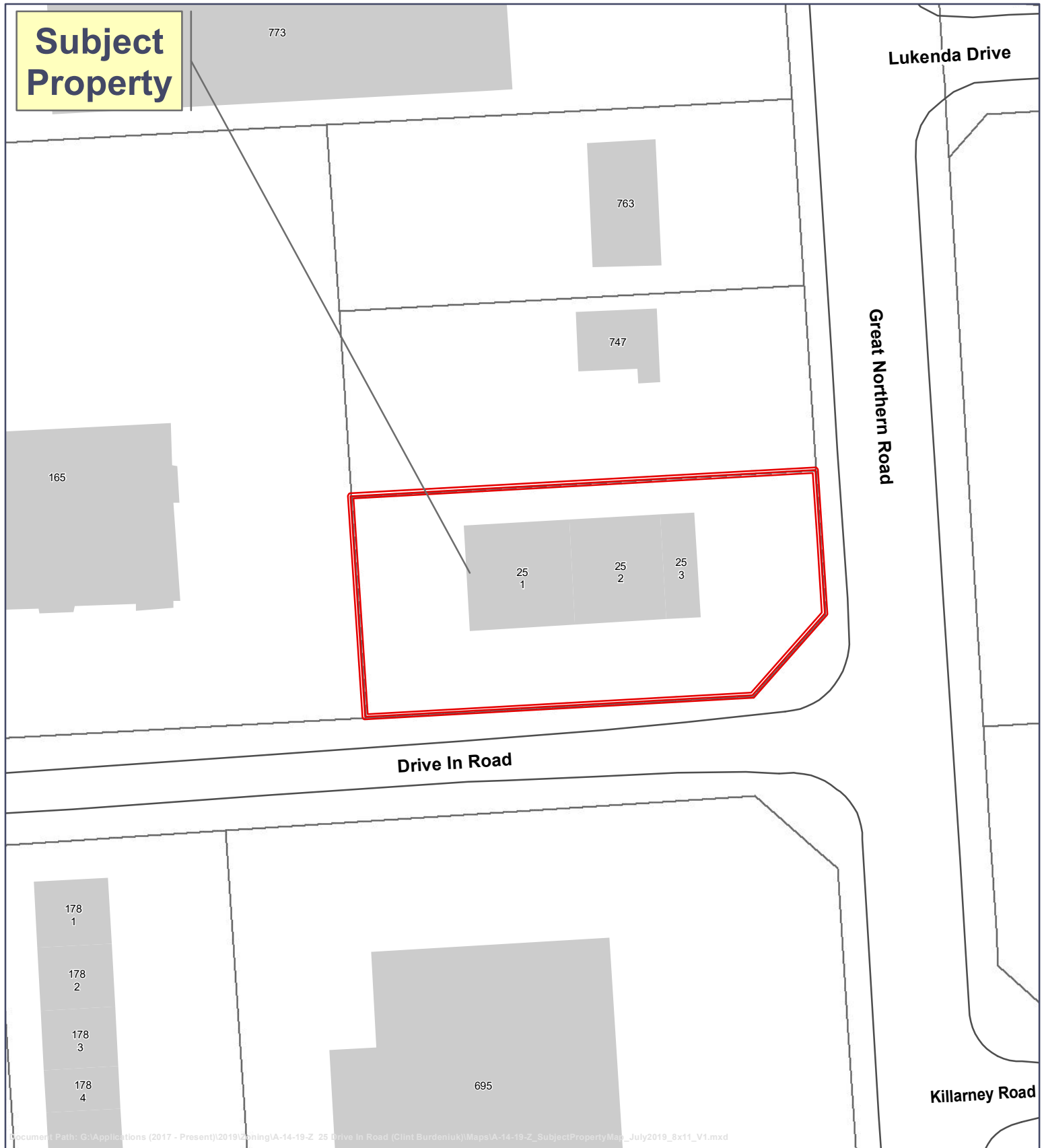
This map is for general reference only
 Orthophoto: 2016 20cm Colour
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983




Property Information
 Civic Address: 25 Drive In Road
 Roll No.: 030062043010000
 Map No.: 98/1-112
 Application No.: A-14-19-Z
 Date Created: July 30, 2019

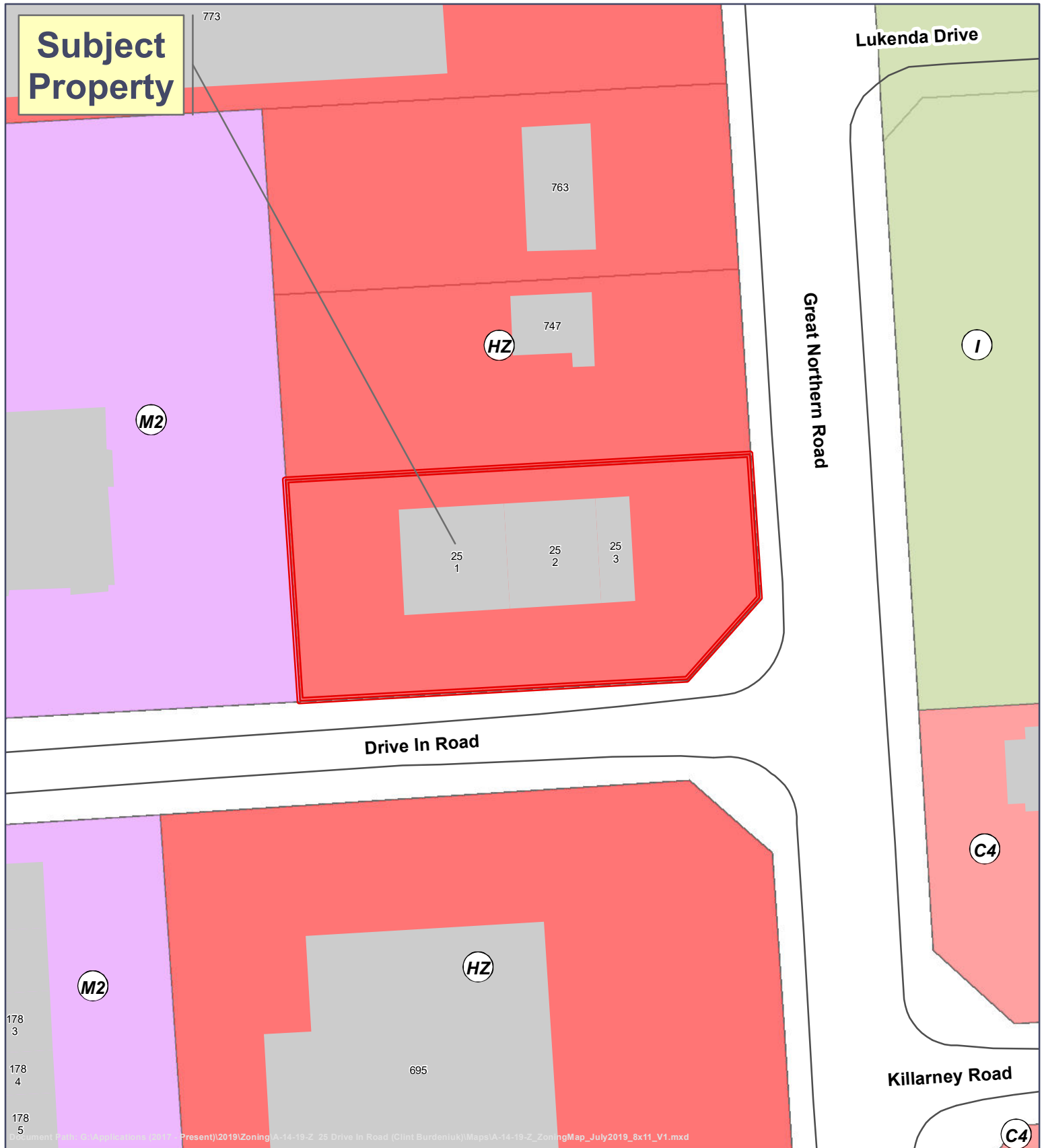
Legend
 Subject Property - 25 Drive In Road
 Parcel Fabric

Page 134 of 308



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-14-19-Z_25 Drive In Road (Clint Burdenluk)\Maps\A-14-19-Z_SubjectPropertyMap_July2019_8x11_V1.mxd

Application Map Series ☒ Subject Property ☐ Official Plan Landuse ☐ Existing Zoning ☐ Aerial Image ☐ Official Plan Amendment	Legal Department Reference	SAULT STE. MARIE Planning and Enterprise Services Community Development and Enterprise Services Department 99 Foster Drive, Sault Ste Marie, ON P6A 5X6 saultstemarie.ca 705-759-5368 planning@cityssm.on.ca <i>This map is for general reference only</i> Orthophoto: None Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 0 5 10 20 Meters 1:1,000
Property Information Civic Address: 25 Drive In Road Roll No.: 030062043010000 Map No.: 98/1-112 Application No.: A-14-19-Z Date Created: July 30, 2019	Legend Subject Property - 25 Drive In Road Parcel Fabric Page 135 of 308	



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☒ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 25 Drive In Road
Roll No.: 030062043010000
Map No.: 98/1-112
Application No.: A-14-19-Z
Date Created: July 30, 2019

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock

☐ Parcel Fabric
☐ Road

SAULT STE. MARIE

Planning and Enterprise Services

Community Development and Enterprise
 Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters

1:1,000

N

Page 136 of 308



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

COUNCIL REPORT

September 9, 2019

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jonathan Kircal, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-15-19-Z 1187 Great Northern Road

PURPOSE

The applicant is seeking to rezone the subject property to permit an electrical contractors/electrician's shop.

PROPOSED CHANGE

The applicant, Tombari Electric Limited, is requesting to rezone the subject property from Highway Zone with a special exception (HZ.S372) to Highway Zone with an amended special exception (HZ.S372) to permit an electrical contractors/electrician's shop in addition to all other currently permitted uses of the subject property.

SUBJECT PROPERTY

- Location – 1187 Great Northern Road.
- Lot Dimensions – 20 metres of frontage along Great Northern Road with a depth of 60 metres.
- Lot size: 0.29 acres.
- Present Use – vacant.
- Owner – Robert Ronald Berto

BACKGROUND

In 2017, the property was rezoned from Highway Zone (HZ) to Highway Zone (HZ.S372) with a special exception to permit Professional, Scientific and Technical Services as an additional permitted use.

ANALYSIS

Neighbourhood Character

The surrounding area is composed of commercial and industrial uses, which include construction vehicle and equipment dealerships and service centres, tow truck operators and building supply stores.

The proposed use is compatible with the neighbourhood character.

The Official Plan

The subject property is designated “Commercial” on Land Use Schedule “C” of the Official Plan. As discussed in greater detail below, the proposed electrical contractor’s shop is commercial in nature; therefore, this proposal conforms to the Official Plan.

Zoning

The subject property is zoned Highway Zone with a special exception (HZ.S). The uses within this zone are intended to service travelers moving along Sault Ste. Marie’s highway corridor. This zone also includes uses geared towards servicing commercial transportation businesses and commercial uses that require large supporting lots, such as car dealerships and home building supply retailers.

Contractor’s yards are not permitted in the HZ. Experience has shown that over time, contractor’s yards become cluttered with equipment and materials that can be unsightly, which is not appropriate within the HZ. In this case, the applicant indicated that the business operation would not require outdoor storage.

A defining feature of a contractor’s yard is the presence of an unenclosed portion of the property used for material, tool and equipment storage; however, the zoning by-law does not distinguish such business activities on this basis. Whether or not there is outdoor storage, contractors and builders engaged in construction activities are considered a “contractor’s yard”. This proposal more closely resembles a commercial use than that of an industrial use. Approval should therefore be specific to that of an electrical contractor rather than contractor’s yards in general.

No negative land use impacts are anticipated from rezoning the subject property to permit the applicant’s proposal.

Parking and Storage

The existing building has an approximate area of 200 square metres. A parking standard ratio of 3.5 spaces per 100 square metres is applicable, requiring 7 parking spaces, inclusive of one being barrier free. These requirements are adhered to.

Setbacks and Landscaping

The primary building and accessory structure on the property comply with all setback requirements. As specified by the by-law, 100% of the required front yard, minus the driveway, is landscaped.

Provincial Policies

Provincial Policy Statement (PPS)

The PPS provides policy direction on matters of provincial interest related to land use planning. The Planning Act requires City Council's decision to be consistent with the PPS. Accommodating a broader range of uses, such as commercial, in an already existing building within a serviced area of the city, further reinforces the following PPS policies:

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns:

- *e) Promoting cost-effective development patterns and standards to minimize land consumption and servicing costs.*

1.3 Employment:

- *Providing for an appropriate mix and range of employment and institutional uses to meet long-term needs.*

Growth Plan for Northern Ontario (GPNO)

The GPNO provides a framework for managing growth in Northern Ontario. The Planning Act requires City Council's decision to conform, or not conflict, with the Growth Plan. The proposal supports the Growth Plan's policies of optimizing the use of existing infrastructure and does not conflict with any of the Plan's policies.

Comments

Neighbourhood Meeting

The applicant scheduled a neighbourhood meeting for September 4, 2019, which is before Council Hearing, but after the submission deadline for the planning report. Details of the neighbourhood meeting will be attached as an addendum.

Public Comments

At the time of writing this report, planning staff received no comments from the public regarding this application.

Circulated Agencies

The following Departments/Agencies reviewed this application as part of the consultation process:

- No Comment/Objection: Legal, Community Development & Enterprise Services, Fire Services, PUC, Municipal Heritage Committee, Accessibility Advisory Committee, Sault Ste. Marie Region Conservation Authority, Ministry of Municipal Affairs & Housing, Ontario Power Generation Inc., Building Division, and Engineering Services.
- The Sault Ste. Marie Region Source Protection Authority notes that the subject property is within a vulnerable area with respect to the Sault Ste. Marie Region Source Protection Plan. A Risk Management Plan may be required for the handling

and/or storage of dense non-aqueous phase liquids (DNAPLs). DNAPLs are hazardous liquids that can cause severe environmental and health hazards, especially when spilled and infiltrated into the ground. The applicant has confirmed that DNAPLs are not associated with the proposed use.

- Public Works commented that the subject property is not privately serviced, but connected to the municipal sewer system; however, further discussion with the applicant has confirmed that the subject property is in fact privately serviced by well and septic.

FINANCIAL IMPLICATIONS

The recommendations in this report have no direct impact on municipal finances.

STRATEGIC PLAN / POLICY IMPACT

The recommendations in this report are not directly linked to any of the Corporate Strategic Plan's goals or priorities.

SUMMARY

The applicant is seeking to rezone the subject property to permit an electrical contractors/electrician's shop. Despite the proposal being defined as a contractor's yard, this specific use is more commercial in nature. The proposal conforms to the Official Plan and provincial policies and is also compatible with the area. No major concerns have been raised by the public or circulated agencies.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner Dated 2019 09 09 concerning rezoning application A-15-19-Z be received, and that City Council approve the application and rezone the subject property from Highway Zone (HZ.S372) with a special exception to Highway Zone (HZ.S372) with an amended special exception to permit an electrical contractors/electrician's shop as an additional permitted use.

Respectfully submitted,



Jonathan Kircal

Planner

705.759.6227

j.kircal@cityssm.on.ca



Great Northern Road



August 2, 2019

Attn: Donald B. McConnell, MCIP, RPP
Director of Planning and Enterprise Services
99 Foster Drive
Sault Ste. Marie ON P6A 5X6



VIA s.perri@cityssm.on.ca

**Application # A-15-19-Z
Tombari Electric Limited
1187 Great Northern Road
Sault Ste. Marie**

Regarding your request for comments from our office dated August 1, 2019.

The subject property (civic 1187 Great Northern Road) is within a vulnerable area (WHPA D – 25 year capture zone) with respect to the Sault Ste. Marie Region Source Protection Plan.

Depending on the proposed use of the land, a Risk Management Plan with the operator/owner may be required for the handling and/or storage of dense nonaqueous phase liquids (DNAPLs).

If you require any further information, please contact myself at mmckinnon@ssrmca.ca

Sincerely,



Marlene McKinnon, CGS, RMI
GIS Specialist
705-946-8530 ext 1004

c.c. Peter Tonazzo, RMO

File: SPPInquiryResponse_1187GreatNorthernRoad_ZoningCityofSaultSteMarie

Larry Girardi
Deputy CAO

Susan Hamilton Beach, P. Eng.
Director of Public Works



**Public Works &
Engineering Services**

August 6, 2019

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

**Subject: Application No. A-15-19-Z
Request for an amendment to the Zoning By-law**

Applicant: Tombari Electric Limited

Subject Property: 1187 Great Northern Road

Please accept this correspondence in response to your request dated August 1, 2019.

Public Works has no concerns with this application, however we do note that although the form indicates private services of the property, it is served by a municipal sewer connection.

If you have any further questions, please contact me at 759-5207.

Susan Hamilton Beach, P. Eng.
Director of Public Works
705-759-5207
s.hamiltonbeach@cityssm.on.ca

C: M. McAuley, Municipal Services Engineer

**Subject
Property**



Document Path: G:\Applications (2017 - Present)\2019\Zoning\A-15-19-Z 1187 Great Northern Road (Tombari Electric)\Maps\A-15-19-Z_AerialMap_July2019_8x11_V1.mxd

Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☒ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 1187 Great Northern Road
 Roll No.: 030085066000000
 Map No.: 126/1-141
 Application No.: A-15-19-Z
 Date Created: July 30, 2019

Legal Department Reference

Legend

- Subject Property - 1187 Great Northern Road
 Parcel Fabric

Page 144 of 308



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only
 Orthophoto: 2016 20cm Colour

Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters
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**Subject
Property**

1207

1191

1183

1187

1177

1180

1176

1156
B

Great Northern Road

1149

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Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 1187 Great Northern Road
 Roll No.: 030085066000000
 Map No.: 126/1-141
 Application No.: A-15-19-Z
 Date Created: July 30, 2019

Legal Department Reference

Legend



Subject Property - 1187 Great Northern Road



Parcel Fabric

Page 145 of 308



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
 Services Department

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

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

This map is for general reference only

Orthophoto: None

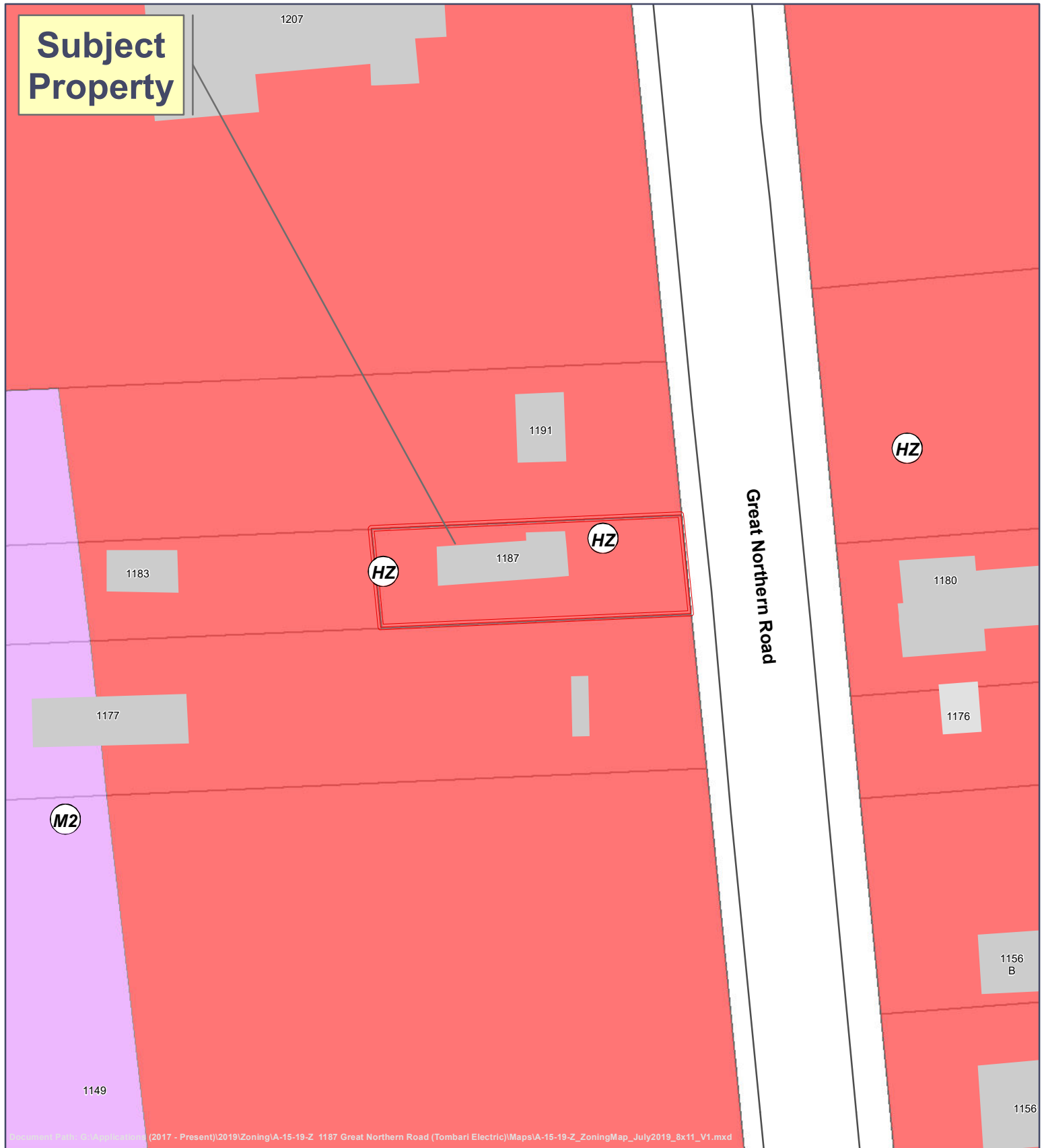
Projection Details:

NAD 1983 UTM Zone 16N

GCS North American 1983

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Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☒ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 1187 Great Northern Road
Roll No.: 030085066000000
Map No.: 126/1-141
Application No.: A-15-19-Z
Date Created: July 30, 2019

Legend

C1 - Traditional Commercial Zone	R3 - Low Density Residential Zone
C2 - Central Commercial Zone	R4 - Medium Density Residential Zone
CT2 - Commercial Transitional Zone	R5 - High Density Residential Zone
C3 - Riverfront Zone; C3hp	R6 - Mobile Home Residential Zone
C4 - General Commercial Zone; C4hp	I - Institutional Zone
C5 - Shopping Centre Zone	EM - Environmental Management Zone
HZ - Highway Zone	PR - Parks and Recreation Zone
M1 - Light Industrial Zone	RA - Rural Area Zone
M2 - Medium Industrial Zone; M2hp	RP - Rural Precambrian Uplands Zone
M3 - Heavy Industrial Zone	REX - Rural Aggregate Extraction Zone
R1 - Estate Residential Zone	AIR - Airport Zone
R2 - Single Detached Residential Zone; R2hp	Named Use - Commercial Dock



SAULT STE. MARIE
Planning and Enterprise Services
 Community Development and Enterprise Services Department
 99 Foster Drive, Sault Ste Marie, ON P6A 5X6
 saultstемarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None
 Projection Details:
 NAD 1983 UTM Zone 16N
 GCS North American 1983

0 5 10 20 Meters

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N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-158

AGREEMENT: (C3.24) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada, represented herein by the Minister of Environment for the purposes of the Parks Canada Agency to continue to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 9, 2019, between the City and Her Majesty the Queen, in Right of Canada, represented herein by the Minister of the Environment for the purpose of the Parks Canada Agency, a copy of which is attached as Schedule "A" hereto. This Agreement is to continue to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site of Canada.

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 9th day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 9th day of September, 2019

BETWEEN:

HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, ("Parks Canada")

hereinafter referred to as "Her Majesty", or "Parks Canada",

OF THE FIRST PART,

AND:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE, in the Province of Ontario,

hereinafter referred to as "the City",

OF THE SECOND PART,

WHEREAS the *Historic Sites and Monuments Act*, ("the Act"), R.S. 1985 c. H-4, s.3, empowers the Minister to make agreements for marking or commemorating historic places pursuant to the said Act and for the care and preservation of any place so marked or commemorated;

AND WHEREAS the Minister has declared the Sault Ste. Marie Canal situated in the City of Sault Ste. Marie in the Province of Ontario to be of national historic significance pursuant to the said Act;

AND WHEREAS the Minister is responsible pursuant to the said Act, to provide for the administration, preservation and Maintenance of this National Historic Site and has control over all activities occurring within its boundaries;

AND WHEREAS the lock within this National Historic Site was closed to navigation in July of 1987 due to the structural failure of the lock wall;

AND WHEREAS Her Majesty and the Province of Ontario entered into a cost share agreement for the construction of a smaller recreational lock within the existing lock chamber of the Sault Ste. Marie Canal in 1995 with construction being completed in 1998;

AND WHEREAS Her Majesty entered into an agreement with the City for operation and Maintenance of the new recreational lock in 1995 which commenced on the first day of operation being July 14, 1998 and expired on July 2008;

AND WHEREAS Her Majesty and the City agreed to extend the agreement for a further period of one year by way of a Letter of Agreement dated May 16, 2008 and by another subsequent ten year agreement dated July 27, 2009;

AND WHEREAS the agreement between Her Majesty and the City has expired on July 14, 2019 and the parties now wish to enter into a new agreement for the operation and Maintenance of the recreational lock;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, mutual covenants and agreements contained herein, the parties covenant and agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 “Batchewana First Nation of Ojibways” means the Batchewana First Nation of Ojibways or any person (s) authorized to act in that behalf;
- 1.2 “City” means the Corporation of the City of Sault Ste. Marie, in the Province of Ontario, or any person(s) authorized to act in that behalf;
- 1.3 “Consumer Price Index” (CPI) means the all-Canada, all-Items annual consumer price index as published by Statistics Canada for the period beginning in January 1st and ending on December 31st;
- 1.4 “Routine Maintenance” means the routine, cyclical, non-destructive actions necessary to sustain and to slow deterioration of mechanical elements, infrastructure and utilities that support the normal operation of the recreational lock;
- 1.5 “Major Maintenance” means reactive maintenance to repair broken components of the lock which cost in excess of \$10,000 or would be considered to be rehabilitation activities beyond the definition provided in this agreement for Routine Maintenance;
- 1.6 "Minister" means the Minister of the Environment responsible for the Parks Canada Agency pursuant to section 2 of the *Historic Sites and Monuments Act* as represented by the person authorized to act in that behalf;
- 1.7 "Northern Ontario Field Unit Superintendent" means the Superintendent of the Parks Canada Agency Northern Ontario Field Unit or any person authorized to act in that behalf;
- 1.8 “Operation” means the activities required to facilitate the safe passage of vessels, ensure safety and security of people and assets, respond to and meet client service requirements and provide basic Maintenance;
- 1.9 “Parks Canada Agency” means a body corporate established under section 3 of the *Parks Canada Agency Act*;
- 1.10 "Recreational Lock" means a lock used for pleasure and recreational vessels as well as small commercial vessels;
- 1.11 “Site Manager” means the Site Manager of the Sault Ste. Marie Canal National Historic Site or any person authorized to act in that behalf; and
- 1.12 "Stakeholders" means parties as determined by the Northern Ontario Field Unit Superintendent and the City.

2.0 PREMISES OCCUPIED

- 2.1 The City is granted permission to use and occupy for the purposes of the operation and Routine Maintenance of the recreational lock all of the areas shown outlined in red and shaded in blue on the plan attached hereto as Schedule “A”.

3.0 TERM

- 3.1 The term of this Agreement shall be for a period of TEN (10) years, FIVE (5) months and

NINETEEN (19) days beginning on September 9, 2019 and ending on February 28, 2030.

- 3.2 This Agreement shall be subject to review at the end of the first FIVE (5) years and may be amended by mutual agreement at that time.
- 3.3 This Agreement may be renewed at the expiration of the term subject to any new terms and conditions that may be agreed to by mutual consent of the parties involved at that time. Failing renewal of this Agreement, neither party assumes responsibility for the continued operation of the Recreational Lock.
- 3.4 The Parties shall advise each other, one year prior to the expiration of this Agreement, of their individual intents with regards to the renewal of this Agreement.

4.0 TERMINATION

- 4.1 This Agreement may be terminated at any time by either Party giving two (2) year's written notice to the other.

5.0 RESPONSIBILITIES

- 5.1 Her Majesty agrees to administer, preserve and maintain the Sault Ste. Marie Canal as a National Historic Site, at Her own expense, within the limits of the resources available for this purpose.
- 5.2 Her Majesty agrees to provide financial assistance to the City with respect to the operation and Routine Maintenance of the Recreational Lock, specifically the area set out in Schedule 'A' to this agreement, all in accordance with the terms and conditions set out in Article 6.0 of this Agreement.
- 5.3 The City agrees, subject to the terms of this Agreement, to operate and maintain the Recreational Lock at the Sault Ste. Marie Canal National Historic Site specifically the area set out in Schedule 'A' to this agreement.
- 5.4 Any Major Maintenance work to the lock itself shall remain the responsibility of Her Majesty. This is outside of the budget referenced in Article 6.0.

6.0 FINANCIAL ASSISTANCE TERMS AND CONDITIONS

- 6.1 The financial assistance provided by Her Majesty shall cover only those annual expenses which are directly related to the operation and Routine Maintenance of the Recreational Lock.
- 6.2 Her Majesty will be responsible for 75% of the actual operating and Routine Maintenance costs for the Recreational Lock in each calendar year during the term of this Agreement.
- 6.3 The City will be responsible for 25% of the actual annual operating and Routine Maintenance costs for the Recreational Lock in each calendar year during the term of this Agreement.
- 6.4 The City will submit for the approval of the Site Manager, a proposed annual operating budget for each calendar year no later than March 1st of that calendar year. Annual operating budget amounts will be determined between Parks Canada Agency and the City of Sault Ste. Marie as approved by City Council.
- 6.5 Notwithstanding the proposed annual operating budget to be submitted by the City, the

actual amount owed by Her Majesty to the City pursuant to this Agreement will be determined on the basis of actual costs incurred in a given calendar year using the percentages established in Articles 6.2 and 6.3, as detailed in Schedule 'B' attached hereto.

- 6.6 By June 30th of each calendar year, Her Majesty will transfer funds to the City in the amount of fifty thousand dollars (\$50,000.00) as an installment on its share of the total operating costs for that calendar year. This advance payment shall be considered a debt owed to Her Majesty until such time as the City has accounted for the said advance payment in accordance with the terms of this Agreement.
- 6.7 Her Majesty will submit to the City, no later than December 31st of each calendar year, a statement of the services provided and the costs for that calendar year in accordance with Schedule 'B' of this Agreement.
- 6.8 By February 1st of each calendar year, the City will submit to Her Majesty a financial statement showing a detailed listing of the actual costs incurred in the previous calendar year all prepared in accordance with acceptable accounting standards and practices.
- 6.9 By March 1st of each calendar year, Her Majesty will reimburse the City 75% of the actual operating and Routine Maintenance costs for the previous calendar year, less the advance paid to the City under Article 6.6.
- 6.10 The City's Administrative Fee, as specified in Schedule 'B', will be adjusted accordingly in December of each year based on the Consumer Price Index (CPI - Basket of Goods and Services) data generated by Statistics Canada for the duration of the term of this Agreement.

7.0 REVENUE

- 7.1 All revenues generated on Site will accrue to the Sault Ste. Marie Canal National Historic Site.
- 7.2 Fees for lockage and mooring will be set by Her Majesty.

8.0 AUDIT

- 8.1 Parks Canada reserves the right to audit or cause to have audited, the accounts and records of the City and the City shall make available to such auditors any records, documents and information that the auditors should require.

9.0 LOCK OPERATION

- 9.1 The City agrees to operate the lock safely, and in accordance with federal government requirements relating to the *Historic Canal Regulations*, the *Canadian Environmental Assessment Act*, the *Official Languages Act*; and all other applicable Federal, Provincial and Municipal legislation.
- 9.2 Parks Canada agrees to provide to the City and its employees training in lock operations, the cost of which will be included in the total operating costs for the year in which the training is given.
- 9.3 In accordance with the terms of an Agreement between Her Majesty in Right of Canada and the Batchewana First Nation dated the 10th day of December 1993, Parks Canada and the City agree that the operation of the lock must respect the right of the Batchewana First Nation to reasonable access to Whitefish Island, as more particularly detailed in

Schedule 'C' attached hereto.

10.0 SEASON AND HOURS OF OPERATION

- 10.1 The season and hours of operation of the Recreational Lock will be determined by mutual agreement between the Site Manager and the City. The City will consult with Stakeholders on the seasons and hours of operations as required.

11.0 INDEMNIFICATION

- 11.1 The City shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by, or attributable to, anything done or omitted by the City, its servants or agents in the fulfilment or purported fulfilment of any of the provisions of this Agreement.
- 11.2 Her Majesty shall at all times indemnify and save harmless the City from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, sustained, brought or prosecuted, in any manner based upon, occasioned by or attributable to, anything done or omitted by Her Majesty, Her servants or agents in the fulfilment or purported fulfilment of any provisions of this Agreement.
- 11.3 Her Majesty will save harmless the City from salary cost increases in relation to operating the Recreational Lock that may arise as a direct result of challenges from federal public service unions or their members.

12.0 INSURANCE

- 12.1 The City covenants and agrees that during the Term:
- (a) it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that Her Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the City's use of the Land. Furthermore, the City shall increase the amount of such insurance and obtain such additional coverage as the Site Manager may from time to time require, based on the prevailing limits and coverage for the type of land use referred to in Article 2.1;
 - (b) the insurance referred to in Article 12.1 (a) shall:
 - (i) be issued by an insurance company or companies which would be satisfactory to the Site Manager and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the City and to Her Majesty of cancellation or amendment of such insurance;
 - (ii) shall contain a waiver of any subrogation rights the City's insurers may have against Her Majesty and against those for whom Her Majesty is responsible at law except in the case of negligence of Her Majesty, Her servants and agents and all those for whom Her Majesty is responsible at law; and
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though

separate policies were issued in respect of any action brought against any of the insureds by any other insured;

- (c) it shall provide to the Site Manager, on the anniversary date for each year during the Term, Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (d) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

13.0 NOTICE

- 13.1 Any notices required to be made under this Agreement shall be made in writing delivered to:

In the case of Parks Canada:

Field Unit Superintendent
Northern Ontario Field Unit
201 May Street North, Suite 201
Thunder Bay ON P7C 3P4

- and -

In the case of the City:

Director, Community Services
The City of Sault Ste. Marie,
Civic Centre,
P.O. Box 580,
Sault Ste. Marie, Ontario
P6A 5N1

14.0 DISPUTE RESOLUTION

- 14.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties cannot resolve the dispute through negotiation, they agree to submit the dispute to mediation. The Parties will bear the cost of mediation equally. If mediation fails, then the parties have all rights and remedies to pursue matters at the Federal Court of Canada.

15.0 EFFECT OF AGREEMENT

- 15.1 The parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between Parks Canada and the City.
- 15.2 This Agreement enures to the benefit of and is binding upon Her Majesty, Her heirs and successors and upon The City and its successors and assigns.

16.0 COMMUNICATIONS

- 16.1 All communications relating to the operation and Maintenance of the recreational lock shall be approved by both Parties prior to its release.

IN WITNESS THEREOF Parks Canada, Northern Ontario Field Unit Superintendent, on behalf of Her Majesty in Right of Canada, has hereunto set his/her hand, and the Corporation of the City of Sault Ste. Marie have caused this Agreement to be executed by their proper officers, duly authorized in that behalf.

SIGNED, SEALED, AND DELIVERED
by the Northern Ontario Field Unit
Superintendent on behalf of Her
Majesty in the presence of

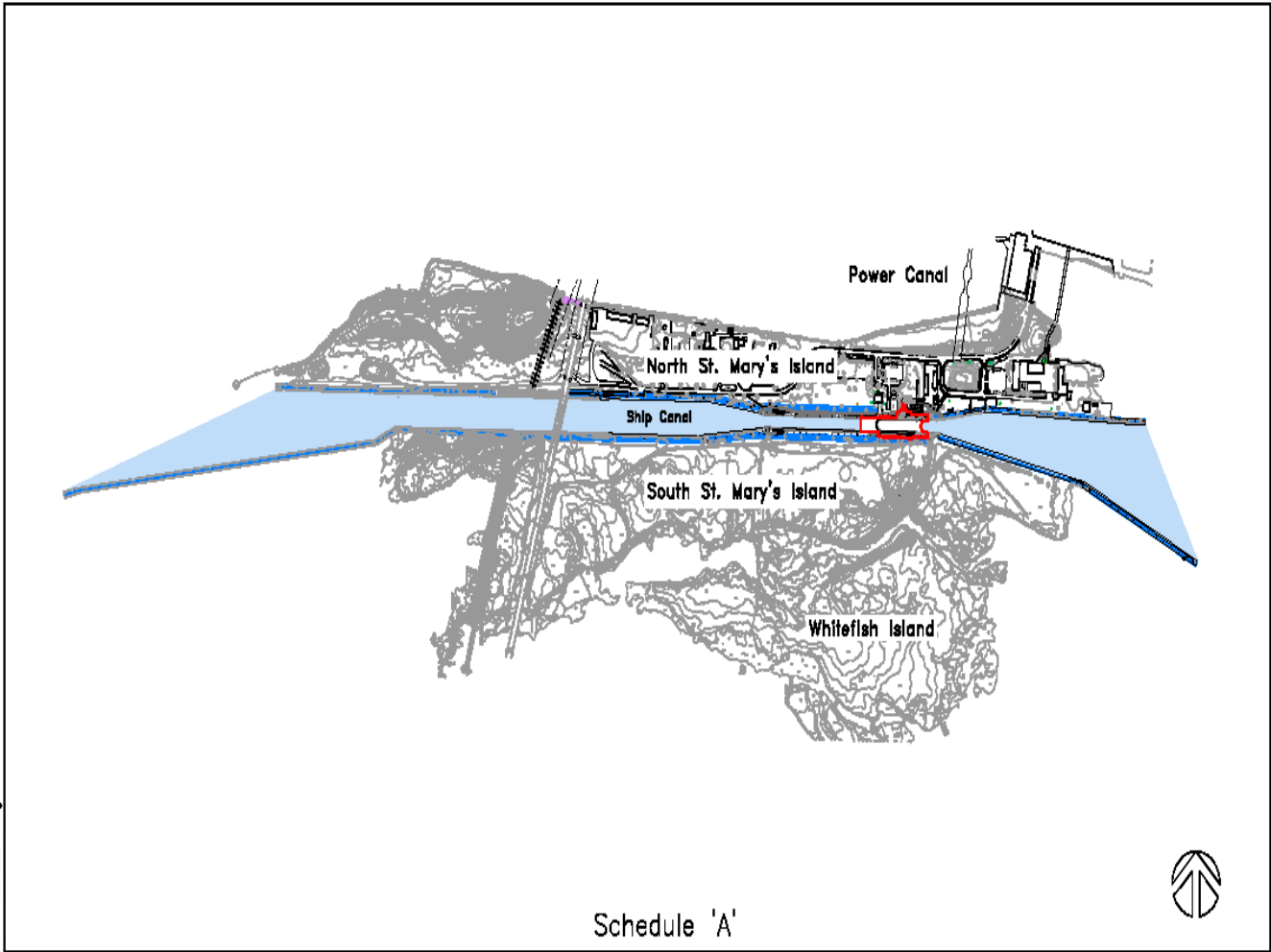
Witness

SIGNED, SEALED AND DELIVERED
By the Mayor of
The Corporation of the City of
Sault Ste. Marie

SIGNED, SEALED AND DELIVERED
By the City Clerk of
The Corporation of the City of
Sault Ste. Marie

SCHEDULE "A"

SITE MAP



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SCHEDULE "B"
Lock Operations Budget

OPERATIONS – CITY

Salaries – Lock operations

Administration Fee (Salaries) \$24,868.57*

Benefits (22% of salaries & admin)

Office Operations

Network-wifi for registration system

Operating Supplies

Equipment

*New base point for 2019, subject to CPI in subsequent years as detailed in Article 6.10

OPERATIONS – PARKS CANADA

Telephone

Utilities

Security

Maintenance Labour

Maintenance Materials

Standby Labour

Parks Canada Administration

Maintenance Contingency

SCHEDULE "C"

An excerpt from an Agreement dated December 10, 1993, between Her Majesty in Right of Canada, and the Batchewana First Nation.

- 2.5 The First Nation will have, at all times, a right of reasonable access to Whitefish Island over:
- a) the North side of St. Mary's Island (north of the Sault Ste. Marie Canal) on the existing and any future public roads thereon, including rights of access granted to Canada and the public by Great Lakes Power Limited over its property, as the same may exist from time to time. Such access shall be for both pedestrian and any type of vehicular access in areas permitted from time to time to the general public. Vehicles are to travel only on such roadways and areas as are designated from time to time for vehicles;
 - b) the Sault Ste. Marie Canal, pedestrian access over the lock gates and such other facilities bridging the Canal as may exist from time to time, priority being given at all times to navigation and shipping, and such vehicular access for which facilities may exist over the Canal from time to time, priority being given at all times to navigation and shipping; and
 - c) the South side of St. Mary's Island for pedestrians on such areas as the general public is allowed and for such vehicles as are able to cross the Sault Ste. Marie Canal. The vehicles are to travel only on such roadways and areas as are designated from time to time for vehicles. There will be no vehicular parking on any areas of the South side of St. Mary's Island, except as permitted to the general public or by agreement between Canada and the First Nation.

The use of the foregoing rights of way and access by the First Nation or any of its; members, invitees, licencees, contractors or guests, shall be solely and entirely at their own risk and Canada will have no liability in respect thereof.

- 2.6 Canada shall provide the First Nation, if feasible, reasonable access for utility corridors for electric power, water, sewage and other services, if such should be required on Whitefish Island at a future date, but it is agreed that Canada assumes no financial obligation to provide any such services.
- 2.7 In the event of sale or other disposition of St. Mary's Island to a third party, Canada shall ensure that the provisions of articles 2.5 and 2.6 are respected. In particular, Canada shall, if so requested by the First Nation, provide a surveyed right of way in accordance with article 2.5.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2019-162

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 71 Old Garden River Road (Northshore Sports and Auto Inc. - Rocchetta).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **71 OLD GARDEN RIVER ROAD; APPROXIMATELY 117 METRES OF FRONTAGE ALONG OLD GARDEN RIVER ROAD AND A DEPTH OF 142 METRES; CHANGE FROM M1 TO M1.S WITH A “SPECIAL EXCEPTION”**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 71/1-76 of Schedule “A” to By-law 2005-150, is changed from M1 (Light Industrial) zone to M1.S (Light Industrial) zone with a “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(386) and heading as follows:

“2(386) 71 Old Garden River Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located at 71 Old Garden River Road, approximately 117 metres of frontage along Old Garden River Road and a depth of 142 metres and outlined and marked “Subject Property” on the map attached as Schedule 386 hereto is changed from M1 (Light Industrial) zone to M1.S (Light Industrial) zone with a “Special Exception” to permit, in addition to those uses permitted in an M1 zone, Motor Vehicle Sales and Parts Dealers, subject to the condition that the applicant plant coniferous trees along the portion of the south lot line adjacent to 81 Sharon Crescent.”

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 9th day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2019\2019-162 (Z) 71 OLD GARDEN RIVER ROAD\BY-LAW 2019-162
ZONING.DOCX

Subject Property

Second Line East

Schedule "A" to By-law 2019-162
and Schedule 386 to By-law 2005-151

699

673

145

68

Old Garden River Road

71

69

66

65

59

81

87

93

99

105

75

71

65

59

53

Sharon Crescent

54

68

74

80

86

38

32

26

20

Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 71 Old Garden River Road
Roll No.: 030080076200000
Map No.: 71/1-76
Application No.: A-13-19-Z
Date Created: July 11, 2019

Legal Department Reference
Schedule "A"

Legend



Subject Property - 71 Old Garden River Road



Parcel Fabric

Page 161 of 308



**SAULT
STE. MARIE**

Planning and Enterprise Services

Community Development and Enterprise
Services Department

99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

This map is for general reference only

Orthophoto: None

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

0 10 20 40 Meters
1:2,000



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-166

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and IDEA Inc. for the professional services associated with the provision of architectural and engineering services for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 9, 2019 between the City and IDEA Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the planning, design, tendering and registration of the Phase XV expansion to the Mausoleums located in the Holy Sepulchre Cemetery.

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 9th day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI



Ontario Association of Architects

Standard Form of Contract for Architect's Services

OAA 600-2013

FOR

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

**ARCHITECTURAL & ENGINEERING
SERVICES – MAUSOLEUM EXPANSION
PHASE XV**

Table of Contents

Agreement

Date	A1
Client	A2
Architect	A3
Project	A4
Owner	A5
Client's Budget	A6
Anticipated Dates for Construction	A7
Construction Contract	A8
Initial Information	A9
Consultants	A10
Fees	A11-17

Definitions

General Conditions

Architect's Responsibilities	GC1
Architect's Scope of Basic Services	GC2
Provision of Additional Services	GC3
Client's Responsibilities	GC4
Budget, Estimates and Construction Cost	GC5
Construction Phase Services	GC6
Copyright and Use of Documents	GC7
Liability of the Architect	GC8
Suspension of Services	GC9
Termination of Services	GC10
Payments to the Architect	GC11
Miscellaneous Conditions	GC12
Other Terms of Contract*	GC13*
Signing Space	

** List any documents attached to and forming part of this contract in GC13 Other Terms of Contract.*

AGREEMENT

A1 This contract made as of the 9 day of the month of September in the year 2019.

A2 between the *Client*:

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

A3 and the *Architect*:

IDEA Inc. Integrated Design Engineering and Architecture,
421 Bay Street East, Suite 507, Sault Ste. Marie, ON.
P6A 1X3

A4 for the following *Project*:

Mausoleum Expansion XV at Holy Sepulchre Cemetery, 25
Fourth Line East, Sault Ste.
Marie

A5 The owner, if other than the *Client*, is: _____

A6 The *Client's* budget for *Construction Cost* is: \$ 900,000.00

A7 The *Client's* anticipated dates for construction are as follows:

.1 Commencement of construction: November 2019

.2 *Substantial Performance of the Work*: August 2020

A8 The anticipated construction delivery type and anticipated construction contract between the owner and the contractor are:

.1 Delivery type: Design / Bid / Build

.2 Construction contract: Stipulated Sum CCDC 2 -

A9 The *Client* and the *Architect* may rely on the initial information contained in A6 to A8. In the event that this information changes materially, or is altered by conditions beyond the control of the *Architect*, the *Client* and *Architect* shall appropriately adjust the schedule, the *Architect's* services and the *Architect's* compensation.

A10 The *Architect* shall coordinate the services of the following *Consultants*:

.1 engaged by the *Architect*

Structural Engineering
Civil Engineering
Landscape Architecture
Mechanical Engineering,
Electrical Engineering.

.2 engaged by the *Client*

Pre-Engineering Surveying (if required)

A11 For the *Architect's* services the fee shall be computed as follows: (refer also to GC11)

A11.1 Fees for Basic Architectural and Engineering Services

Fees for the provision of Architectural and Engineering Services as described in GC 2 of this Agreement (noted "Y") shall be 6% calculated on the Construction Costs. The percentage based fee will be based on the owner's approved estimate of *Construction Costs* until such a time that the "actual" *Construction Costs* are known, at which time the fee shall be adjusted accordingly. Fees are limited to a not-to-be exceeded amount of \$54,000 plus HST and Disbursements; subject to the terms of clause A11.2. For reference purposes, refer to IDEA proposal dated August 02, 2019 for the derivation of fee schedule.

A11.2 Fees for Additional Services

Fees for the provision of Architectural and Engineering Services as described in GC 3 of this Agreement (noted "N") shall be calculated based on the hourly rates described below and only applicable if requested and approved by the Client, and subject to the provision of article GC 3.2. Performance of any Services resulting in invoicing in excess of the not-to-be exceeded amount of \$54,000, plus HST and Disbursements (from Clause A11.1), is to be approved in advance in writing by the City. Services contained within GC 3 (noted "Y") shall be included as part of the Fees for Basic Architectural and Engineering Services forming part of A 11.1 above.

Management	\$/hr
Principal	\$175.00
Architectural	
Architect	\$120.00
Senior Arch. Technologist (OAAAS, CET, MAATO)	\$165.00
Architectural Technician (C.Tech)	\$90.00
Engineering	
Senior Project Engineer (P.Eng)	\$175.00
Project Engineer (P.Eng)	\$120.00
Support	
CAD	\$85.00
Administrative	\$70.00
Project Manager Field	\$150.00
Project Administrator Field	\$150.00

- A12 Where fees are based on a lump sum or percentage of the *Construction Cost* the compensation and invoicing for each phase of services shall be based on the following apportionment of the total fees:

Schematic design phase	(15.00 %)
Design development phase	(10.00 %)
Construction documents phase	(50.00 %)
Bidding or negotiating phase	(5.00 %)
Construction phase	(20.00 %)
Total	(100.00 %)

- A13 An administrative charge of 0.00 % shall be added to the reimbursable expenses as noted in GC11.2.
- A14 The rate for calculating automobile travel costs shall be \$ 0.58 per kilometre.
- A15 The *Client* shall pay to the *Architect*, upon execution of this contract, a retaining fee in the amount of \$ 0.00. This retaining fee shall be credited against the *Architect's* last invoice and is the minimum payment that the *Client* must pay the *Architect* under this contract.
- A16 The *Client* shall pay the *Architect* upon receipt of invoices on account of the *Architect's* fee and reimbursable expenses plus applicable taxes. Invoices shall be issued and submitted monthly unless otherwise agreed.
- A17 An unpaid invoice shall bear interest, calculated monthly at the rate of 2.00 % per annum, commencing 45 days after the date that the *Architect* submits the invoice.

DEFINITIONS

The following Definitions apply to this contract. References to the singular shall be considered to include the plural as the context requires.

Architect is the entity identified in Article A3 which is the holder of a Certificate of Practice issued by the OAA.

Client is the person or entity identified in Article A2.

Construction Cost is the total cost of the *Work* to the *Client* to construct all elements of the *Project* designed or specified by, or on behalf of, or as a result of, the coordination by the *Architect*, including construction contract price(s), cash allowances included in the construction contracts, building permit fees, changes during construction, contractors general conditions costs, overhead and profit, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, including the full amount of value-added taxes, whether recoverable or not. The *Construction Cost* does not include the compensation of the *Architect* and the *Consultants*, land cost, land development charges or other professional fees, which are the responsibility of the *Client*.

Construction Documents consist of drawings, specifications and other documents appropriate to the size and complexity of the *Project*, to describe the size and character of the *Project* including architectural and where applicable structural, mechanical, and electrical systems, materials and such other elements setting forth in detail the requirements for the construction, enlargement or alteration of the building or buildings and any related components comprising the *Project*.

Consultant is a person or an entity engaged by the *Client* or the *Architect* to provide services supplementary to those provided by the *Architect*.

Consultant Coordination consists of:

- managing the communications between *Consultants* and with the *Client*, and
- providing direction as necessary to give effect to any design decisions taken, and
- reviewing the product of the *Work* to assist in identifying conflicts and to monitor compliance with directions.

Contingency means an amount calculated as a percentage of the *Construction Cost* to cover unknowns or changing factors of cost and include: (1) escalation *Contingency* to cover price escalation from the time of an estimate to the time of bidding, (2) design *Contingency* for design development factors prior to construction and (3) construction *Contingency* to cover unforeseen changes during construction.

Electronic Documents are one of the formats in which *Instruments of Service* may be provided by the *Architect*. *Electronic Documents* refer to portable document files (PDF - non-editable) but do not include computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Estimate of Construction Cost is a statement of the approximate total *Construction Cost* as defined, based on current area, volume or similar conceptual techniques and includes *Contingencies* as defined.

General Review means review during visits to the *Place of the Work* (and where applicable, at locations where building components are fabricated for use at the *Project* site) at intervals appropriate to the stage of the construction that the *Architect* in its professional discretion, considers necessary to become familiar with the progress and quality of the *Work* and to determine that the *Work* is in general conformity with the construction contract documents, and to report, in writing, to the *Client*, contractor and chief building official.

Instruments of Service are the paper or non-editable *Electronic Documents* which comprise the design, drawings, specifications and reports prepared by or on behalf of the *Architect* or *Consultant*, including but not limited to plans, sketches, drawings, graphic representations and specifications and materials which are prepared for the approval of the *Client* and the authorities having jurisdiction and for construction, but do not include software systems, databases, computer programs, or computer-aided design documents (e.g. CAD or BIM – editable files) unless otherwise agreed in writing.

Place of the Work is the designated site or location of the *Work* identified in the construction contract documents.

Project as described in this contract means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

Substantial Performance of the Work means substantial performance of the contract as defined under the Construction Lien Act. Where the *Place of the Work* is located outside of Ontario, *Substantial Performance of the Work* shall be as defined in the lien legislation applicable to the *Place of the Work*, or in the absence of such legislation it shall mean the date the *Work* is ready for the purpose intended.

Toxic or Hazardous Substances or Materials means any solid, liquid, gaseous, thermal or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, asbestos, bio-contaminants, biohazards and nuclear, and hazardous and special wastes whether or not defined in any federal, provincial, territorial or municipal laws, statutes or regulations.

Work means the total construction and related services required by the construction contract documents.

GENERAL CONDITIONS

GC1 ARCHITECT'S RESPONSIBILITIES

- 1.1 The *Architect* shall provide professional services as identified in this contract and shall:
- .1 exercise such professional skill and care as would be provided by *Architects* practising in the same area in the same or similar locality under similar circumstances,
 - .2 perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the *Project*,
 - .3 identify a representative authorized to act on behalf of the *Architect* with respect to the *Project*,
 - .4 include the *Consultant Coordination* of all *Consultants* engaged by the *Architect* and those other *Consultants* engaged by the *Client* listed in Article A10.2,
 - .5 maintain records of reimbursable expenses, and for any services for which the fee is computed as a multiple of hourly rates. These records shall be maintained in accordance with generally acceptable accounting standards and made available to the *Client* for review upon request at mutually convenient times,
 - .6 utilize key personnel where so identified and request the *Client's* approval of any change, which approval shall not unreasonably be withheld,
 - .7 maintain the confidentiality of information so identified and provided by the *Client*, and
 - .8 except with the *Client's* knowledge and consent, neither engage in any activity, nor accept any employment, interest or contribution that would unreasonably compromise the *Architect's* professional judgment with respect to the *Project*.

GC2 ARCHITECT'S SCOPE OF BASIC SERVICES

- 2.1 The *Architect's* basic services consist of those services performed by the *Architect*, the *Architect's* employees, and the *Architect's* *Consultants* set forth herein or otherwise mutually agreed in writing. They include the provision of basic structural, mechanical and electrical engineering services by professional engineers when these *Consultants* are engaged by the *Architect*.

(Indicate in the table below each basic service to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each as identified in Article A11.

2.1	ITEM	Service Provided:	Fee Reference:	Comments
	SCHEMATIC DESIGN PHASE			
.1	Review Program - Review the <i>Client's</i> Program of Requirements and other information furnished by the <i>Client</i> and the characteristics of the site.	Y	A11.1	
.2	Review Applicable Codes - Review applicable statutes, regulations, codes and by-laws and where necessary review the same with the authorities having jurisdiction.	Y	A11.1	
.3	Prepare Initial Evaluation - Prepare an initial evaluation of the <i>Client's</i> Program of Requirements, schedule, budget for the <i>Construction Cost</i> , <i>Project</i> site and the proposed procurement or delivery method and other initial information provided by the <i>Client</i> each in terms of the other, to ascertain the requirements of the <i>Project</i> . The <i>Architect</i> shall notify the <i>Client</i> of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the <i>Project</i> .	Y	A11.1	
.4	Review Initial Evaluation - Present and review with the <i>Client</i> the initial evaluation and discuss alternative approaches to design and construction of the <i>Project</i> . The <i>Architect</i> shall reach an understanding with the <i>Client</i> regarding the requirements of the <i>Project</i> .	Y	A11.1	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.5	Preliminary Concept Design - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a preliminary concept design illustrating the scale and relationship of the <i>Project</i> components.	Y	A11.1	
.6	Schematic Design Documents - Based on the <i>Client's</i> approval of the preliminary concept design, mutually agreed upon Program of Requirements, schedule and budget for the <i>Construction Cost</i> , prepare for the <i>Client's</i> review and approval, schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other including as appropriate: • Site Plan • Spatial Relationship diagrams • Floor Plans • Elevations • Building Sections • Outline Specifications	Y	A11.1	
.7	Estimate of Construction Cost - Prepare and submit to the <i>Client</i> an <i>Estimate of Construction Cost</i> based on current area or volume unit cost prepared in accordance with GC5.3.	Y	A11.1	
.8	Submit Schematic Design - Submit the schematic design documents to the <i>Client</i> and request the <i>Client's</i> approval.	Y	A11.1	
DESIGN DEVELOPMENT PHASE				
.9	Design Development Documents - Based on the <i>Client's</i> approved schematic design documents and agreed <i>Estimate of Construction Cost</i> , and any <i>Client's</i> authorization or adjustments in the <i>Project</i> requirements and the budget for the <i>Construction Cost</i> prepare for the <i>Client's</i> review and approval, design development documents, drawing and other documents to describe the size and character of the <i>Project</i> including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements: • Site Plan • Floor Plans • Elevations • Building Sections • <i>Project</i> brief detailing area calculations, building systems and outline specifications	Y	A11.1	
.10	Continue Review of Applicable Codes - Continue to review applicable statutes, regulations codes and by-laws as the design of the <i>Project</i> is developed and where necessary review the same with the authorities having jurisdiction.	Y	A11.1	
.11	Update Estimate of Construction Cost - Prepare and submit to the <i>Client</i> for approval an updated <i>Estimate of Construction Cost</i> .	Y	A11.1	
.12	Submit Design Development - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> and request the <i>Client's</i> approval.	Y	A11.1	
CONSTRUCTION DOCUMENTS PHASE				
.13	Drawings and Specifications - Based on the <i>Client's</i> approved design development documents and agreed updated <i>Estimate of Construction Cost</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>Project</i> .	Y	A11.1	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.14	Review Applicable Codes - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the consents, approvals, licences and permits necessary for the <i>Project</i> may be obtained.	Y	A11.1	
.15	Bidding Information - Obtain instructions from and advise the <i>Client</i> on the preparation of the bidding information, bidding forms, conditions of the construction contract and the form of construction contract between <i>Client</i> and contractor.	Y	A11.1	
.16	Update Estimate of Construction Cost - Update the <i>Estimate of Construction Cost</i> .	Y	A11.1	
.17	Submit Construction Documents - Submit the <i>Construction Documents</i> to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Estimate of Construction Cost</i> , including adjustments indicated by changes in requirements and general market conditions; take any action required under GC 5.2 and request the <i>Client's</i> approval.	Y	A11.1	
PERMITS AND APPROVALS				
.18	Building Permit Application - Prepare documents for building permit application, for owner's signature as applicant and assist with submission of the application.	N	A11.2	By Contractor
BIDDING/NEGOTIATION PHASE				
.19	Bidding/Negotiation - Following the <i>Client's</i> approval of the <i>Construction Documents</i> and the latest agreed <i>Estimate of Construction Cost</i> : assemble and provide bid documents to bidders, monitor and respond to enquiries regarding bid requirements, prepare and process addenda during bidding, arrange for receipt of bids, opening of bids, comparative review and report results for <i>Client's</i> direction on award. Assist the <i>Client</i> with construction contract negotiations, prepare construction contracts and assemble construction contract documents for signature by the contracting parties.	Y	A11.1	
CONSTRUCTION PHASE				
.20	General Review - Provide <i>General Review</i> services during construction; examine, evaluate and report upon representative samples of the <i>Work</i> ; keep the <i>Client</i> informed of the progress and quality of the <i>Work</i> ; report defects and deficiencies in the <i>Work</i> observed during the course of the site reviews; and report in writing to the <i>Client</i> , contractor and chief building official.	Y	A11.1	
.21	Site Meetings - Attend site meetings with contractor, major sub-contractors and <i>Consultants</i> , where appropriate, to review the progress of the <i>Work</i> .	Y		
.22	WSIB Certificates, Bonds and Insurance Policies - Arrange to receive from the contractor, as required under the construction contract, WSIB certificates, bonds and insurance policies and deliver to <i>Client</i> for <i>Client's</i> bond and insurance advisors to review.	Y	A11.1	
.23	Construction Schedule - Receive construction schedule from contractor, review and forward to <i>Client</i> .	Y	A11.1	
.24	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both <i>Client</i> and contractor that the agreed schedule of values will form the basis for factoring percentage of <i>Work</i> completed into certificates for payment.	Y	A11.1	

2.1	ITEM	Service Provided:	Fee Reference:	Comments
.25	Payment Certification - When engaged to provide <i>General Review</i> , receive and assess contractor's applications for payment; determine the amounts owing to the contractor under the construction contract based on the <i>Architect's</i> observations and evaluation of the contractor's applications for payment having factored percentage of completeness against the contractor's schedule of values and issue certificates of payment to the <i>Client</i> in the value proportionate to the amount of the construction contract, of work performed and products delivered to the <i>Place of the Work</i> .	Y	A11.1	
.26	Construction Contract Documentation Interpretation - On the written request of either the <i>Client</i> or the contractor, render written interpretations and findings within a reasonable time, consistent with the intent of and reasonably inferable from the construction contract documents, showing partiality to neither the <i>Client</i> nor the contractor, on claims, disputes and other matters in question between the <i>Client</i> and the contractor relating to the execution or performance of the <i>Work</i> or the interpretation of the construction contract documents.	Y	A11.1	
.27	Shop Drawings and Submittals - Review and take other appropriate action with reasonable promptness upon such contractor's submittals as shop drawings, product data, and samples for conformance with the general design concept of the <i>Work</i> as provided in the construction contract documents.	Y	A11.1	
.28	Supplemental Details and Instructions - Prepare and issue additional documents and supplemental instructions to the contractor, as required for clarification of the requirements of the contract documents, with reasonable promptness or in accordance with a schedule for such instructions agreed to by the <i>Architect</i> and the contractor.	Y	A11.1	
.29	Requests for information (RFI's) - Receive requests for information (RFI's) from the contractor and process accordingly.	Y	A11.1	
.30	Proposed Change Notices/Change Orders and Change Directives - Prepare proposed change notices, drawings, specifications and supporting data, evaluate contractor's proposals, prepare change orders and change directives for the <i>Client's</i> approval and signature in accordance with the construction contract documents.	Y	A11.1	
.31	Inspection & Testing Services - Provide assistance in having inspection and testing companies perform services as required by the construction contract documents, receive and review their reports and report to <i>Client</i> .	Y	A11.1	
.32	Substantial Performance and Completion - As payment certifier prepare and issue at the appropriate time, a certificate of <i>Substantial Performance of the Work</i> and a statement of construction contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	Y	A11.1	
.33	Contractor's Documentation at Completion - Receive from the contractor and forward to the <i>Client</i> for the <i>Client's</i> acceptance the written warranties and related documents as required under the construction contract.	Y	A11.1	
.34	Takeover Procedure - Arrange for takeover of the <i>Project</i> by the <i>Client</i> , including demonstration of operating equipment, handover of operating and maintenance manuals and replacement parts as specified.	Y	A11.1	
.35	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>Substantial Performance of the Work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>Work</i> in accordance with the construction contract between the owner and contractor.	Y	A11.1	

GC3 PROVISION OF ADDITIONAL SERVICES

- 3.1 The Additional Services listed below are not included in the *Architect's* basic services. The *Architect* shall provide the Additional Services indicated in the table below and the *Client* shall compensate the *Architect* in the manner indicated by Fee Reference and Article A11.

(Indicate in the table below Additional Services to be provided by the *Architect* and the manner of compensation as indicated in Fee Reference for each identified in Article A11.

3.1	ITEM	Service Provided:	Fee Reference:	Comments
PRE-DESIGN SERVICES				
.1	Pre-Design Study - Provide pre-design study or services such as: to assist with analyzing the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Client's</i> budget and advise on measures to align the <i>Project</i> requirements with the budget, assess the suitability of the <i>Client's</i> site to accommodate the <i>Project</i> taking into account known site constraints, ability to support future additions, and potential impact of known proposed developments in the vicinity.	N	A11.2	
.2	Multiple Sites - Provide pre-design site evaluations, planning surveys, or comparative studies of a number of multiple prospective sites.	N	A11.2	
.3	Programming - Provide analyses of the <i>Client's</i> needs and prepare a written Program of Requirements as described in GC4.1.	N	A11.2	
.4	Verifying Drawings - Review drawings furnished by the <i>Client</i> , visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	N	A11.2	
.5	Measured Drawings - Confirm with the <i>Client</i> the purpose of the measured drawings and the accuracy required, make measurements, augment with photographs and field notes as appropriate and prepare drawings.	N	A11.2	
.6	Survey, Geotechnical or Hazardous Materials - Assist the <i>Client</i> in the engagement of a <i>Consultant</i> to obtain survey, geotechnical or hazardous materials reports referred to in GC4.3	N	A11.2	
GENERAL SERVICES, ALL APPLICABLE PHASES				
.7	Detailed Estimates of Construction Cost - Provide detailed <i>Estimates of Construction Costs</i> .	N	A11.2	
.8	Detailed Quantity Surveys, Inventories, Operating Costs - Provide detailed quantity surveys, inventories of material and equipment, or analyses of owning and operating costs.	N	A11.2	
.9	Future Facilities - Provide services relating to future facilities, systems and equipment not included in the <i>Construction Cost</i> .	N	A11.2	
.10	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	N	A11.2	
.11	FF&E - Provide services for the selection and installation of furniture, fixtures and equipment (FF&E), including re-use of <i>Client's</i> inventoried FF&E.	N	A11.2	

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.12	Signage - Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior or exterior application.	N	A11.2	
.13	Tenant Related Services – Provide tenant layout and design services or documents not otherwise included in fees.	N	A11.2	
.14	Marketing - Prepare promotional presentations or special marketing materials.	N	A11.2	
.15	Model/Rendering/Video - Provide specifically commissioned physical model (maquette), architectural rendering, computer rendering or video, which become the property of the <i>Client</i> .	N	A11.2	
.16	Photography - Provide specially commissioned photography or photographic records of site, existing conditions, construction or other.	N	A11.2	
.17	Language Translation - Provide language translation services for <i>Construction Documents</i> or other documents.	N	A11.2	
.18	Value Engineering - Provide services in connection with value engineering or analysis.	N	A11.2	
PERMITS AND APPROVALS				
.19	Special Approvals of Authorities - Provide studies, prepare drawings and other documents, attend meetings or public hearings, arrange for engagement of specialist <i>Consultants</i> if required and assist <i>Client</i> in submission of application for:	N	A11.2	
.1	Zoning or Land Use Amendment:	N	A11.2	
.2	Committee of Adjustment or variance from by-laws:	N	A11.2	
.3	Site Plan Approval:	N	A11.2	
.4	Other Approvals: (list and describe)			
	Submit for Approvals to the cemeteries branch of the Ministry of Government and Consumer Services	Y	A11.1	
BIDDING/NEGOTIATION PHASE				
.20	Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria, receive responses from interested parties, prepare analysis spreadsheet and report results to <i>Client</i> for <i>Client's</i> decision.	N	A11.2	
.21	Multiple Bid Packages - Provide services and prepare multiple bid document packages in connection with alternative, separate or sequential bidding or negotiation of trade contracts.	N	A11.2	
.22	Issued for Construction Drawings - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.	N	A11.2	
CONSTRUCTION PHASE				
.23	Additional On-Site Representation – Provide extensive or full-time on-site review or representation.	N	A11.2	

3.1	ITEM	Service Provided:	Fee Reference:	Comments
.24	Multiple Contracts - Provide additional construction contract administration services in connection with Construction Management, Fast track or Design Build delivery.	N	A11.2	
.25	Multiple Phases - Provide services in connection with multiple phased occupancies.	N	A11.2	
.26	Client's Own Forces - Coordinate work performed by the <i>Client's</i> own forces and coordinate the services required in connection with construction performed and equipment supplied by the <i>Client</i> .	N	A11.2	
.27	Updated Drawings - Prepare Updated Drawings incorporating supplemental instructions, change orders and other changes issued during construction.	N	A11.2	
.28	Record Drawings - Prepare Record Drawings incorporating changes in the <i>Work</i> made during construction based on as-built drawings (marked-up prints), drawings, and other data furnished by the contractor to the <i>Architect</i> ; the accuracy of the information supplied by the contractor shall not be the responsibility of the <i>Architect</i> .	N	A11.2	
.29	Commissioning - Provide services related to commissioning in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training operation or maintenance personnel for operation and maintenance and consultation during operation	N	A11.2	
3.2	Upon recognizing the need to perform the following unforeseen Additional Services the <i>Architect</i> shall notify the <i>Client</i> with reasonable promptness explaining the facts and circumstances. The <i>Architect</i> shall not proceed to provide the following services until the <i>Architect</i> receives the <i>Client's</i> written authorization. Compensation shall be at hourly rates identified in Article A11 unless mutually agreed otherwise. This shall include providing services, reviewing, evaluating, revising or providing additional drawings or specifications including proposed change notices, change orders, change directives or other documents which are: .1 caused by instructions that are inconsistent with instructions or written approvals previously given by the <i>Client</i>, including revisions made necessary by adjustments in the <i>Client's</i> Program of Requirements or budget for <i>Construction Cost</i>; .2 required because of significant changes to the <i>Project</i>, including size, quality, complexity, the <i>Client's</i> schedule, or the method of bidding or negotiating and contracting for construction; .3 caused by the enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents; .4 caused by an interpretation by the authorities having jurisdiction which differs from the <i>Architect's</i> interpretation of statutes, regulations, codes and by-laws, which difference the <i>Architect</i> could not have reasonably anticipated; .5 due to changes required as a result of the <i>Client's</i> failure to render decisions in a timely manner; .6 in connection with evaluating substitutions proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting from them; .7 required to evaluate an extensive or unreasonable number or size of claims or requests for information (RFI's) submitted by the contractor or others in connection with the <i>Work</i>; .8 due to replacement of any of the <i>Work</i> damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work;			

- .9 made necessary by the default of the contractor, by major defects or deficiencies in the *Work* of the contractor, by failure of performance by either the *Client* or the contractor under the construction contract;
- .10 requested by the *Client* in connection with any mediation, arbitration proceeding, or legal proceeding; or
- .11 made necessary by the extension of the anticipated dates for construction described in Article A7.

GC4 CLIENT'S RESPONSIBILITIES

- 4.1 The *Client* shall provide full information regarding the requirements for the *Project* including the *Client's* *Project* objectives, constraints and criteria and a written Program of Requirements including spatial and functional requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- 4.2 The *Client* shall initially establish and periodically update a budget for the *Construction Cost* of the *Project* which includes *Contingencies* for (1) escalation, (2) design and (3) unforeseen changes during construction. If the *Client* significantly increases or decreases the budget for the *Construction Cost* the *Client* shall notify the *Architect*. The *Client* and *Architect* shall thereafter agree to a corresponding change in the *Project's* size and quality.
- 4.3 The *Client* shall provide information, surveys, reports and services as set out below, the accuracy and completeness of which the *Architect* shall be entitled to rely upon and such contracts for the provision of information, surveys, reports and services, whether arranged by the *Client* or the *Architect*, shall be considered direct contracts with *Client* unless explicitly provided otherwise:
 - .1 surveys describing physical characteristics, legal limitations and utility locations for the *Project* site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements, and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
 - .2 subsurface investigation and reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests, a list of and evaluations of *Toxic or Hazardous Substances or Materials* present at the *Place of the Work*, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations; and
 - .3 air and water pollution tests, tests for *Toxic or Hazardous Substances or Materials*, structural, mechanical, chemical, and other laboratory and environmental tests, inspections, laboratory and field tests and reports as required by the *Architect*, the *Architect's Consultants*, the authorities having jurisdiction or the construction contract documents.
- 4.4 The *Client* shall:
 - .1 authorize in writing a person to act on the *Client's* behalf and define that person's scope of authority with respect to the *Project* when necessary. In the absence of such naming of an authorized representative, the signatory to this contract is deemed to be the representative;
 - .2 review documents submitted by the *Architect* and give the *Architect* timely decisions for the orderly progress of the *Architect's* services;
 - .3 sign applications for permits as the owner, or if the *Client* is not the owner arrange for the owner to sign, and pay for the building permit and all other permits and development costs;
 - .4 immediately notify the *Architect* in writing if the *Client* observes or otherwise becomes aware of any fault or defect in the *Project* or any nonconformity with the requirements of the construction contract;
 - .5 engage *Consultants* identified in Article A10.2 of this contract under terms and conditions of other contracts that are compatible with this contract;

- .6 ensure that all *Consultants* engaged by the *Client* under other contracts carry professional liability insurance coverage;
 - .7 provide any legal, accounting and insurance counselling services as may be necessary at any time for the *Project*, including such auditing services as the *Client* may require to verify the contractor's applications for payment or to ascertain how or for what purpose the contractor uses the monies paid by or on behalf of the *Client*; and
 - .8 provide reports and appropriate professional recommendations of specialist *Consultants* if required by the *Architect*.
- 4.5 The *Client* agrees that, should the construction contract include provision that any dispute between the *Client* and the contractor may be finally resolved by arbitration, the construction contract shall include provisions satisfactory to the *Architect* that:
- .1 require the *Client* and contractor to notify the *Architect* in writing of any arbitration and of any matters in dispute that affect the *Architect*;
 - .2 provide that, upon receipt of the notice in GC4.5.1 above, the *Architect* shall have the option to participate in the arbitration as a party;
 - .3 provide that, in the event that GC4.5.1 and GC 4.5.2 above are not complied with, the *Client* and contractor agree to not pursue any claim against the *Architect* arising from matters resolved by the arbitration.

GC5 BUDGET, ESTIMATES AND CONSTRUCTION COST

- 5.1 The *Client's* budget for the *Construction Cost* is provided initially and may be adjusted throughout the *Project* as required under GC 4.2. Initial evaluations of the *Client's* budget for the *Construction Cost*, the preliminary *Estimate of Construction Cost* and updated *Estimates of Construction Cost* where prepared by the *Architect*, represent the *Architect's* judgement as a design professional. It is recognized however that neither the *Architect* nor the *Client* has control over the cost of labour, materials or equipment, over the *Contractor's* methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly the *Architect* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Client's* budget for the *Construction Cost* or from any *Estimate of Construction Cost* or evaluation prepared or agreed to by the *Architect*.
- 5.2 If at any time the *Architect's Estimate of Construction Cost* exceeds the *Client's* budget for the *Construction Cost*, the *Architect* shall make appropriate recommendations to the *Client* to adjust the *Project's* size, quality or budget for the *Construction Cost*, and the *Client* shall cooperate with the *Architect* in making such adjustments.
- 5.3 When engaged to provide *Estimates of Construction Cost*, the *Architect* shall be permitted to include *Contingencies* for (1) escalation (2) design and (3) unforeseen changes during construction. The *Architect's Estimate of Construction Cost* shall be based on current area, volume or similar conceptual techniques. If the *Client* requests detailed cost estimating services, the *Architect* shall provide such services as an Additional Service.
- 5.4 If the bidding or negotiation phase has not commenced within three months after the *Architect* submits the *Construction Documents* to the *Client*, the agreed *Estimate of Construction Cost* shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the *Construction Documents* to the *Client* and the date on which bids or proposals are sought.
- 5.5 If the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* the *Client* shall provide:
- .1 written approval of an increase in the budget for the *Construction Cost*, or
 - .2 authorization for re-bidding or re-negotiating of the proposal, or
 - .3 co-operation with the *Architect* in revising the *Project* size or quality as necessary to reduce the *Construction Cost*, or
 - .4 termination of this contract in accordance with GC 10 if the *Project* is abandoned.
- 5.6 If the *Client* proceeds under GC5.5.3, and the extent to which the lowest compliant bid or lowest negotiated proposal exceeds the latest agreed *Estimate of Construction Cost* by more than 15% and is not due to extraordinary market conditions or other factors not reasonably foreseeable by or under the control of the

Architect, then the *Client* may require the *Architect* to modify the *Construction Documents* or provide other services necessary to reduce the *Construction Cost* to within 15% of the latest agreed *Estimate of Construction Cost* for no additional fee. Such modification of the *Construction Documents* to that extent shall be the limit of the *Architect's* responsibility under GC5.5.3, and having made such modifications, the *Architect* shall be entitled to compensation in accordance with this contract, for all other services performed, whether or not the construction phase is commenced.

- 5.7 Where the latest agreed *Estimates of Construction Cost* referred to in GC 5.6 is provided by a *Consultant* engaged by the *Client*, modifications to the *Construction Documents* described in GC 5.6 shall be an Additional Service.

GC6 CONSTRUCTION PHASE SERVICES

- 6.1 The extent of the duties, responsibilities and limitations of authority of the *Architect* as the *Client's* representative during construction shall be modified or extended only with the written consent of the *Client* and the *Architect*.

- 6.2 When engaged for services during the construction phase the *Architect* shall:

- .1 be a representative of the *Client*;
- .2 advise and consult with the *Client*;
- .3 have the authority to act on the *Client's* behalf to the extent provided in this contract, have access to the *Work* at all times wherever it is in preparation or progress;
- .4 forward all instructions from the *Client* to the contractor;
- .5 have the authority to reject *Work* which does not conform to the construction contract documents, and whenever, in the *Architect's* opinion, it is necessary or advisable for the implementation of the intent of the construction contract documents, have the authority to require special inspection or testing of *Work*, whether or not such *Work* has been fabricated, installed or completed; and
- .6 have the authority to order minor adjustments in the *Work* which are consistent with the intent of the construction contract documents, when these do not involve an adjustment in the construction contract price or an extension of the construction contract time.

- 6.3 When engaged to provide payment certification, the issuance of a certificate for payment shall constitute a representation by the *Architect* to the *Client*, based on the *Architect's General Review* and on review of the contractor's schedule of values and application for payment, that the *Work* has progressed to the value indicated; that to the best of the *Architect's* knowledge, information and belief, the *Work* observed during the course of *General Review* is in general conformity with the construction contract documents and that the contractor is entitled to payment in the amount certified. Such certification is subject to:

- .1 review and evaluation of the *Work* as it progresses for general conformity as provided in the services described in this contract;
- .2 the results of any subsequent tests required by or performed under the construction contract documents;
- .3 minor deviations from the construction contract documents being corrected prior to completion; and
- .4 any specific qualifications stated in the certificate for payment.

- 6.4 The issuance of the certificate for payment shall not be a representation that the *Architect* has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract price, or that the contractor has discharged the obligations imposed on the contractor by law, or requirements of the Workplace Safety Insurance Board, or other applicable statute, non-compliance with which may render the *Client* personally liable for the contractor's default.

GC7 COPYRIGHT AND USE OF DOCUMENTS

- 7.1 Copyright for the *Architect's Instruments of Service* belongs to the *Architect*. The *Architect's Instruments of Service* shall remain the property of the *Architect* whether the *Project* for which they are made is executed or not, and whether or not the *Architect* has been paid for the services. Alteration of the *Architect's Instruments of Service* by the *Client* or any other person is prohibited without a written license from the *Architect*.

- 7.2 Submissions or distribution of the *Architect's Instruments of Service*, including all *Electronic Documents*, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Architect's* reserved rights.
- 7.3 The *Client* may retain copies of the *Architect's Instruments of Service*, including non-editable *Electronic Documents*, for information and reference in connection with the *Client's* use and occupancy of the *Project*.
- 7.4 Copies of the *Architect's Instruments of Service* may be used only for the purposes intended and for a one-time use, on the same site, and for the same *Project*, by this *Client* only and may not be offered for sale or transfer without the express written consent of the *Architect*. The *Architect's Instruments of Service*, including non-editable *Electronic Documents*, may be used for renovations, additions or alterations to this *Project*, but shall not be used for renovations, additions or alterations to any other project without a written licence from the *Architect* permitting the use of the *Instruments of Service* for such additional purposes.
- 7.5 As a condition precedent to the use of the *Architect's Instruments of Service* for the *Project*, all fees and reimbursable expenses, including all fees and expenses of suspension or termination, due to the *Architect*, are required to be paid in full.

GC8 LIABILITY OF THE ARCHITECT

- 8.1 The *Architect* carries professional errors and omissions liability coverage, and the policy is available for inspection by the *Client* upon request.
- 8.2 The *Client* agrees that any and all claims, whether in contract or tort, which the *Client* has or hereafter may have against the *Architect* in any way arising out of or related to the *Architect's* duties and responsibilities pursuant to this contract, shall be limited to coverage and amount of professional liability insurance carried and available to the *Architect* for the payment of such claims at the time the claim is made. Prior to the date of execution of this contract, if the *Client* wishes to increase the amount of the coverage of such policy or to obtain other special insurance coverage, then the *Architect* shall cooperate with the *Client* to obtain such increased or special insurance at the *Client's* expense.
- 8.3 The *Architect* shall be entitled to rely upon software and product information published by manufacturers and shall not be held liable for relying on information or representation which it reasonably believes to be accurate.
- 8.4 The *Architect* shall not:
 - .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the contractor, subcontractors, suppliers or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the construction contract documents;
 - .3 have control, charge, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the *Work*,
 - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, and
 - .5 be liable for the result of any interpretation or finding rendered in good faith in accordance with the construction contract documents.
- 8.5 The *Client* acknowledges that either the *Architect* or the *Client* may engage *Consultants* on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Architect* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of *Consultants* engaged by the *Client* identified in Article A10.2 or the *Consultants* described in GC 4.3 engaged on behalf of the *Client*. Nothing in this clause shall derogate from the *Architect's* duty of *Consultant Coordination*.
- 8.6 The *Client* shall not commence any claim or proceeding in contract, tort, breach of statutory duty or otherwise against any current or former employee, officer or director of the *Architect* arising out of negligent, wrongful or intentional acts, omissions or errors of such person pursuant to this contract.
- 8.7 The *Client* agrees that the *Architect* shall not be responsible in contract or in tort for any changes made by others to the *Architect's* design or the *Construction Documents*.

GC9 SUSPENSION OF SERVICES

- 9.1 If the *Client* lacks the financial ability or authority to proceed, the *Client* may give seven (7) days written notice to the *Architect* that the *Client* elects to suspend the *Architect's* services.
- 9.2 If any invoice submitted by the *Architect* remains unpaid by the *Client* for forty-five (45) days or more from the date the invoice was submitted, then the *Architect* may give seven (7) days written notice to the *Client* that the *Architect* will suspend services.
- 9.3 The *Architect* may suspend services on the *Project*:
- .1 if within seven (7) days of delivery of the notice in GC9.2, the *Client* has not paid the *Architect's* invoice, or the *Architect* and the *Client* have not agreed in writing on terms for payment of the invoice, or
 - .2 if construction of the *Work* proceeds in the absence of a building permit and without the chief building official dispatching building officials to the site or, if the *Architect* becomes aware of an action taken by the *Client* which violates applicable building codes or regulations.
- 9.4 In either of the events of GC9.3 the *Client* shall not have any claim whatsoever against the *Architect* for any loss, cost, damage, or expense incurred or anticipated to be incurred by the *Client* as a result of the suspended services.
- 9.5 The rights of the *Architect* given by GC9.3 are in addition to and not in substitution for any other rights the *Architect* may have under this contract or otherwise for non-payment of the *Architect's* invoices by the *Client*.
- 9.6 In the event of a suspension of services, the *Architect* shall not be liable for delay or damage as a result of the suspension of services. Upon suspension, the *Architect* shall submit an invoice for all services performed to the effective suspension date, together with reimbursable expenses and applicable taxes then due. Before resuming services, the *Architect* shall be entitled to payment, within thirty (30) days of the date that the invoice for suspension of services is submitted, for all suspension expenses as defined in GC9.7 and for all expenses for recommencement of services. The *Architect's* fees for the remaining services and time schedules shall be adjusted accordingly.
- 9.7 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Architect* is not otherwise compensated, including costs attributed to suspending the *Architect's* contractual and employee commitments.

GC10 TERMINATION OF SERVICES

- 10.1 This contract is terminated on the earliest of:
- .1 completion of the services
 - .2 termination in accordance with GC10.
 - .3 one year from the date of certification of *Substantial Performance of the Work*; or
 - .4 one year from the date of completion of the *Work*.
- 10.2 This contract may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 10.3 This contract may be terminated by the *Client* upon at least seven (7) days written notice to the *Architect* in the event that the *Project* is abandoned.
- 10.4 If the *Project* is suspended or abandoned in whole or in part for more than a total of sixty (60) days, it shall be deemed to be abandoned and treated in accordance with Article GC10.2.
- 10.5 In the event of termination, the *Architect* shall be paid, within thirty (30) days of the date that an invoice is submitted, for all services performed to the effective termination date, together with reimbursable expenses and applicable taxes then due, and for all termination expenses as defined in GC10.6.
- 10.6 Termination expenses are in addition to compensation for the *Architect's* services and include expenses directly attributable to termination for which the *Architect* is not otherwise compensated, plus an amount for the *Architect's* anticipated profit calculated as 10% of the value of the services remaining to be performed by the *Architect* or such other amount as may be mutually agreed.

GC11 PAYMENTS TO THE ARCHITECT

- 11.1 An invoice submitted by the *Architect* under this contract is due and payable when submitted to the *Client*. Payments for the *Architect's* services shall be made on account for invoices as described in Article A11 of this contract and, where applicable, shall be in proportion to services performed within each phase of the service.
- 11.2 The *Client* shall pay the *Architect* for all reimbursable expenses plus an administrative charge as identified in Article A13 of this contract.
- 11.3 Reimbursable expenses include the following actual expenditures, supported by receipts or invoices, incurred by the *Architect*, and the *Architect's Consultants* in the interest of the *Project*:
- .1 transportation in connection with the *Project* for authorized travel, e.g. for transportation, lodging and meals;
 - .2 communication and shipping, e.g. for long distance telephone calls and facsimile messages, courier service, postage and electronic conveyances;
 - .3 reproduction of *Instruments of Service*, photographs, and other documents;
 - .4 web-based project management services, specifically requested by the *Client*;
 - .5 fees, levies, duties or taxes for permits, licences or approvals from authorities having jurisdiction;
 - .6 premiums for additional insurance coverage or limits, including that of professional liability insurance, requested by the *Client* in excess of that normally carried by the *Architect* and the *Architect's Consultants*; and
 - .7 other *Project* related expenses approved by the *Client* prior to expenditure.
- 11.4 No deductions shall be made by the *Client* from amounts payable to the *Architect* on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the *Work* other than those for which the *Architect* is proven to be legally responsible or has agreed to pay.
- 11.5 Variance from the *Client's* budget for the *Construction Cost* established under this contract shall not constitute grounds for the *Client* to withhold fees due to the *Architect*.
- 11.6 When a percentage-based fee is used as the method for determining the *Architect's* fee, the basis for calculating the applicable portion of the fee for each phase of the *Architect's* services shall be based on Article A12 of this contract.
- 11.7 When a percentage-based fee is used and any parts of the *Project* are deleted or otherwise not constructed the *Construction Cost* shall be the *Estimate of Construction Cost* as determined by the *Architect*, or as agreed by the *Architect* if a cost *Consultant* is engaged, at market rates at the anticipated time of construction.
- 11.8 If and to the extent that the contract time initially established in the construction contract is exceeded or extended through no fault of the *Architect*, fees for services required for such extended period of the construction contract administration shall be adjusted and computed as set forth in Article A11 of this contract or as otherwise mutually agreed with the *Client*.
- 11.9 The *Client* shall pay to the *Architect*, together with, and in addition to, any fees and reimbursable expenses, value added taxes that are, or become, payable as required by legislation.
- 11.10 If this contract requires the *Architect* to provide services both before and after the commencement of the *Work* and the *Client* is retaining holdback pursuant to the Construction Lien Act (Ontario) from payments to the *Architect*, then, for purposes of the Construction Lien Act (Ontario), this contract shall be deemed to be divided into two (2) contracts, with the terms and conditions of this contract applying with necessary modifications to both deemed contracts as follows, with:
- .1 a contract for the provision of the *Architect's* services up to and including the commencement of the *Work*; and
 - .2 a contract for the provision of the *Architect's* services after the commencement of the *Work*.

GC12 MISCELLANEOUS CONDITIONS

- 12.1 The addresses for official notice shall be as stated in Article A2 and A3. Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing; or if sent by electronic conveyance during the transmission of which no indication of failure of receipt is communicated to the sender, deemed to have been received on the date of its transmission provided that if such day is not a working day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first working day next following the transmission thereof.
- 12.2 The *Architect* shall be entitled to sign the building by inscription, or otherwise, on a permanent, suitable and reasonably visible part of the building.
- 12.3 The *Architect* shall be entitled to include as part of the construction contract documents a provision to erect a sign identifying the *Architect* and the *Architect's Consultants* at the *Place of the Work*. In some instances the *Client* may also be represented on the sign. Graphics on the sign may also include a reproduction of a rendering of the *Project*.
- 12.4 If any provision of this contract is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this contract and the other provisions shall remain in full force and effect.
- 12.5 This contract shall be governed by the law of the Province of Ontario.
- 12.6 The *Client* and the *Architect* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this contract. Except as otherwise provided herein, neither the *Client* nor the *Architect* shall assign, sublet, or transfer an interest in this contract without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.
- 12.7 This contract represents the entire and integrated contract between the *Client* and the *Architect* and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may be amended only in writing signed by both the *Client* and the *Architect*.

GC13 OTHER TERMS OF CONTRACT:

The *Client* and the *Architect* agree as set forth in the following other terms:

This Agreement is to be read in conjunction with the Request for Proposal Document issued by the Corporation of the City of Sault Ste. Marie dated June 27, 2019 : File #2019CDE-CS-CM-02-P; and the Proposal response submitted by IDEA Inc on August 02, 2019, both of which are attached as reference documents to this Agreement.

This contract is entered into as of the day and year first written above.

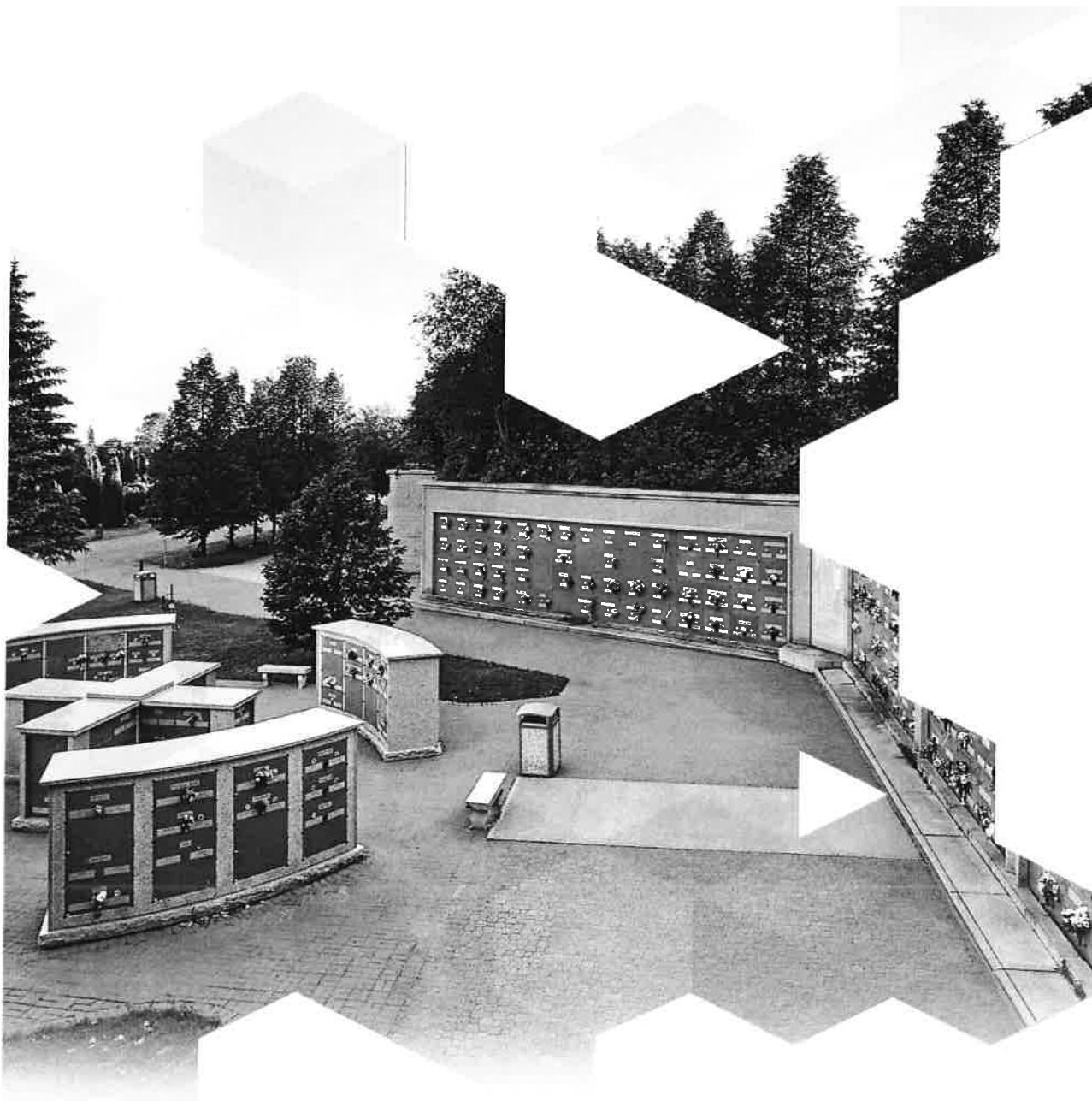
.....
CLIENT (Signature)

.....
Mayor - Christian Provenzano
(Printed name and title)

.....
ARCHITECT (Signature)

.....
FRANCO PASTORE - PRINCIPAL
(Printed name and title)

.....
City Clerk - Rachel Tyczinski



PROPOSAL FOR ARCHITECTURAL & ENGINEERING SERVICES

MAUSOLEUM EXPANSION
PHASE XV

FOR THE CITY OF SAULT STE. MARIE

AUGUST 2ND, 2019

PROPOSAL SUBMISSION

SECTION

IX

TABLE OF CONTENTS

SECTION A: LETTER OF INTRODUCTION	Page 4
SECTION B: FORM OF PROPOSAL.....	Page 6
SECTION C: PROPONENT'S RESPONSE	
• SUB-SECTION C.1 : SUMMARY.....	Page 10
• SUB-SECTION C.2 : COMPANY & CONSORTIUM BACKGROUND.....	Page 14
• SUB-SECTION C.3 : FEES.....	Page 42
SUB-SECTION C.4 : WORK PLAN & SCHEDULE.....	Page 51
SUB-SECTION C.5 & C.6 : TECHNICAL RESPONSE TIME & REFERENCES.....	Page 55
APPENDIX 1 : CURRICULUM VITAE - KEY PERSONNEL.....	Page 57

SECTION A

LETTER OF INTRODUCTION

IDEA

INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE

SECTION

A

LETTER OF INTRODUCTION



August 02, 2019

Purchasing Division – Finance Department
99 Foster Drive – Level 2,
Sault Ste. Marie, Ontario, P6A 5X6

RE: Expressions of Interest for Request for Proposal - Architectural and Engineering Services
Mausoleum Expansion Phase XV

Attention: Mr. Tim Gowans – Manager of Purchasing

Dear Sir,

IDEA Inc. is very pleased to provide the city of Sault Ste. Marie with this proposal for Professional Architectural and Engineering Services associated with Phase XV expansion of the municipal mausoleum located within the Holy Sepulchre Cemetery. We have assembled a highly experienced team that possess the complimentary skills and requisite expertise to deliver an integrated program for your project.

IDEA Inc. is a fully integrated architectural, interior design, mechanical / electrical engineering and project management firm. We will be providing the key disciplinary services, together with Tulloch Engineering whom will provide structural and civil engineering. Our team has significant experience in mausoleum design, and construction within Sault Ste. Marie. We have in-depth personnel resources, proven process for managing multiple complex projects and a collective belief in the integrated design process. Our team offers the unique benefits of recent project experience having master planned and designed the last 14 mausoleums at this cemetery. We have large firm resource depth, local proximity, a proven process for managing multiple complex projects, and a collective belief in the collaborative principles of the integrated design. In choosing IDEA Inc, you will gain:

- Committed partners that aim to understand the goals and challenges of your projects and then will provide excellence in service delivery to achieve exceptional results;
- The best designers who share a passion towards innovative design, and can think outside the box and know how to manage the risks associated with innovative design;
- The brightest designers who are thoughtful about the successful integration of architecture, engineering, and specialized systems design.

Our team has strong experience in municipal facility design and in particular, Mausoleums. Our combined knowledge, together with experiences gained and lessons learned on past mausoleum projects for the City of Sault Ste. Marie will prove to be a critical asset in the successful delivery of services. We Have Already Climbed the Learning Curve. Section C illustrates our accomplishments on relevant projects, including master plan and mausoleum projects for the City of Sault Ste. Marie.

To this end please accept this as our formal proposal submission. We also confirm that we currently do comply with the City's Pre-qualification Program, and will continue to into the future if and when required. We thank you for the opportunity.

Sincerely,

Franco Pastore, OAA NCARB AIA Lic. Mich.



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10-2004-0001-000001
10-2004-0001-000001

PAGE

4

SECTION B

FORM OF PROPOSAL

IDEA

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ENGINEERING + ARCHITECTURE

FORM OF PROPOSAL

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the Information to Proponents, attached to and forming a part of this proposal, hereby propose and agree to provide Architectural & Engineering Services for the Mausoleum Expansion XV at Holy Sepulchre Cemetery, 25 Fourth Line East, Sault Ste. Marie, ON as outlined in this Request for Proposal.

The Proposal response has been prepared in accordance with Ontario Association of Architects (OAA) Regulations. I/We understand that Proposals are not to be submitted that can be interpreted as violating OAA Codes.

The mandatory site inspection was made on THURSDAY JULY 18 2019 (state date and time). I/We understand that quotations submitted in the absence of the Site Inspection will not be considered.

I/We understand that the response for each solution proposed shall include five (5) copies labeled and signed, and in the required formats as outlined in the Request for Proposal.

I /We have attached the required Payment Schedule (HST extra), specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

It is hereby understood and agreed that upon acceptance and execution of this proposal by the Corporation of the City of Sault Ste. Marie, this form of proposal together with the terms and conditions hereto attached, shall constitute a valid binding contract between the parties hereto.

Form of Proposal (cont'd)

Architectural & Engineering Services – Mausoleum Expansion Phase XV

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This **"Form of Proposal"** must be completed, signed in ink with original signatures and seals, and returned as part of the Proposal submission to qualify.

IDEA INC.
NAME OF FIRM

(seal)

421 BAY ST E.
ADDRESS

SAULT STE. MARIE
CITY

P6A 1X 3
POSTAL CODE


SIGNING OFFICER SIGNATURE


WITNESS SIGNATURE (must be present if
Corporate Seal is not affixed to Form of Proposal)

FRANCO PASTORE
SIGNING OFFICER'S NAME (please print)

705 949 5291 ext 115
TELEPHONE NUMBER

FPASTORE@INTEGRATEDDESIGN.CA
CONTACT EMAIL ADDRESS

AUG 02 2019
DATE

SECTION C

PROPONENT'S RESPONSE

IDEA

INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE

SUB-SECTION C.1

SUMMARY



SUMMARY

Added Capacity through Partnership

We have significantly strengthened our capacity to provide thorough and cost-effective architectural and engineering service to the City of Sault Ste. Marie. IDEA Inc. will be supported by Tulloch Engineering. With a dedicated roster of the IDEA + Tulloch offices in Sault Ste. Marie, there will always be experienced staff members prepared to work full time on the project. Our expanded resources and increased contingent of architects, engineers, and technical staff provide guaranteed backup personnel from both firms in the event of unplanned or planned absences.

Both firms have extensive experience in mausoleum design and construction having been the architects and engineers of record on the Holy Sepulchre Cemetery Mausoleum expansion projects for the last 25 years. We bring solid mausoleum planning and design expertise.

PRIME CONSULTANTS:

IDEA

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ENGINEERING + ARCHITECTURE

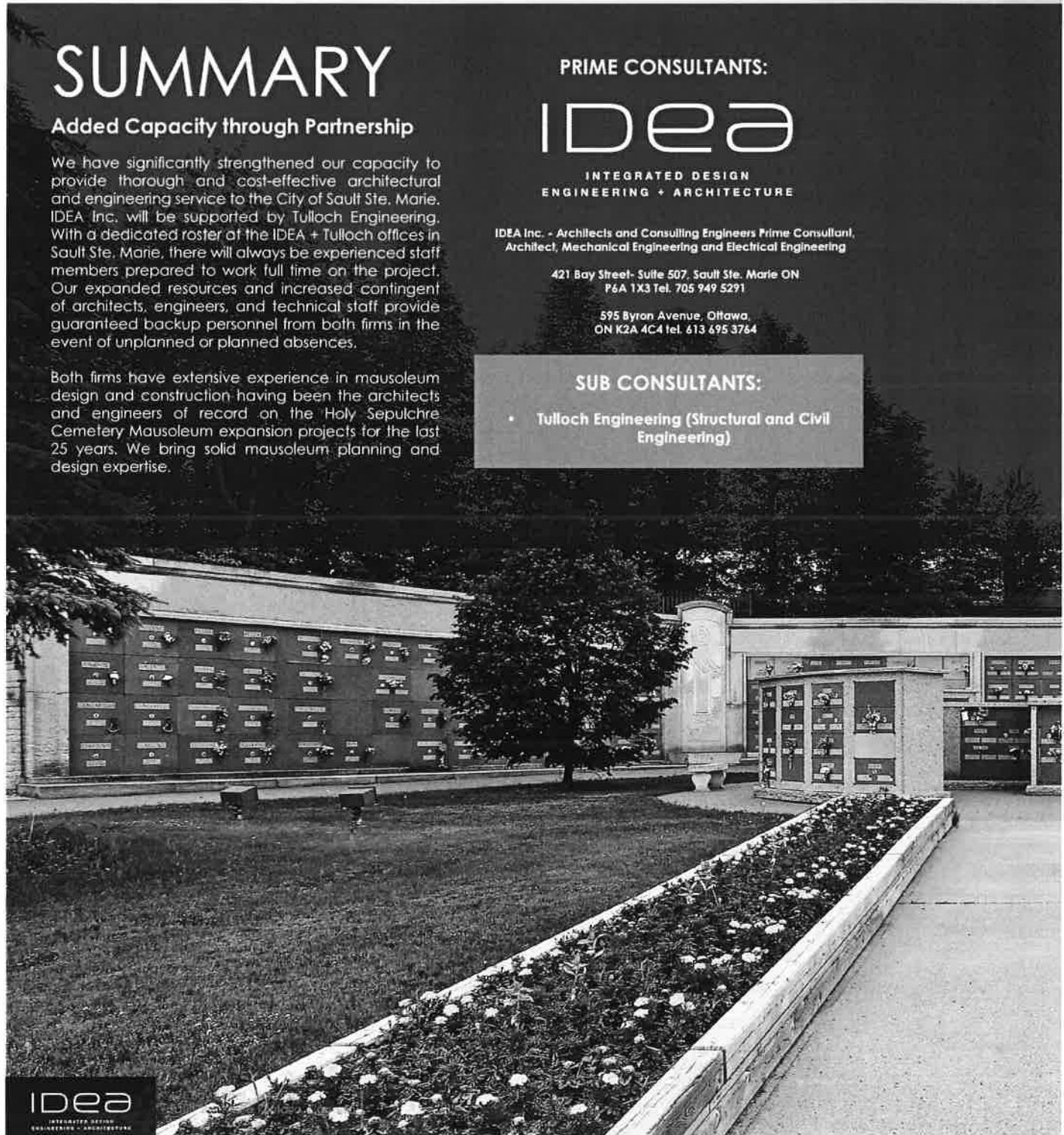
IDEA Inc. - Architects and Consulting Engineers Prime Consultant,
Architect, Mechanical Engineering and Electrical Engineering

421 Bay Street- Suite 507, Sault Ste. Marie ON
P6A 1X3 Tel. 705 949 5291

595 Byron Avenue, Ottawa,
ON K2A 4C4 Tel. 613 695 3764

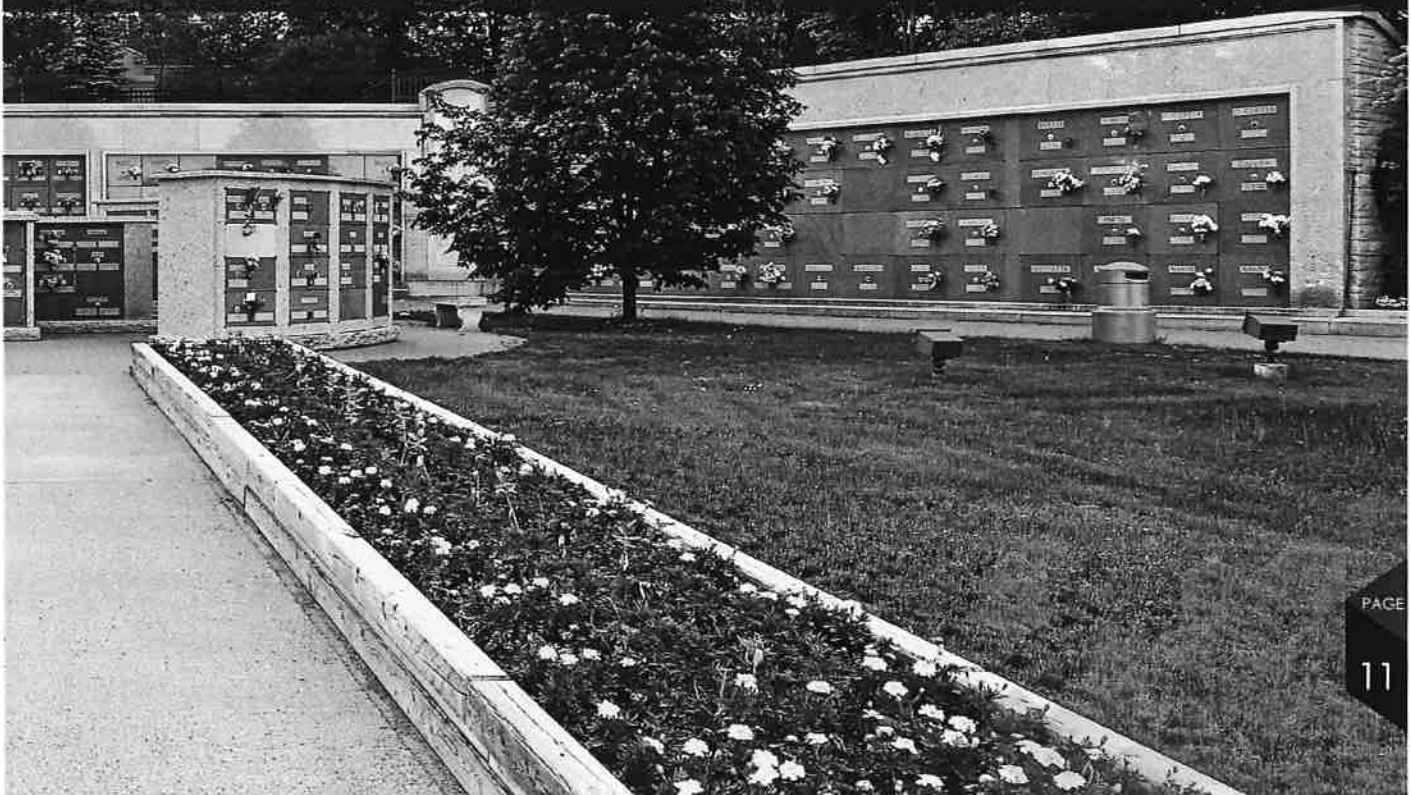
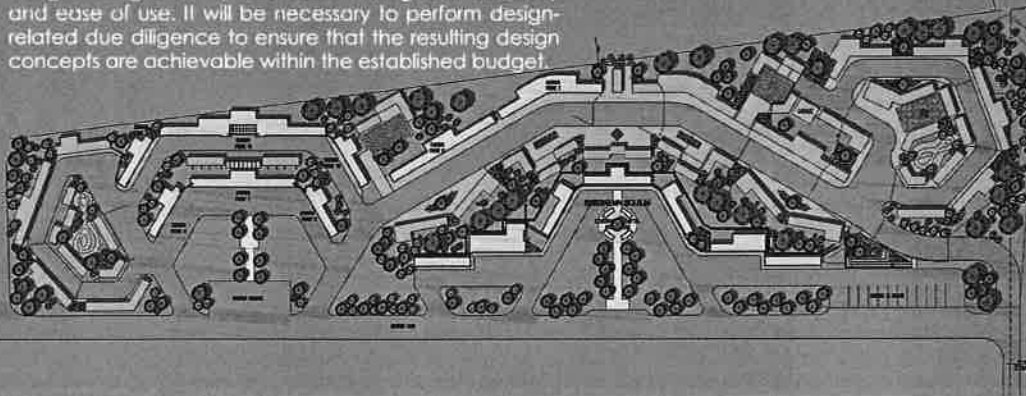
SUB CONSULTANTS:

- Tulloch Engineering (Structural and Civil Engineering)



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ENGINEERING + ARCHITECTURE

This project will result in the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery. The City hopes to achieve a design that upholds the beauty and aesthetics of the mausoleums already in place. The City prefers that the design will incorporate granite materials in use at previous phases of the Mausoleum. Preference will be given to crypt faces of Vermilion Pink granite and facing of Stanstead Grey granite. The goal is to balance this intention with economical/innovative design, along with improvements in long-term durability and ease of use. It will be necessary to perform design-related due diligence to ensure that the resulting design concepts are achievable within the established budget.



SECTION

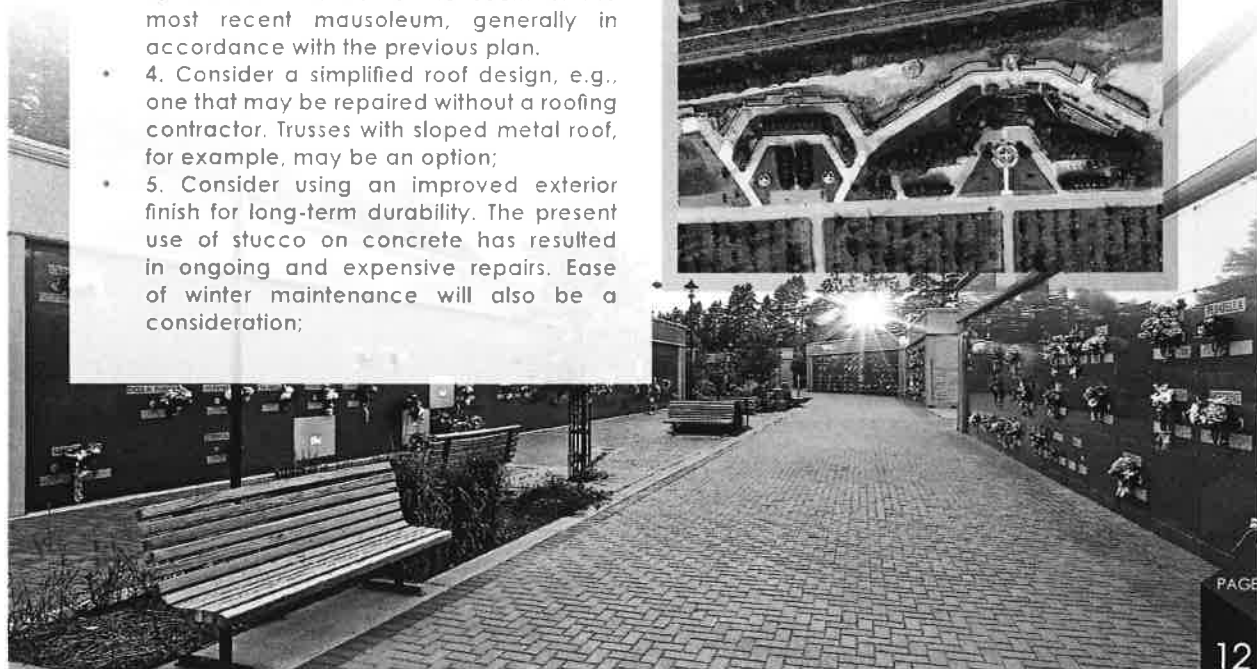
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PROPOSAL RESPONSE

UNDERSTANDING OF YOUR PROJECT: DESIGN OBJECTIVES

In the interests of cost savings, durability (long-term) of design, and user improvements, the following goals will be pursued through design and construction:

- 1. The City prefers that the approved design will consist of one (1) structure with four (4) rows of crypts. Needed inventory is 60 single crypts; and 60 companion crypts. For companion crypts, use the double-depth layout exclusively (no tandem). These numbers may be scaled back, reflecting pre tendering estimates;
- 2. The City serves a wide spectrum of clients and the approved design must maximize accessibility to all – compliance with all applicable legislation is required;
- 3. Location will be to the south of the most recent mausoleum, generally in accordance with the previous plan.
- 4. Consider a simplified roof design, e.g., one that may be repaired without a roofing contractor. Trusses with sloped metal roof, for example, may be an option;
- 5. Consider using an improved exterior finish for long-term durability. The present use of stucco on concrete has resulted in ongoing and expensive repairs. Ease of winter maintenance will also be a consideration;
- 6. Include paver brick and lighting (supply and installation);
- 7. Exclude trees, flower beds, soft landscaping and benches (these will be provided by the cemetery, post construction);
- 10. Exclude storage garage;
- 11. If electrical power is required (additional), note that qualified cemetery workers are available to complete the trenching (both open and cover) to either 4th Line or Peoples Road. Power connection from Peoples Road is preferred.



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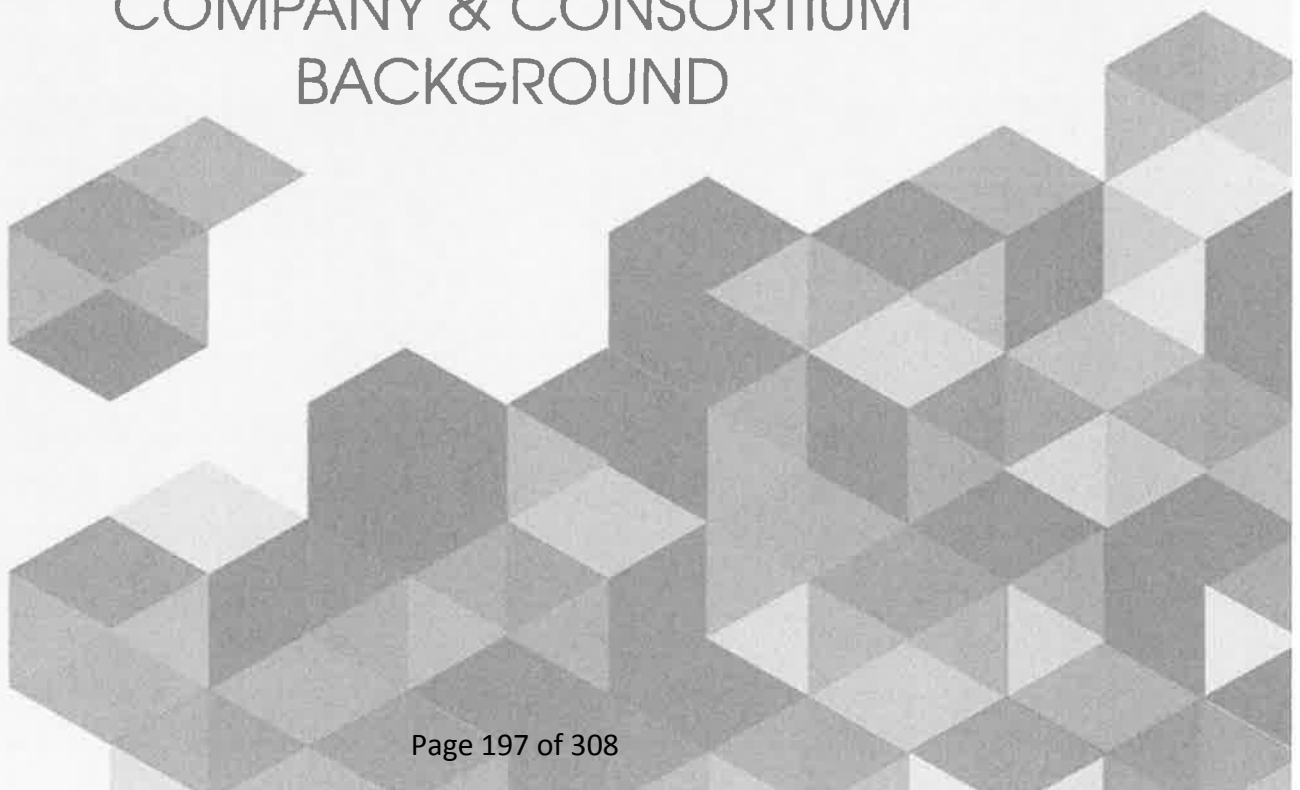
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idea
INTEGRATIVE DESIGN
ENGINEERING + ARCHITECTURE

4300 Midland Avenue, Suite 100
Scarborough, Ontario, Canada
M1V 4Y7
416.291.1111

SUB-SECTION C.2

COMPANY & CONSORTIUM BACKGROUND



SECTION

C

COMPANY & CONSORTIUM BACKGROUND

IDEA INC. BACKGROUND

IDEA INC. INTEGRATED DESIGN ENGINEERING AND ARCHITECTURE is a privately-owned corporation and holds: an Ontario Association of Architects - Certificate of Practice, and a Professional Engineers of Ontario - Certificate of Authorization. IDEA Inc. has licenses in Ontario, Michigan and in Alberta.

IDEA Inc. was originally founded during the early 1950's as an architectural practice. Over the years, the firm has grown into a full service, multi-disciplinary architectural, engineering, planning and interior design consulting firm. The firm has deliberately expanded to include key professional disciplines to offer its clients a wide range of technical expertise and thoughtfully integrated design solutions. IDEA currently provides consulting services for a multitude of project types including: educational, health care, residential, institutional, recreational, commercial, industrial, and cultural. IDEA's success on past projects has allowed the firm to expand provincially, nationally and internationally with completed projects throughout Ontario, Alberta, United States, and the Asia Pacific. IDEA Inc. has designed hundreds of buildings that are characterized as being "technologically sophisticated". They include buildings such as: the last 14 phases of mausoleums at the Holy Sepulchre Cemetery, Sault Area Hospital, GFL Centre Sports and Entertainment facility, Essar Hall Academic Wing at Sault College, the Health and Wellness Centre for Sault College, the student Hub at Sault College, Crawford Hall Teaching Laboratories at Lake Superior State University, the new St. Mary's College, Espanola French English Elementary School, Algoma Public Health (LEED@ Gold), Sault Ste. Marie International Bridge Plaza Redevelopment Project, the U.S. International Bridge Administration Toll Plaza, the new Thousand Island Border Crossing in Lansdowne Ontario, Malaysia Health Development Central and Regional Lab buildings, and many others. IDEA continues to focus its attention on serving clients with specialized facility needs.

idea

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ENGINEERING + ARCHITECTURE

idea
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21 Bay Street, Suite 507
Sault Ste. Marie, Ontario
S7N 3A5

MISSION

IDEA is committed to providing our clients with thoughtful rigorous and responsible design and building planning solutions. We believe that we provide a service; one which involves understanding, interpreting and delivering the service or design which best responds to our clients' needs. The process of design involves listening, discussing, exploring alternatives and creating solutions with the open involvement of our clients.

ACCOMPLISHMENTS

IDEA is respected for our expertise in the integration of technology into complex buildings, utilizing contextual architectural and engineering solutions which respect design and culture of that region. We are the designers of dozens of high performing facilities where we have seamlessly integrated leading edge sustainable technologies allowing for whole building enjoyment. Embracing sustainable technologies has allowed for the creation of engaging elements within the building that become focal points for sustainable discussion. Our work in this regard has been recognized with the successful accreditation of the Algoma Public Health facility as the first LEED Gold building in Sault Ste Marie. We have also received the Northern Ontario Award of Excellence from the Canadian Wood Council for the stunning use of heavy timber framing in the Batchewana First Nation Health Facility. Previous success's also included our entry in the World Bank sponsored design competition for the Malaysia Health Development Project. We were also represented on Team Canada's 1997 Trade Mission to South America as specialists in this building type. Later, in 2000 we became recipients of the 'Laboratory of the Year' for our involvement in Crawford Hall of Science (an educational facility located on the Lake Superior State University campus, in Michigan).



PAGE

14

SECTION

C

PROPOSER'S RESPONSE

INTEGRATED DESIGN:IDEA INC.

Integrated Design Process (IDP) is a collaborative method for designing buildings which emphasizes the development of a holistic design. The Integrated Design Process requires multidisciplinary collaboration, including key stakeholders and design professionals, from conception to completion. The building must be viewed as an interdependent system involving architectural, mechanical, electrical, structural, site etc. IDEA specifically chose to become an integrated design firm because we truly believe that the IDP results in a more complete, and well co-ordinated, building design solution for every project. It is a "value added" method of design delivery. As a result we have evolved into one of Ontario's leading provider of Integrated architectural and engineering design services. IDEA has been practicing as an integrated firm for almost 20 years. Its ownership group, consists of four partners that each have varying disciplinary backgrounds involving architectural, mechanical, electrical and building sciences. This is true testimony to our commitment to the Integrated Design Process. The firm has developed a reputation for its ability to seamlessly integrate technology into complex buildings. Based on a multi-disciplinary "in house" approach, IDEA specializes in the area of systems technology integration. IDEA has been responsible for the coordinated delivery of complete design services, including Architecture, Mechanical, Electrical, Structural, Civil, Landscape, Cost Consulting, LEED®, Code, Functional Programming, Master Planning, Infrastructure Technology, Furniture,



GFL CENTRE
Sault Ste. Marie,
Ontario

idea
INTEGRATED DESIGN
ENGINEERING & ARCHITECTURE

40-50a Street/Route 107
Sault Ste. Marie, Ontario, Canada
P6A 5G4

ARCHITECTURE STAFF COMPLIMENT

ARCHITECTURE

FRANCO PASTORE (PRINCIPAL)

DAVID K. COLE

KENNETH OLIVER (PRINCIPAL)

DEBBIE YATES

DINO DI SANO

LUC NUGENT

MATT GALLOWAY

DANICA LAU

LEAH GUERRA

CURTIS BERKENBOSCH

CHRIS WARNER-SMITH

KASEY CAMIRE

TIM STANLEY

ALI NAVIDBAKSH

BILL HALDENBY

MATTHEW BEAVER

BRITANY KIRBY

NALY JIMENEZ

PAGE

15

SECTION



PROPOSER'S RESPONSE

MECHANICAL ENGINEERING

The increased complexity of interior environmental control requirements, combined with today's emphasis on indoor air quality and effective energy management, call for even closer co-operation among various sub-system designers. We employ a team approach to achieve an end product which is in harmony with the building architecture, occupant comfort, health and operating efficiency goals.

The staff at **IDEA** possesses the training, experience and ability to assess system designs in pursuit of practical working solution delivery. This is accomplished by their 'hands-on' approach by our staff. This ensures that involvement in all activities correlates with the client's needs and design intent. All of our work combines the expertise of the mechanical and electrical engineers, working closely with the architects, to ensure an integrated system in which the various sub-systems complement each other.

ELECTRICAL ENGINEERING

We are surrounded by electrical systems. Typical systems design include power distribution, lighting, telephone and data communications, fire alarm, energy management, presentation lighting, sound, television, and security systems. All are important to the occupant's comfort, performance and safety. As such electrical systems must be integrated into the total building design and therefore **IDEA** strives for a unity of design, by co-ordinating these systems with architectural, mechanical and interior design concepts.

Typical projects include IT integration and feature lighting for 'The Very Best Meeting Results', electrical review and co-ordination of the electrical, display and feature lighting and security monitoring for the Sault Ste. Marie Casino specialty data and communications integration for both the Sault Ste. Marie Police and OPP Agencies, data systems design for Sault College Geomatics and Computer Departments, electrical design for commercial, office and laboratory applications, considerable work for Sault Area Hospitals and a multitude of other projects. **IDEA's** staff are also very familiar and have worked extensively with the various computer data network designers/providers locally and are prepared to work with your preferred vendor.

ENGINEERING STAFF COMPLIMENT

MECHANICAL ENGINEERING

JEANETTE BIEMANN (PRINCIPAL)

JUSTIN CAMPBELL

BENJAMIN OLIVER

ALEX CAMIRAND

ELECTRICAL ENGINEERING

RYAN CROWLE (PRINCIPAL)

SHANE LEVER

NICK FRAYN

ADMINISTRATION STAFF COMPLIMENT

ADMINISTRATION

RENEE BOIS

NATALIE MULLER

CHELSE DEAR

JORDAN MOFFATT

OUR COMPLETE SERVICES

IDEA provides the following services which can be delivered independently or as part of a comprehensive program:

- Comprehensive Architectural Design
- Mechanical Engineering
- Electrical Engineering
- Interior Design
- Master Planning
- Feasibility Studies
- Functional Planning
- Accessibility Evaluation and Design
- Building Code Analysis
- Building Conditions Assessments
- Furniture Fixture and Equipment Planning
- Interior and Exterior Way Finding and Signage
- Computer Modelling and 3d Visualization
- Cost Estimating
- Project Management
- LEED Facilitation and Evaluation
- Building Energy Audit

PAGE

16



401 New Street, Suite 201
Sault Ste. Marie, Ontario S7P 5K6
507-333-2001

SECTION

C

KEY PERSONNEL

PROPOSER'S RESPONSE

ARCHITECTURAL DESIGN - IDEA

FRANCO PASTORE

Principal, Director of Architecture

B. Arch, OAA, NCARB, AIA, Lic. Michigan

Mr. Pastore is a founding partner of IDEA and has over 25 years' experience as a lead architect and designer. His primary role is "principal in charge" of project development and design for a variety of the firm's more complex projects. Franco takes personal interest in the early stages of project planning and has been responsible for feasibility studies and the development of strategic master plans on various local and international projects. Franco has in-depth experience on many project types ranging from health care, institutional, educational, recreational, and residential. Significant project experience includes; the SSM International Bridge Crossing Canadian and US Plazas, Thousand Island border Crossing Canadian Plaza, Blue Water Bridge Border Crossing, the Essar Centre. A detailed list of his project experiences are noted in his CV. Franco is primarily responsible for overall project scoping, programming, design, schedule control, and cost management, but his responsibilities may also

We have provided a brief description of the key individuals whom will be involved on your project, their respective roles and detailed project experience. Please see Appendix 1 Curriculum Vitae for detailed descriptions.

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ENGINEERING + ARCHITECTURE

include production of construction documents and contract administration. As principal in charge, Franco was responsible for many of these projects overall schedules, cost management and control. Franco also retains expertise in Barrier-Free Design developed from his involvement in the award winning barrier-free reference manual and design involvement on the Special Needs Regional Resource Centre at Cambrian College and through his membership in the Sault Ste. Marie Accessibility Advisory Committee. Franco is currently licensed in the state of Michigan and has performed numerous projects in that state. He has represented the firm on various Trade Missions – Team Canada 1998 to Latin America, with the Prime Minister and the Provincial Premiers and Team Algoma 2000 to Ireland.

CURTIS BERKENBOSCH

B. Arch, OAA, NCARB

Curtis is an architect with IDEA and has over 10 years of experience on a variety of the firm's major projects. He is typically involved in management of architectural design, project scoping, programming, detailed design, schedule control, and cost management. His skills are adaptable and he has provided key contributions on a wide range of projects including healthcare, institutional, educational, recreational, residential and professional offices. Some of these projects include the Sault College IE3, SSM Canadian Bridge Plaza Redevelopment project, IBA Toll facility in SSM Michigan, the CBBA facility at Thousand Islands Border Crossing, St. Mary's College Catholic Secondary School, Tenaris Town Hall expansion project, Gilbertson Residence, and many private sector commercial developments. Curtis also participates in the production of contract documents and contract administration phases.

KEN OLIVER

Principal, Senior Project Coordinate

A. Sc.T., Technologist OAAAS

Ken is IDEA's Senior Project Coordinator, and a partner with IDEA Inc. He brings 25 years of experience from a variety of Architectural firms across Northern Ontario. While Ken's primary function with the firm is as Manager for the Production of Contract documents and Senior Project Coordinator, his responsibilities also include assisting the design principals with conceptual design through to and including construction contract administration. He has extensive experience with both public and private sector type projects, with the full range of contract types and a variety of building types. Ken has been involved on all of IDEA's major facility projects, managing the production of the contract documents and coordination of all major sub consultants' work. These projects include; the SSM Canadian Bridge Plaza Redevelopment project, the U.S. Toll Plaza, Thousand Islands International Border Crossing, Sault Area Hospital, Essar Centre, the West End Community Centre, and more.

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ENGINEERING + ARCHITECTURE



PROPOSAL RESPONSE

KASEY CAMIRE

Intern Architect B.Arch, M.Arch

Kasey is an Intern Architect with IDEA. She has been awarded the Azrieli Scholars Award in both years of graduate study for excellence in design and academic performance. She is the recipient of the AIA Henry Adams Medal and was recognized as the top-ranking student in the graduating class of 2014 at Carleton University. Kasey has over five years' experience in the architectural profession, located in Sault Ste. Marie and Ottawa, Ontario. She is currently enrolled in the OAA Intern Architect Program with the ultimate goals of completing her Architectural Registration in the Province of Ontario. Kasey is normally involved in the early design stages and is capable of generating detailed building information models using Revit Architecture, experience producing photo-realistic renderings and quality info-graphic material. Her key contributions include involvement in the Canadian Plaza Redevelopment at Thousand Islands Border Crossing, Sault Ste. Marie Airport Expansion Project, BP Health Professional Building, Master Plan for Ojibway Park, and the Canal District Master Plan.



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ENGINEERING + ARCHITECTURE

PAGE

18

MECHANICAL DESIGN - IDEA

JEANETTE BIEMANN

Principal, Director of Engineering Design
FEC., P. Eng., LEED AP BD + C, ASHRAE

As a Principal of IDEA Jeanette's specific role on this project will be to guide this team through the Integrated Design Process, and ensure that the proper coordination happens between the engineers and architects at the appropriate times. Her previous experiences on projects such as the St Mary's College and the Sault Area Hospital project, both with large consulting teams and diverse stakeholder groups have demonstrated her ability to facilitate effective communication and collaboration on large and complex institutional projects. She is a professional engineer specializing in Mechanical Engineering with a broad range of engineering experience, including the design of institutional, commercial, recreational and residential heating systems, ventilation and air conditioning, heat recovery and building automation systems. Mrs. Biemann's input has been critical in highly technical projects such as the SSM Canadian Bridge Plaza Redevelopment project, the CBSA

facility at Thousand Islands Border Crossing, the new St. Mary's College Secondary School, the Sault Area Hospital project, the Essar Centre, the Group Health Centre, Van Daele Manor LTC, Kirkland Lake LTC, the Hockey Heritage North and the Algoma Public Health (LEED Gold). **Jeanette is a LEED accredited professional** who has participated in reviewing and providing input on various projects to help improve the energy efficiency and overall sustainability of these building projects. Jeanette received the Fellowship award from Engineers Canada in 2014 for exceptional contributions to the profession of Engineering in Canada. Jeanette is very involved with the engineering profession and is currently on the Board of the Algoma Chapter of the Professional Engineers of Ontario and Associate member of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) and a Volunteer Judge for the local School Boards Robotics League.

MECHANICAL SUPPORT - IDEA

BEN OLIVER

Mechanical Engineer, P.Eng., MBA

Ben is a Professional Engineer who has quickly excelled as a highly technical mechanical design engineer. He worked as a summer intern with IDEA for five consecutive years. During this time he had the opportunity to work on all aspects of project development including a significant time spent in the field assisting with construction reviews. After graduation, Ben worked with Chorley + Bisset Ltd in London ON for 4 years before rejoining the IDEA team in 2017.

Ben has experience in mechanical engineering design of a variety of project types including institutional, academic and healthcare. In recent years, he has focused his efforts on flow modeling and analysis of large heating and cooling systems. He is fluent in modeling utilizing AFT Fathom and Arrow to model piping systems for dynamic system analysis and as a system sizing tool. He has recently modeled the North and South Chiller Plants and distribution systems at Western University in London, the Chilled water system at Carleton University in Ottawa, and the heating plant for the Ontario Police College in Aylmer.

Ben is actively involved in ASHRAE, and currently serves as the Regional Vice Chair for Student Activities for ASHRAE Region 2 and is a voting member of the Student Activities, Grants and Post High School Committees at the ASHRAE society level.

SECTION



PROPOSER'S RESPONSE

RYAN CROWLE

Principal, Project Manager
ME, CFAA, ASHRAE

Mr. Crowle is a Principal at IDEA and has approximately 15 years of experience in the Design and Construction Industries. The majority of his experience is as a Project Manager, Contract Administrator and Mechanical & Electrical Systems Designer, but he has also worked extensively in the Commercial and Industrial and Residential, Construction Industry as a Tradesman and Quantity Surveyor. This combination has provided him with the unique insight required to properly evaluate and manage construction contracts. As director of operations at IDEA, Ryan's responsibilities encompass the entire range of design and construction from



the Proposal Stage to Project Completion and beyond. Ryan specializes in electrical, security and I.T.S. systems design. Ryan is currently the principal project manager for the Thousand Island Canadian Plaza Redevelopment project as well as manager of Contract Administration for the SSM Canadian Bridge Plaza Redevelopment project. Other recent projects include the new Sault Area Hospital, Van Daele Manor LTC, Kirkland Lake LTC, East End Wastewater-New Facility, St. Mary's College, Algoma Public Health, West End Community Centre, Bell Canada Generation Plant, and Kirkland and District Hospital - Mechanical Plant Retrofit.



ELECTRICAL SUPPORT- IDEA



SHANE LEVER

A. Sc. T, OACETT, Associate IES, Electrical
Designer

Shane is a qualified professional engineering technologist with over 10 years' experience at IDEA. He is an OACETT accredited professional and associate member of the Illuminating Engineering Society of North America. Shane is currently in the process of acquiring his Lighting Certified (LC) credential issued by The National Council on Qualifications for the Lighting Professions (NCQLP). His strongest skills are in the areas of detailed electrical system design and production of construction documents for power distribution, emergency power supplies, fire alarms, security and building control systems integration.

He is particularly skilled in lighting design, having proven experience selecting appropriate lighting levels and fixture types to suit IESNA design guidelines to maximize energy efficiency and user comfort. Shane also performs lighting design modeling to ensure conformance with LEED light pollution trespass restrictions. These designs are typically "intelligent systems" involving occupancy sensors, automated lighting control relay panels, continuous dimming, and daylight harvesting. Shane has been involved in technically sophisticated projects such as the Canadian Plaza Redevelopment Project for the Sault Ste. Marie International Border Crossing, Thousand Islands Canadian Plaza Redevelopment Project, the new Sault Area Hospital project, the Essar Centre, Hockey Heritage North, Essar Hall, St. Mary's College, Northern Community Centre and the Algoma Public Health (LEED Gold).



10100 Highway 101, Unit 101
Sault Ste. Marie, Ontario S7P 3K1
Canada
Tel: 705.944.1111
Fax: 705.944.1112
Email: info@idea.ca

SECTION

A

PROPOSAL RESPONSE



LOCAL EXPERTISE

IDEA Inc., being situated in Sault Ste. Marie, has implemented thousands of projects in this community, many of which were for the Corporation of the City of Sault Ste. Marie (Essar Centre, the John Rhodes Community Centre, the Northern Community Centre, Algoma Public Health and the Municipal Mausoleum). In almost all cases, the development of such projects involved direct consultation with the City of Sault Ste. Marie in order to establish Ontario Building code compliance strategies with the local building department, to satisfy Site Plan Control issues or to execute Development Control Agreements. We are very familiar with the various departments and individuals which represent the authorities having jurisdiction on design, development and construction.

LOCAL PRESENCE

We are locally minded professionals with global experience. Our company lives and works in Sault Ste. Marie, but practice throughout Ontario, Western Canada and the Northern United States. We consider Sault Ste. Marie to be our primary market and conduct more than 80% of our business activity here. IDEA Inc. is committed to maximizing local and regional expertise, as it is important to have good working knowledge of the local construction industry, availability of resources, costs, etc. More than anything else, we are able to respond quickly and immediately throughout the course of a project either for meetings and or in the field for site inspections.



PAGE

21

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425 Bay Street, Suite 601
Sault Ste. Marie, Ontario, Canada
T6H 2G7
1-781-942-2271

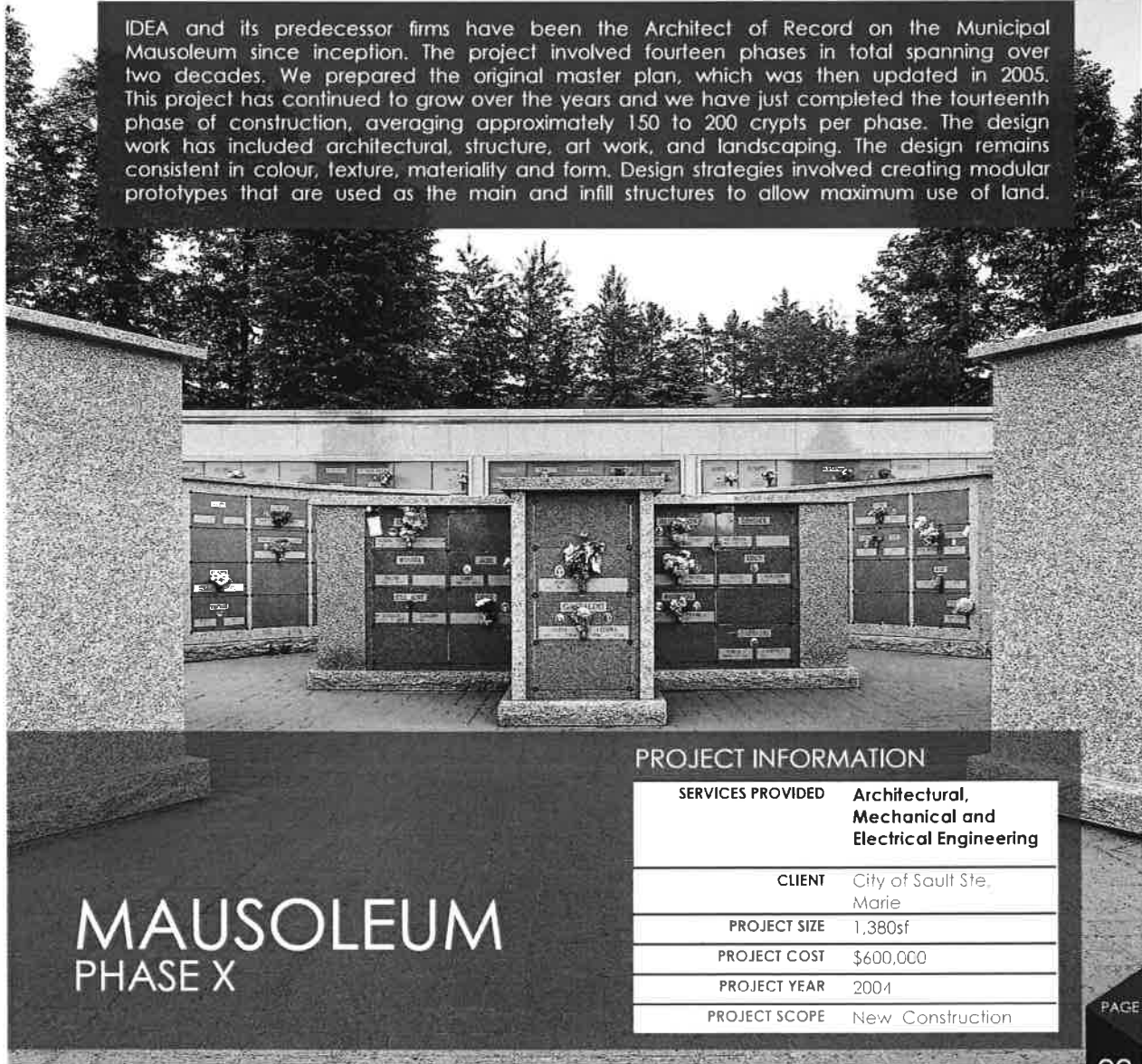
SECTION

C

PROPOSAL RESPONSE

IDEA'S LONG HISTORY WITH THE CITY OF SAULT STE. MARIE MAUSOLEUMS

IDEA and its predecessor firms have been the Architect of Record on the Municipal Mausoleum since inception. The project involved fourteen phases in total spanning over two decades. We prepared the original master plan, which was then updated in 2005. This project has continued to grow over the years and we have just completed the fourteenth phase of construction, averaging approximately 150 to 200 crypts per phase. The design work has included architectural, structure, art work, and landscaping. The design remains consistent in colour, texture, materiality and form. Design strategies involved creating modular prototypes that are used as the main and infill structures to allow maximum use of land.



MAUSOLEUM
PHASE X

PROJECT INFORMATION

SERVICES PROVIDED	Architectural, Mechanical and Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	1,380sf
PROJECT COST	\$600,000
PROJECT YEAR	2004
PROJECT SCOPE	New Construction

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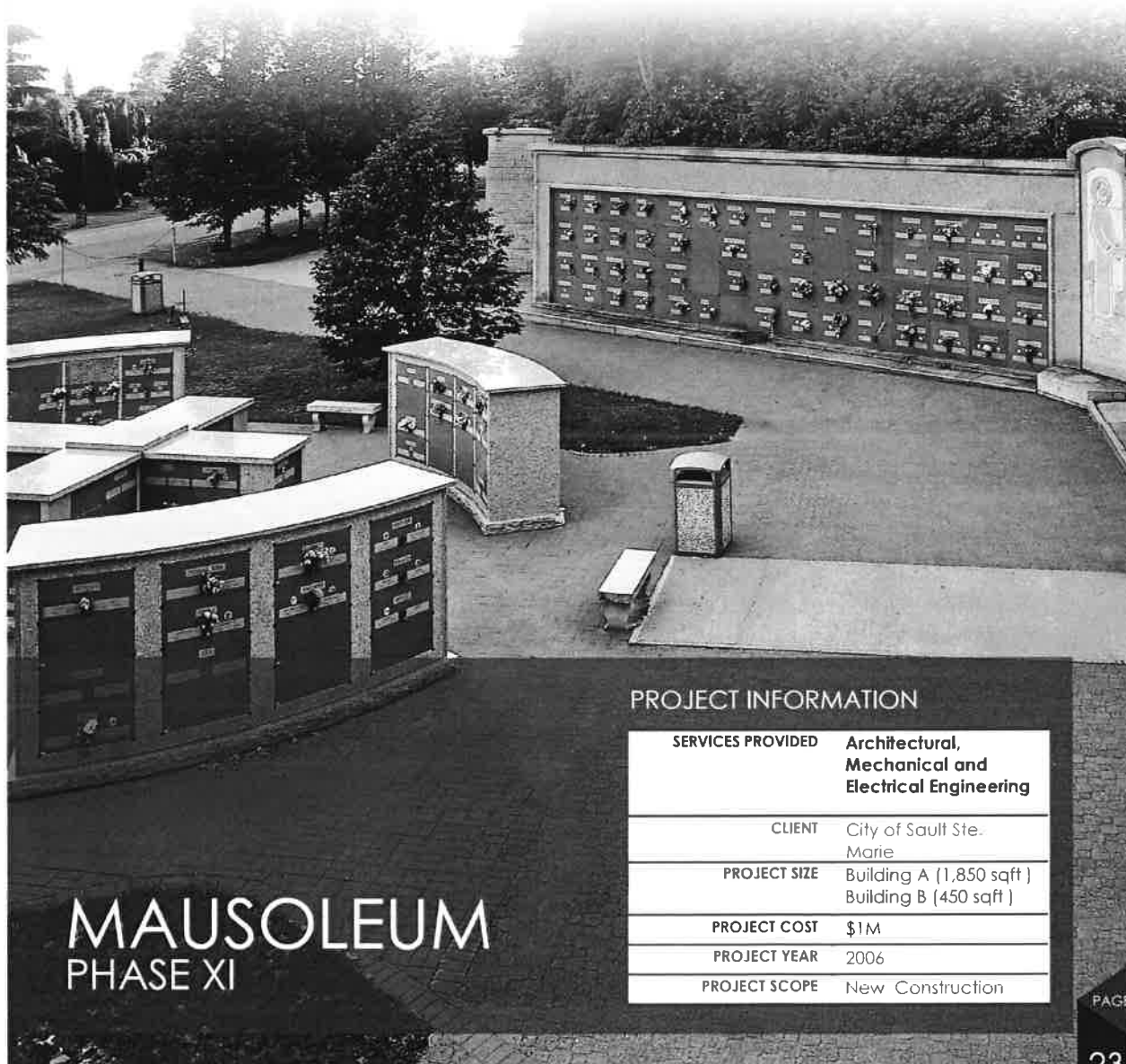
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IDEA INC. INTEGRATED DESIGN ENGINEERING + ARCHITECTURE

437-430 (New, Lower)
437-430 (New, Lower)
437-430 (New, Lower)
437-430 (New, Lower)

C



SECTION

C

PROPOSAL RESPONSE

MAUSOLEUM PHASE XII



PROJECT INFORMATION

SERVICES PROVIDED	Architectural, Mechanical and Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	1,500sf
PROJECT COST	\$510,000
PROJECT YEAR	2009
PROJECT SCOPE	New Construction

MAUSOLEUM PHASE XIII



PROJECT INFORMATION

SERVICES PROVIDED	Architectural, Mechanical and Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	1,250sf
PROJECT COST	\$625,000
PROJECT YEAR	2011
PROJECT SCOPE	New Construction

MAUSOLEUM PHASE XIV



PROJECT INFORMATION

SERVICES PROVIDED	Architectural, Mechanical and Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	1,150sf
PROJECT COST	\$780,000
PROJECT YEAR	2015
PROJECT SCOPE	New Construction

PAGE

24



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10000 Highway 100, Suite 100, Sault Ste. Marie, MI 49783
 Phone: (907) 833-1111 Fax: (907) 833-1112
 Email: info@idea-inc.com Website: www.idea-inc.com

SECTION

C

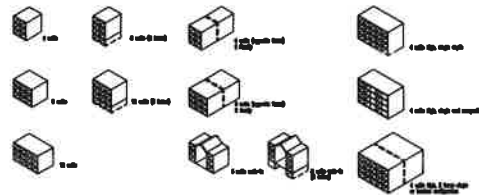
PROPOSAL RESPONSE

MAUSOLEUM MASTER PLANNING

SAULT STE. MARIE, ONTARIO



IDEA was engaged in 2005 to review and develop an updated Master Plan for the expansion of the municipal mausoleum located at the Holy Sepulchre Cemetery in Sault Ste. Marie. The study looked at the most effective way to use unoccupied lands adjacent and within the existing mausoleum. A variety of modular mausoleum units were conceived that could be implemented relative to the site area that was available. In cases where infill amongst the existing mausoleum footprint was being contemplated, a smaller module would be used. The small modules allowed for family groupings as opposed to the traditional individual crypts that had previously been developed. Project components involved 16, 32, 64, 128, and 150 modular mausoleum units



PROJECT INFORMATION

SERVICES PROVIDED	Architectural, Master Planning
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	N/A
PROJECT COST	N/A
PROJECT YEAR	2005
PROJECT SCOPE	Master Plan

with single and companion crypts. A network of access roads, and service garages were also incorporated together with pedestrian walkways and landscaped nodes for gathering and reflection. This mausoleum continues to intensify. The master plan provided the city with a strategic road map to grow as well as to maximize efficient use of available land contained within the existing mausoleum footprint itself.

SECTION

C

PROPOSAL'S RESPONSE

GFL CENTRE

SAULT STE. MARIE, ONTARIO

The GFL Centre is a Multi-Use Sports and Entertainment Complex that replaced the historical Memorial Gardens as the city's primary event facility. It is home to the Sault Greyhounds hockey club, hosts concerts, conventions, celebrations, etc. Located in the City's downtown, the exterior design is sensitive to surrounding two-storey buildings. Large windows at street level animate the building during evening events. It contains approximately 5000 seats with a total capacity of approximately 6000 during office events. The GFL Centre has won numerous community facility awards.



PROJECT INFORMATION

FIRM ROLE	Prime Consultant
SERVICES PROVIDED	Architectural and Mechanical/Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	45,000 ft ²
PROJECT TYPE	Sports and Entertainment Complex
COMPLETION DATE	2005
PROJECT BUDGET	\$25 M. CDN



PAGE

26

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1000 10th Avenue, Suite 1000

Winnipeg, Manitoba R2S 2Y2

TEL: 204.782.1234 FAX: 204.782.1235

SECTION

C

PROPOSAL RESPONSE

WEST END COMMUNITY CENTRE

SAULT STE. MARIE, ONTARIO

This building contains the school's new gymnasium, 1500 spectator seats, running track, weight rooms, student council, a new restaurant / bar lounge, and the College's Athletic department. It is intended to be an iconic building, reinforcing the College's brand and commitment to healthy living and personal well being. The spaces are flexible so that the building serves both college and community needs. The facades are transparent so that surrounding outdoor spaces are visually connected from within, as well, energized by the building's social and athletic activity.

PHOTOGRAPHY OF HEALTH
AND WELLNESS BUILDING
SAULT STE. MARIE, ONTARIO



PROJECT INFORMATION

FIRM ROLE	Prime Consultant
SERVICES PROVIDED	Architecture
CLIENT	Sault College
PROJECT SIZE	45,000 sq.ft.
PROJECT TYPE	Sports and Recreation Complex
COMPLETION DATE	2013
PROJECT BUDGET	\$12 M CDN



PAGE

27

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SECTION

C

PROPOSAL RESPONSE

JOHN RHODES COMMUNITY CENTRE

SAULT STE. MARIE, ONTARIO

This building was named the indoor venue for the 2000 Ontario Winter Games. It is also the second stage expansion to the John Rhodes Community Centre, and is characterized by its curved sloping roof. The overall complex contains a twenty five meter pool, competition pool, lap pool recreation area, dressing rooms, community meeting rooms and a field house. The complex has a separate entrance lobby so that it can operate independently from hockey operations next door. The two facilities are also interconnected and share mechanical and electrical infrastructure and architectural finishes.



PROJECT INFORMATION

FIRM ROLE	Prime Consultant
SERVICES PROVIDED	Master Planning, Architectural and Mechanical/Electrical Engineering
CLIENT	City of Sault Ste. Marie
PROJECT SIZE	45,000 ft ²
PROJECT TYPE	Sports and Recreation Complex
COMPLETION DATE	2000
PROJECT BUDGET	\$20 M CDN



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PAGE

28

SECTION

C

PROPOSAL RESPONSE



SUB-CONSULTANT IDENTIFICATION

TULLOCH

TULLOCH ENGINEERING: STRUCTURAL + CIVIL ENG.

With clients across North America, Tulloch Engineering Inc. is a well-established consulting engineering firm in Ontario. Our ambition is to provide a better life for the communities around us. Our employees are dedicated to one aim: to design and build world-class infrastructure and natural environments by providing a full range of integrated consulting services.

We have embraced this purpose by adhering to our core values. We treat our clients with the goodness and respect that characterizes the work we do. We strive for the highest standards in client and colleague relationships. We are dedicated to fostering long-term working relationships built on mutual respect and superior performance.

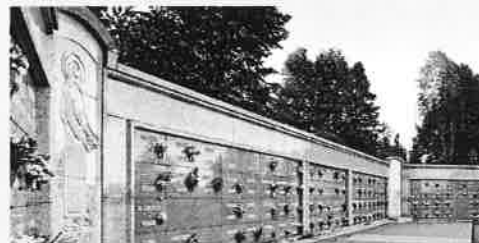
Shaped from several of Ontario's finest engineering, environmental and geomatics companies, TULLOCH offers clients unrestricted access to a deeply knowledgeable and integrated team of professionals. Simply put, our staff is the reason for our success. With a passion for tackling large-scale challenges, we cultivate a collaborative team approach.

Tulloch Engineering Inc. appreciates the complex challenges that clients face in dealing not only with consultants, the public, and community stakeholders, but also with provincial and federal governmental agencies while carrying out a range of projects. Our widespread work for a variety of Clients includes the planning, design, and construction management of infrastructure facilities including buildings, roads, landfill design and monitoring, drainage and hydrology, wastewater collection and treatment, as well as water supply and treatment. We appreciate the opportunity to assist clients in achieving their maximum potential.

We are dedicated to fostering long-term partnerships built on mutual respect and outstanding performance. Our goal is to make every project an ongoing success from design to construction, bringing projects to completion on time within sensitive budgetary constraints.

Tulloch Engineering is a multi-disciplinary engineering firm with services in civil engineering, environmental studies, geomatics engineering, LiDAR and mapping services, transportation engineering, geotechnical engineering, structural engineering and forestry engineering. TULLOCH has grown to employ over 300 technical and professional staff. We have offices in Sault Ste. Marie, Thessalon, Elliot Lake, Espanola, Sudbury, Parry Sound, Huntsville, Ottawa, Hamilton and Thunder Bay as well as temporary construction sites across the country established on an as needed basis to manage specific projects.

Tulloch Engineering is owned by the Tulloch Family. Founded by Mike Tulloch 26 years ago, the company is now guided by sons & principal owners Mark Tulloch, M.A.Sc., P.Eng, OLS (Chief Executive Officer) and Dave Tulloch, P.Eng, OLS, MBA (Sudbury Branch Manager). Larry Jackson, P.Eng, is the firm's General Manager, operating from the Sault Ste. Marie office and overseeing engineering activities for all offices.



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PAGE

29

ALVIN E. OLAR

(heavy industrial, commercial, residential), structural load testing, project management, quality assurance/quality control, engineered crane lifts, structural condition surveys, asset management, reserve fund studies, geotechnical service, and environmental engineering.

COLE R. HOWSON

Don is an engineering technologist with 15 years of experience providing structural and building design/drafting services. His experience extends from heavy industrial to residential and also includes project management and engineered crane lifts.

CIVIL ENGINEERING: KEY PERSONNEL

JOSH LELIEVRE

Josh is a Project Manager at TULLOCH Engineering and is responsible for managing a variety of Civil Development projects from initial conception through to construction. Josh has over 15 years' experience and has completed numerous assignments that include land development, road design, storm and sanitary sewers, waterworks systems, stormwater management and hydrologic and hydraulic studies.



DAN MOODY

Don is an engineering technologist with 15 years of experience providing structural and building design/drafting services. His experience extends from heavy industrial to residential and also includes project management and engineered crane lifts.



PROPOSAL RESPONSE



Municipal Mausoleum Phase XIV - 2015

Greenwood Cemetery, Sault Ste. Marie, ON

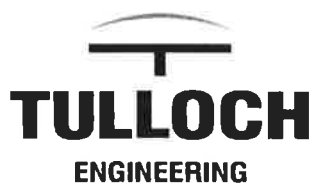
Client Reference: Mr. Franco Pastore, OAA – Principal, IDEA

Key Staff: Alvin Olar, MASC, P.Eng, Garr Smith, CET

Scope of Work:

Completed foundation design, structural design, and general review during construction.

Approximate Construction Value: \$850,000



project summary

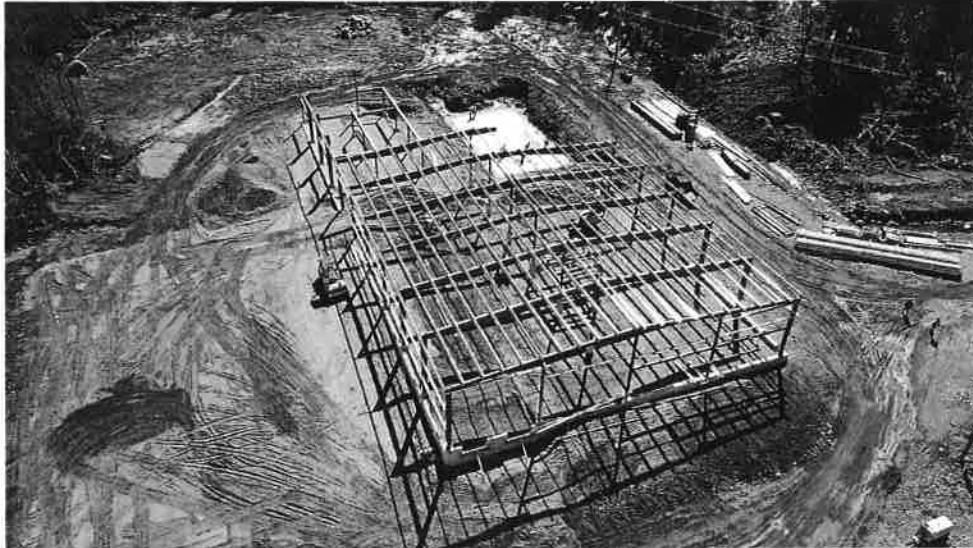


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SECTION



PROPOSAL RESPONSE



Black Bird Maple Syrup Processing Facility

6062 Highway 17 North, Goulais River, ON

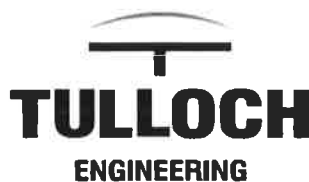
Client Reference: Mr. Michael Moore, President

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Tyler Moody, A.Sc.T.

Scope of Work:

Complete geotechnical study, foundation and precast slab design for a pre-engineered, 20,000 sq. ft. maple syrup processing facility.

Approximate Design Fees: \$75,000.00



project summary



112-804-7777
2500 Highway 17 North, Goulais River, ON
N0G 1A0

PAGE

32



PROPOSAL RESPONSE



Sault College of Applied Arts and Technology – Waterfront Centre

St. Marys River Waterfront, Sault Ste. Marie, ON

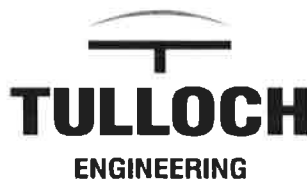
Client Reference: Mr. Trevor Rising, P.Eng – Director Physical Resources

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Matt Kirby, P.Eng.

Scope of Work:

Completed foundation design, structural design, civil design, general review during construction and materials testing/inspection for a 5,000 square foot multi-use educational facility and a 5,000 square foot storage garage.

Approximate Design Fees: \$80,000



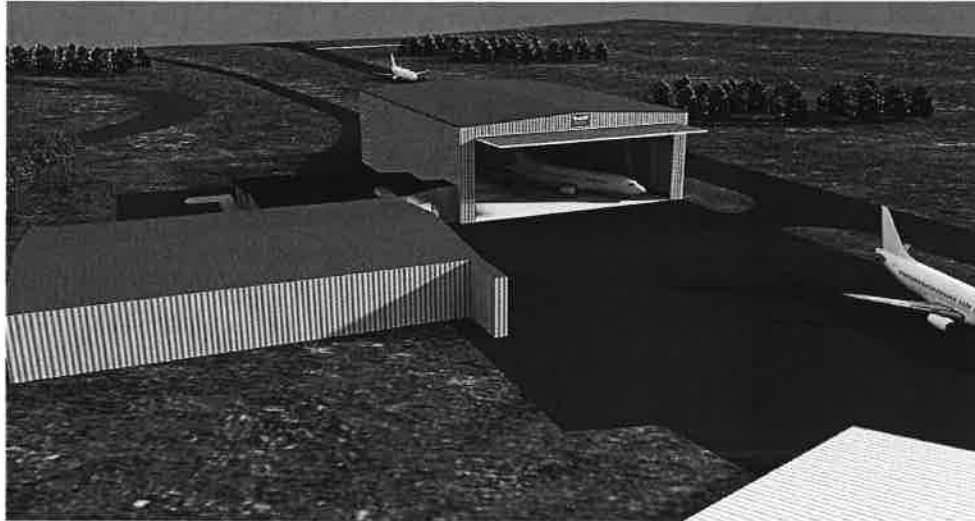
project summary



1000 Highway 100, Suite 100
Sault Ste. Marie, Ontario, Canada
P6A 1A1



PROPOSAL RESPONSE



Springer Aerospace

Barr River, ON

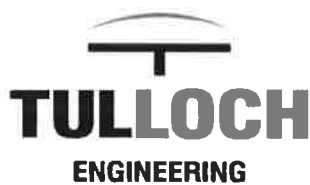
Client Reference: Mr. Michael Moore, President

Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Tyler Moody, A.Sc.T.

Scope of Work:

Complete geotechnical study, foundation and building envelope design for a pre-engineered, 20,000 sq. ft. aircraft hangar and 5,000sf. Office space.

Approximate Design Fees: \$60,000.00



project summary

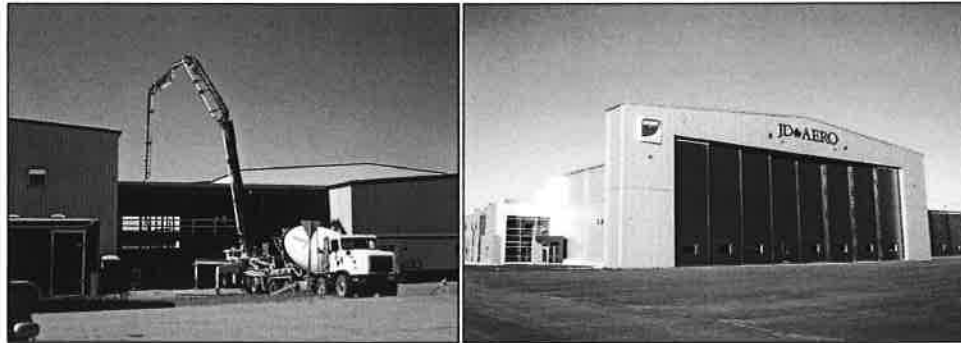


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SECTION

C

PROPOSER'S RESPONSE



JD Aero Maintenance

Sault Ste. Marie Airport, Sault Ste. Marie, ON

Client Reference: Mr. Terry Bos, President & CEO

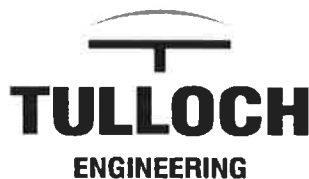
Key Staff: Cole Howson, P.Eng, Dan Moody, A.Sc.T., Matt Kirby, P.Eng.

Scope of Work:

Complete structural design for a new 2 storey, 18,000 sq. ft. office/warehouse addition between two existing aircraft maintenance hangars.

Complete structural and building envelope design for a 10,000 sq. ft. addition to an existing aircraft hangar. Design also included 44 ft. high, 8 leaf aircraft doors to accommodate a Boeing 737 Aircraft.

Approximate Design Fees: \$160,000



project summary



2100 Highway 104, Suite 100
Sault Ste. Marie, Ontario, Canada
T 708-947-225

PAGE

35

SECTION

C

PROPOSAL RESPONSE

ABILITY OF THE PROJECT TEAM

ADDED CAPACITY THROUGH PARTNERSHIP

We have significantly strengthened our capacity to provide thorough and cost-effective architectural and engineering service to the City of Sault Ste. Marie. IDEA Inc. will be supported by Tulloch Engineering. With a dedicated roster at the IDEA + Tulloch offices in Sault Ste. Marie, there will always be experienced staff members prepared to work full time on the project. Our expanded resources and increased contingent of architects, engineers, and technical staff provide guaranteed backup personnel from both firms in the event of unplanned or planned absences.

Both firms have extensive experience in mausoleum design and construction having been the architects and engineers of record on the Holy Sepulchre Cemetery Mausoleum expansion projects for the last 25 years. We bring solid mausoleum planning and design expertise.

PROJECT ROLES AND INTERNAL RESOURCES

The project will be a coordinated effort amongst our project design team. Our combined office workforce totals over 80 professional and technical staff, including several bilingual staff. Our combined resources, are ready to be deployed on an "as needed" basis to satisfy production demands required to complete your project.

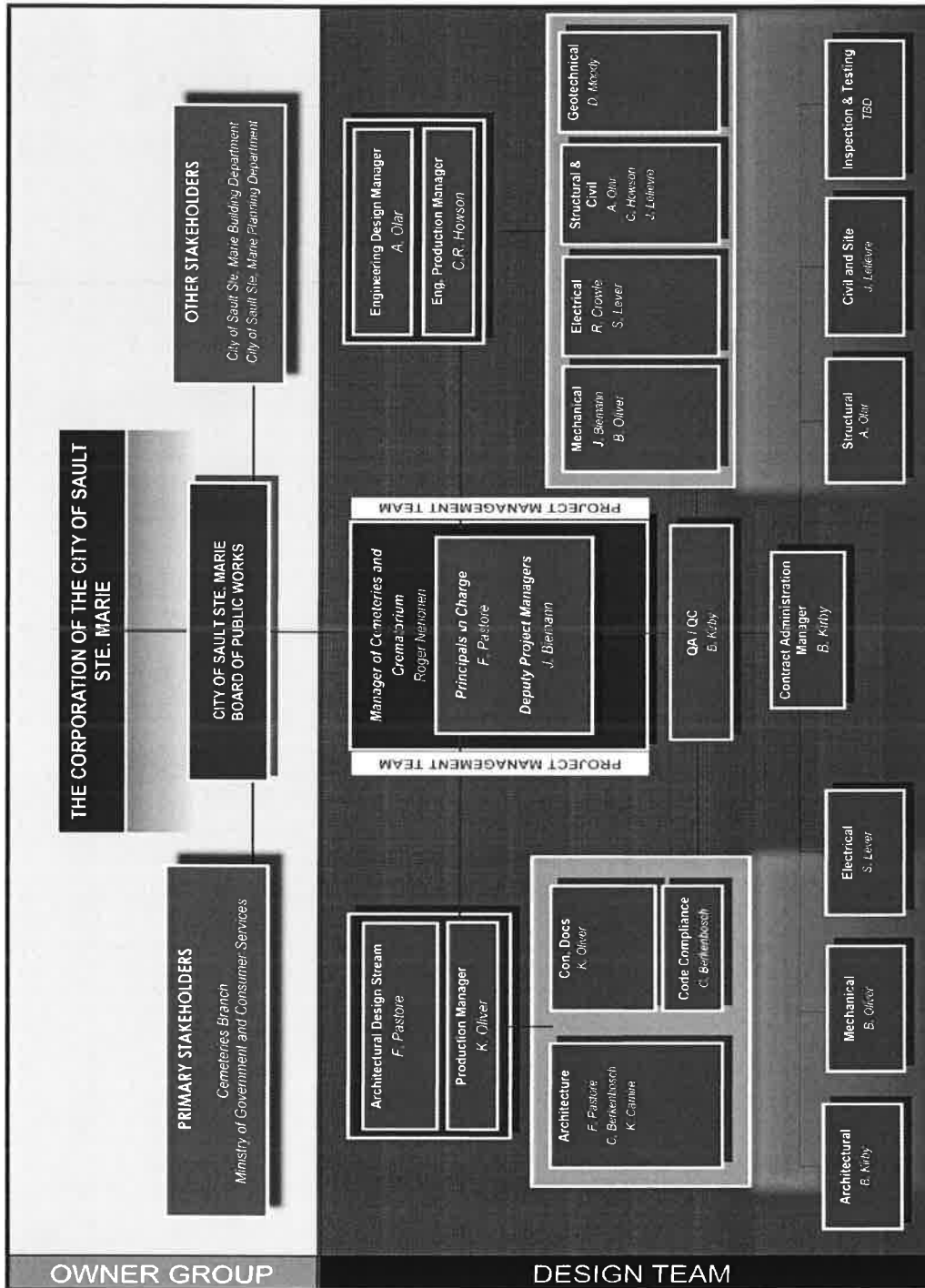
Our team includes the complimentary disciplines and requisite experience to deliver an integrated program for the project. Integrated Design Process (IDP) is a collaborative method for designing projects which emphasizes the development of a holistic design. The Integrated Design Process requires multidisciplinary collaboration, including key stakeholders and design professionals, from conception to completion. The project must be viewed as an interdependent system involving architectural, mechanical, electrical, structural, site etc. IDEA specifically chose to become an integrated design firm because IDP results in a more complete and well co-ordinated project design solution for every project. It is a "value added" method of design delivery.

IDEA Inc. will manage the efforts of the design team. It will take a lead role in architectural, mechanical and electrical planning and design.



2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 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The Organizational Chart illustrates the organization of the project from Owner Group and Stakeholders to the Design Team composed of the Project Management Team and the various team members at both corporate and key staff levels.



SECTION

C

PROPOSAL RESPONSE

PLANNING AND APPROVALS

IDEA Inc. and its predecessor firms have implemented the last 15 phases of mausoleum projects for the City of Sault Ste. Marie. We are intimately familiar with the authorities having jurisdiction and approvals process required. Approvals for Phase XV will be required by the cemeteries branch of the Ministry of Government and Consumer Services, as well as the city's building department. We are also accustomed to consulting with the City's DART committee. The DART committee consists of representatives of various municipal departments whom will actually review the design for compliance during the application for building permit. These authorities may include; the Planning Department, The Building Department, Engineering, Public Works Department, Public Utilities, Conservation Authority, and Fire Department. It is customary to meet with DART during the preliminary stages of design in order to mitigate the risk of non-compliance at a more critical later stage such as during Construction.



BUDGET AND COST CONTROL

Your Budget is the Backbone of Our Creative Process Getting 'Shovel Ready' in Style: Our Project Team will pro-actively manage positive results with respect to your project budget. We consider each design project from the perspective of how much building can be achieved within the available construction budget. Respecting the challenging task of grappling with budgets is best done earlier than later, we prefer to embrace a 'tough love' mentality, informing clients early in the process if they need to decrease program to meet their budget objectives. We believe it is better to give clients a choice rather than to see them cornered into a difficult situation later in the project. It is our job to help you make informed decisions that will work. We think this strategy is particularly important and believe that a lack of discipline adhering to this principle has been a contributor to the routine cost overruns plaguing numerous other projects.

Municipal approvals are only typically problematic when the budget is exceeded. Schematic budget/cost analysis must carry the accuracy required to facilitate municipal approvals. We will analyze budget at the kick-off meeting and determine if there are any issues which require resolution prior to design. Starting with an unachievable budget at the beginning of the project will lead to delay and difficulty. We can inform the right budget by reviewing our cost data base on tender closings of recently completed projects, as well as our data base on past mausoleum projects.



IDEA
INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE

1000 10th Avenue
Sault Ste. Marie, Ontario
P6A 1A1

PAGE

38

SECTION

C

PROPOSER'S RESPONSE

Cost Control and Value Analysis: Our team will work to develop cost-effective solutions, by clearly identifying and meeting real needs, and by focusing on straightforward solutions, appropriate technology and materials. We will provide well-organized documentation in a timely manner to prepare cost estimates at each project phase. The most effective time to perform value analysis is early in the project. Investigating cost effective building systems and components early and regularly through the design process ensures that adjustments to the design can be made without adversely affecting the schedule. We balance function, operating costs, maintenance costs, energy use, durability, and construction costs to achieve the best value for the client. This process can be enhanced by introducing construction expertise. We maintain close working relationships with qualified contractors and suppliers in local and regional markets to stay current on techniques and availability of products.

Cost Planning and Control Techniques: Given the economic realities of the day, the control of building construction costs during design and contract documentation is more important now than ever before. It will be essential in this project, as in any new building project, to manage the risks, or pressures that cause buildings to creep over budget during the project management stages. Our design team has developed a unique cost control system that achieves a proper balance of expenditures between the various components of the building and keeping expenditures within the Client's cost limit. Our strategy involves: helping the Client establish a realistic budget and then developing a "feedback system" which warns when expenditures are approaching a critical point; a means of "remedial action" to correct the situation before it is too late to do anything about it.



100 West 10th Street
Suite 200
New York, NY 10011
Tel: 212 462 323

MANAGEMENT OF THE SERVICES

CONSENSUS BASED APPROACH

IDEA Inc., deploys an inclusive, transparent and accountable design process. Our track record with our clients is consistent: we will design to their programmatic and operational needs. Balancing program needs, architectural character, adherence to budget, and schedule performance are goals by which we define our success.

The following communication and management strategies will be employed to ensure an efficient and successful process and outcome.

Project Management Team (PMT): We recommend that Key individuals from our Project Team, together with the manager of cemeteries form the Project Management Team. Communications amongst the PMT will be achieved through a combination of technology including regular face to face meetings with a dedicated sharefile site. This group would liaise on a regular and frequent basis to review the project schedule, budget and current activities. Consistent communication provides for effective scheduling of critical path activities as well as the opportunity to address minor issues quickly as they arise.

Project Communication Plan (PCP): A solid communication plan is vital to the success of this project. Our team is committed to constant and careful communication. Precious time and money will be saved with our Team's ability to seamlessly transition our mausoleum experience into the design phase. To keep every element of this design on schedule Principals in Charge will hold regular scheduled meetings with the Project Management Team (PMT) and User Groups. A project specific Communication Plan will be developed between the Architectural and Engineering Design Streams that will integrate with the communication and correspondence with the Owner.

Detailed Work Breakdown Structure (WBS): During the Pre Design Phase we will develop a detailed Work Breakdown Structure that provide effective organization, overall schedule and project control, with key deliverables, and quality assurance through all phases of design, tender, and construction. The WBS is informed by a more general Project Work Plan on which the preliminary Project Schedule is based.

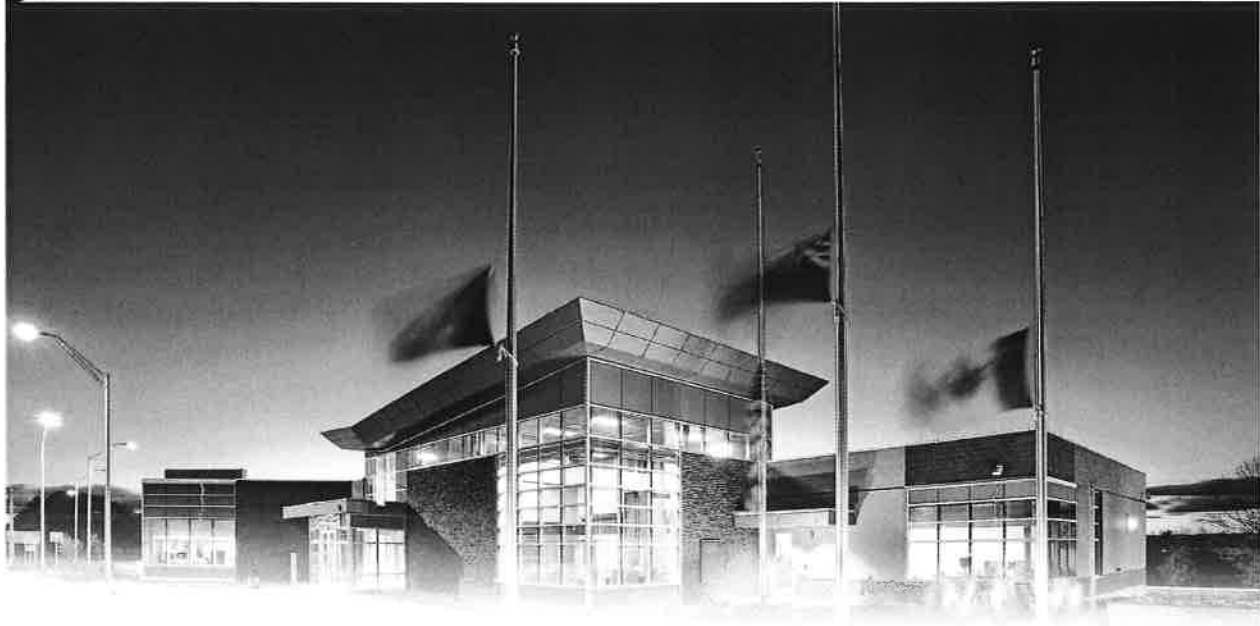
PAGE

39

SECTION

C

PROPOSAL RESPONSE



COLLABORATION BETWEEN THE DESIGN TEAM, CONSTRUCTION TEAM AND FACILITY OPERATOR

Our approach integrates with the design team and folds in construction, operations, and maintenance to develop solutions that are aesthetically pleasing and economical to construct, operate, and maintain throughout the life cycle of the project. Our process involves evaluating "Whole-of-life" performance so as to achieve the most advantageous balance between capital construction costs, operation and maintenance costs. IDEA have been involved in a wide variety of delivery methods for

Construction projects for all levels of government and the private sector. Within these structures, we are accustomed to working in a collaborative process with the Contractors and building Operators based on a common set of goals and objectives. Our team understands each process well, and its impact during the design, documentation stage, and into the tendering process. Tendering may also be sequential so as to expedite the overall project schedule.

SUB-SECTION C.3

FEES



SECTION

C

PROPOSAL RESPONSE

FORM OF AGREEMENT

The standard form of Agreement between Architect and Client OAA Doc 600 2013 with July 1, 2018 amendments will be executed upon approval of this proposal. This contract will be coordinated to reflect the scope of services reflected in the RFP and this proposal document.

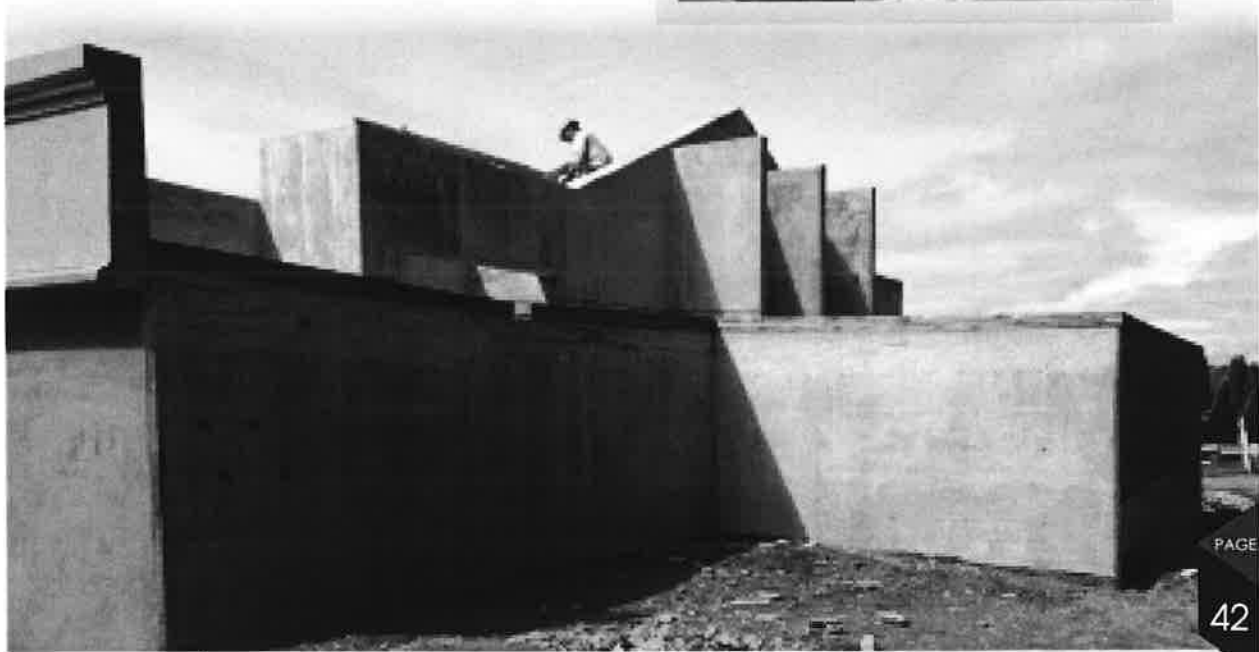
COMMITMENT TO THE DESIGN SCHEDULE

We are committed to your project time-lines and will work diligently to accommodate those needs. Upon further discussions, we can update the project schedule submitted which can be incorporated within the form of agreement.

PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE COVERAGE

IDEA carries Professional Liability Insurance with a claim limit of \$2 million, with a project limit of \$4 million. We have attached our current Professional Liability Insurance Certificate for your reference.

IDEA carries General Liability Insurance with a claim limit of \$5 million.



PAGE

42

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INTEGRATIVE DESIGN
ENGINEERING + ARCHITECTURE

601 West 25th Street, Suite 200
Austin, Texas 78705
737.442.1111

SECTION

C

PROPOSER'S RESPONSE

PROPOSED COST OF SERVICES:

Expressed as a dollar amount, this calculation translates into a fee of \$54,000 plus HST and Disbursements. We are willing to make this fixed fee based on an anticipated construction cost of approximately \$900,000.

PERCENTAGE BASED AND FIXED FEE

The total proposed percentage fee associated with the Architectural, Structural and Civil, Engineering Services will be 6% calculated on actual "Construction Costs" (C.C.) This fee is exclusive of HST and Disbursements.

BREAKDOWN

A detailed breakdown of how the percentage and fixed fee applies relative to each phase of the services is included below:

FEES				
Project: Municipal Mausoleum Phase XV				
Location: Holy Sepulchre Cemetery City of Sault Ste Marie				
Date: 02-Aug-19				
A.1 ESTIMATED COST OF CONSTRUCTION				
A.1 Base Building Cost by Area				
New Construction Cost as per Preliminary Scoping R \$900,000				
A.2 PERCENTAGE BASED FEE				
Building Classification Category 5				
Building Complexity Average				
Suggested as per RAIC Fee Schedule 11.80%				
Discounted to Competitive Market Conditions 5.80%				
Proposed Percentage Based Fee 6.00%				
A.3 FIXED FEE CALCULATION				
Proposed Fixed Fee \$54,000				
A.4 FEE BREAKDOWN PER DISCIPLINE				
Architecture 4.00%				
Mechanical and Electrical 1.00%				
Structural 1.00%				
Total 6.00%				
A.5 FEE BREAKDOWN PER STAGE				
Fee Breakdown per Stage				
Stage	Activities	% of Total Fee	% allocation	Fixed fee
1	SCHEMATIC DESIGN	15.0%	0.90%	\$8,100
2	DESIGN DEVELOPMENT	10.0%	0.60%	\$5,400
3	CONTRACT DOCUMENTS	50.0%	3.00%	\$27,000
4	TENDERING	5.0%	0.30%	\$2,700
5	CONTRACT ADMINISTRATION	20.0%	1.20%	\$10,800
		100.0%	6.00%	\$54,000
NOTES: exclusive of HST and Disbursements (charged at cost)				

44 PAGE



This is to certify

IDEA Inc.

is granted a

Certificate of Practice

to practise architecture as a

Corporation

by the

ONTARIO ASSOCIATION OF
ARCHITECTS

Founded as the successor to the Architectural Guild of Toronto in the year Eighteen hundred and eighty-nine. Incorporated by an Act of the Legislature of Ontario in the year Eighteen hundred and ninety and continued as a Corporation under the Architects Act.



Given under the Corporate Seal of the Association at
Toronto this 30th day of August, 2017.

A handwritten signature in dark ink, appearing to be "R.B.", written over a horizontal line.

Registrar

Certificate No. 5851



Professional Engineers Ontario

Certificate of Authorization

General

IDEA Inc. o/a.
Integrated Design Engineering + Architecture

is hereby granted the authorization to engage in the business of
providing services that are within the practice of

P r o f e s s i o n a l E n g i n e e r i n g

in the Province of Ontario in accordance with the provisions of
the Professional Engineers Act.

Given under the Corporate Seal of the Association at the
City of Toronto this:

08th day of October, 1998 # 100012610 Certificate re-issued as above on August 30, 2017

 P. Eng.
President

 P. Eng.
Registrar

Association of Professional Engineers of Ontario. This certificate is the property of the
Association and must be surrendered on revocation, cancellation, suspension or expiry.





Professional Engineers Ontario

Certificate of Authorization Standard

Tulloch Engineering Inc.

is hereby granted the authorization to engage in the business of
providing services that are within the practice of

Professional Engineering

in the Province of Ontario in accordance with the provisions of
the Professional Engineers Act.

Given under the Corporate Seal of the Association at the
City of Toronto this:

19th day of February, 2008 - #100131297

Walter K. Blanks P. Eng.
President

[Signature] P. Eng.
Registrar

Association of Professional Engineers of Ontario. This certificate is the property of the
Association and must be surrendered on revocation, cancellation, suspension or expiry.



SECTION



PROPOSER'S RESPONSE

Pro-Demnity Insurance Company POLICY NO. 4

Certificate of Insurance

Certificate

Of Insurance No. 0427-33-0661

1. NAMED INSURED IDEA Inc.
in its capacity as a holder of a Certificate of Practice

2. PERIOD OF INSURANCE Inception Date 27 April 2019 12:01 a.m. Standard Time

Expiration Date 27 April 2020 12:01 a.m. Standard Time

at the address shown on the OAA Register as required by
Section 27 of the Architects Act.

3. LIMITS OF LIABILITY Claim Limit \$2,000,000.00
Project Limit \$4,000,000.00
Aggregate Limit \$8,000,000.00

4. DEDUCTIBLE \$25,000.00 each claim

5. FIXED PREMIUM \$89,596.00
PLAN CREDIT \$0.00
 \$89,596.00

6. ENDORSEMENT NO(S) 1-10 Form(s) part of this Certificate of Insurance.

Signed Andrea Schinde
Authorized Person

Dated April 5/19
PD FORM 26/03



For more information visit
www.idealife.com

PAGE

48

SECTION



PROPOSAL RESPONSE



Liability

Commercial General Liability Policy - Occurrence Basis

	CO-INSURANCE	DEDUCTIBLE	LIMIT
Bodily Injury and Property Damage Liability			
Each Occurrence Limit			\$5,000,000
Products-Completed Operations Aggregate Limit			\$5,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Personal and Advertising Injury Liability			\$5,000,000
Medical Expense Limit - Any One Person			\$10,000
Tenants' Legal Liability Limit - Any One Premises			\$2,000,000
Each Occurrence Deductible - Property Damage		\$1,000	
Employee Benefits Errors and Omissions Liability Endorsement		\$1,000	\$1,000,000
Employers' Bodily Injury Liability Endorsement			
Non-owned Automobile Liability			\$2,000,000
Contractual Liability Endorsement			
Legal Liability for Damage to Hired Vehicle Endorsement		\$1,000	\$100,000
Excluding Long Term Leased Vehicle Endorsement			
Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement			



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 100% MORE POWERFUL
 100% MORE EFFICIENT

SUB-SECTION C.4

WORK PLAN & SCHEDULE



WORK PLAN OVERVIEW

Architectural and Engineering Services are delivered in a series of 5 Major Phases in accordance with the Terms of Reference Document issued as part of the RFP and in accordance with the OAA standard of Practice. This section describes the scope of services being delivered under each phase and how they are integrated as part of our design process.

PRE-DESIGN ACTIVITIES

Establish kick off meetings, review objectives and deadlines, establish lines of communication, review all previous documentation on project, identify user groups, and organize meetings, identify functions, features, and space requirements. Review new trends, catalogue all information and deficiencies regarding existing mausoleums. Evaluate budget. Analyze site conditions and co-ordinate any additional studies which may be required.

- **Data Review:** collaborative team review of project and available project information (studies, Space Program, models, site and adjacent building information)
- **Review Adequacy of Project Budget:** relative to proposed scope, goals and vision based on historical data available for similar building types. Adjust project scope and / or project budget to align.
- **Develop a Project Communication Plan (PCP):** that will identify all project participants (contact list), integrate communication and correspondence between the Owner Group, stakeholders, students and the design team in an open and transparent manner.
- **Pre-Design Report:** provides a summary statement relative to the findings of the Pre design stage, to be used as a reference tool during design.

1 - SCHEMATIC DESIGN PHASE

Prepare design and sketch design options of project indicating floor plans and 3-dimensional block studies. Review available options and facilitate the selection of a Preferred Option. Refine floor plans, elevations, and develop schematic engineering systems for structural, and



civil disciplines. Review project with authorities having jurisdiction. Develop phasing/sequence of construction activities. Review high level costs with Owner. Revise scope of work if necessary upon completion of a Value Analysis process. Prepare Concept Design Report which includes all drawings, engineering systems, cost estimate, and project schedule. Proceed to next phase after sign-off from Owner.

- **Schematic Design:** Develop multiple schematic design options that can be analyzed comparatively against established criteria. Consideration will be given to viability based on operational impacts, cost, schedule, constructability etc. Prepare floor plans, site plan, building elevations, building sections and 3d computer models of the preferred design option. Identify conceptual options related to architectural, structural, mechanical and electrical building systems and materials.
- **Perform Value Analysis** based on team's experience with project costs, established budget, and strategy to achieve project scope within the established budget.

SECTION

C

PROPOSANT'S RESPONSE

2 - DESIGN DEVELOPMENT PHASE

Develop floor plans, elevations, building sections, preliminary structural / mechanical / electrical plans. Prepare an outline specification for review with Owner. Meet with Municipal Services Department and review drawings and outline specification with public works, planning, and building inspection to ensure consensus of design has achieved support from governing authorities. Prepare a DD Cost Estimate and review with Owner. Reduce scope of work or increase budget if necessary upon completion of a Value Analysis process.

- **Update Design Documentation:** update floor plans, site plan, building elevations, building sections and 3d computer models to reflect revisions made to the building design.
- **Building Systems Outline Specifications:** identify selected architectural, structural, mechanical and electrical building systems and materials.
- **Building Code Analysis:** finalize approach to major compliance issues pertaining to the project. Conduct meetings with authorities having jurisdiction to confirm approach.
- **Project Cost Estimate and Value Analysis:** based on the Design Development drawings a Class B cost estimate will be prepared and compared relative to the stated project budget.



3 - CONSTRUCTION DOCUMENT

Prepare construction documents, co-ordinate with engineers, the cemeteries branch of the city of SSM, complete drawings and specifications and cost estimate at 50% completion. Conduct a Value Analysis process to reduce scope if necessary with Owner input. A pre-qualification process of bidding contractors may be implemented at this phase of the project.

- **Construction Documents:** The Design Team will prepare a fully coordinated set of working drawings and specifications ready for tender and construction including IT and telecommunication cabling. Provide progress drawings and specifications at 30%, 60% and 90% stages of construction document phase.
- **Perform a quality control review** of the documentation to ensure completeness and coordination amongst the various disciplines. Include Client participation in the QC process and tracking updating of construction documents.
- **Project Cost Estimate and Value Analysis:** based on the Construction drawings a Class A cost estimate will be prepared at the 50% completion milestone and compared relative to the project budget. Value Analysis (VA) Session with LEED Checklist Review will also be conducted in order to minimize project cost and maximize value.

4 - TENDER AND AWARD PHASE

Host site meetings and review project with bidders, interpret documents and respond to Request for Information from bidders, record all questions and issue addenda if necessary. Review the bids and assist the Municipality with the evaluation. The consultants will prepare a spreadsheet comparing tenders, verify the submission requirements, and make a recommendation to the Owner. The Owner will proceed to award the contract.

5 - CONSTRUCTION CONTRACT ADMINISTRATION

Attend site meetings, take minutes and distribute; perform general reviews during construction on a bi-weekly basis; review schedule each month; review and certify progress applications; issue site reports, site instructions, change notices, change directives, change orders; establish need for inspection and testing; respond to requests for information; review shop drawings; prepare deficiency lists; determine date of Substantial Completion; review operation and maintenance manuals and warranty information; Provide adequate support with respect to obtaining all final documents required for project close out. Provide Warranty Deficiency List, Final Certificate,

PAGE

52

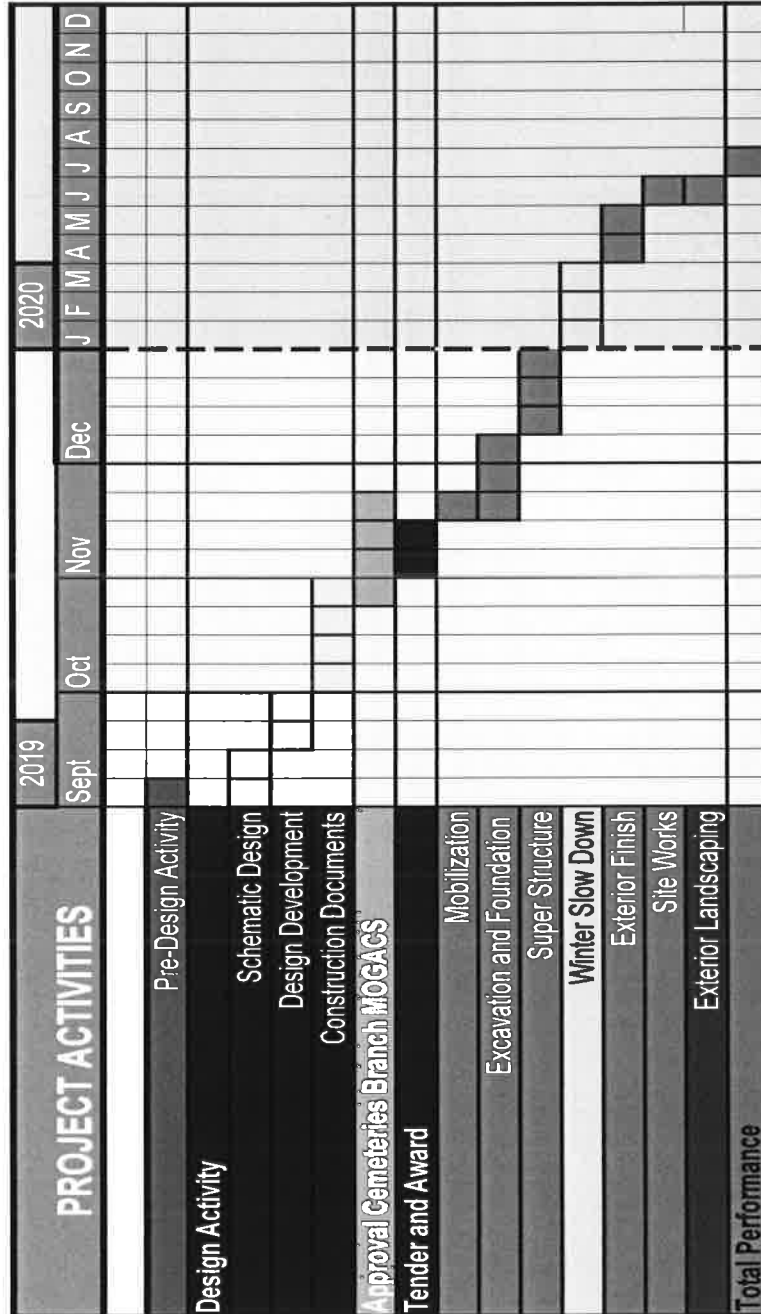
SECTION

C

PROPOSAL RESPONSE

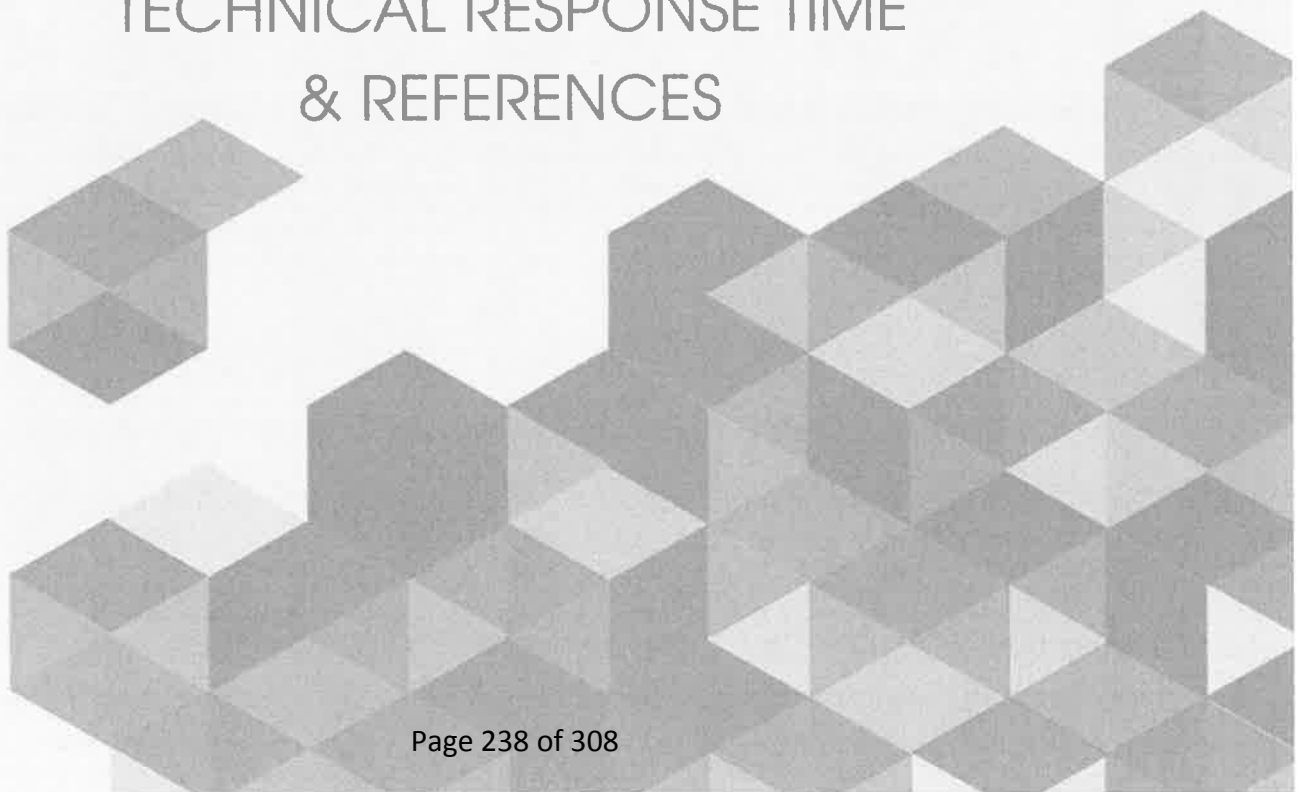
PROJECT SCHEDULE

The preliminary schedule that follows describes the major activities for design and construction phases and identifies associated anticipated duration.



SUB-SECTION C.5 & C.6

TECHNICAL RESPONSE TIME & REFERENCES



SECTION

C

PROPOSAL RESPONSE

TECHNICAL RESPONSE TIME

Being that both IDEA Inc. and Tulloch are local firms, response time will be steadfast. Accommodation of member of the Project Team on site can be facilitated in a timely manner; staff can be on site for assistance/ review **in less than a half-hour.**

CLIENT REFERENCES

MR. JOHN STADNYK
Director of Education
Huron-Superior Catholic District School Board
90 Ontario Avenue,
Sault Ste. Marie, Ontario
Telephone: (705) 945-5644
Email: john.stadnyk@hscdsb.on.ca

RON COMMONS
President
Sault College
443 Northern Avenue
Sault Ste. Marie, Ontario
telephone: 705-759-2554 ext 2409
ron.common@saultcollege.ca

HARRY KOSKENOJA, P.ENG
Manager—New Hospital Project
Sault Area Hospital
Sault Ste. Marie, Ontario
(705) 759-3434 ext 4678
koskenojah@sah.on.ca

REFERENCES: The following are a short list of owner references that relate to the various projects noted in the project experience contained within Section C on pages 22-28.

NICK APOSTLE
Commissioner of Community Services
The Corporation of the City of Sault Ste. Marie
Sault Ste. Marie, Ontario
(705) 945-5264
n.apostle@cityssm.on.ca

GLEN HEWUS, P.ENG, PMP
Senior Vice President, Engineering and Construction
Federal Bridge Corporation Ltd.
55 Metcalfe, Suite 1210
Ottawa, On K1P 6L5
Telephone: (613) 993-6880
Email: info@federalbridge.ca

APPENDIX 1

CURRICULUM VITAE - KEY PERSONNEL

IDEA
INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL



FRANCO PASTORE

Principal, Director of Architecture
B. Arch, OAA, NCARB, AIA, Lic. Michigan



GENERAL BACKGROUND

Mr. Pastore is a founding partner of IDEA and has over 25 years' experience as a lead architect and designer. His primary role is "principal in charge" of project development and design for a variety of the firm's more complex architectural projects. Franco takes personal interest in the early stages of project planning and has been responsible for feasibility studies and the development of strategic master plans on various local and international projects. Franco has in-depth experience on many project types ranging from health care, institutional, educational, recreational, and residential. Franco is primarily responsible for overall project scoping, programming, design, schedule control, and cost management, but his responsibilities may also include production of construction documents and contract administration. Franco also retains expertise in Barrier-Free Design developed from his involvement in the award winning barrier-free reference manual and design involvement on the Special Needs Regional Resource Centre at Cambrian College and his membership in the Sault Ste. Marie Accessibility Advisory Committee. He has represented the firm on various Trade Missions - Team Canada 1998 to Latin America, with the Prime Minister and the Provincial Premiers and Team Algoma 2000 to Ireland. Mr. Pastore is licensed in the state of Michigan and has performed numerous projects in that state.

YEARS OF RELEVANT EXPERIENCE: 25

EDUCATION:

Carleton University. B. Arch. (Honors) - 1991

EXPERTISE:

Master Planning, Architectural Design and Production, Feasibility Studies, Programming, Barrier-Free Design & Accessibility, Border Crossings, Health Care Architecture, Recreational Architecture, Institutional Architecture

LICENSE:

O.A.A. (Ontario)
License Michigan, AIA

MEMBERSHIPS:

Ontario Association of Architects, American Institute of Architects, Licensed in State Of Michigan, Past Chair, Algoma Society of Architects, Past Secretary Treasurer, Northern Ontario Society of Architects

ACHIEVEMENTS & AWARDS

Ontario Wood Works Northern Ontario Excellence Award BRN Health Centre, Ontario Global Trader Regional Leadership Awards, Northern Ontario Business Award



400-961-0000
1111 W. 14th Ave. Suite 200
Sault Ste. Marie, ON P6A 1G1

PAGE

57

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL



EXPERIENCE

HEALTH CARE

- Sault Area Hospitals, New Facilities
- Algoma Public Health Facility
- Maple View New Long Term Care Facility for Extendercare
- Expansion to Van Deale Manor for Extendercare, study
- Batchewana First Nation Health Centre
- BP Health Medical Centre

RECREATIONAL

- Essar Centre – Sports and Entertainment Facility
- Northern Community Centre – Indoor Sporting Complex
- Sault College Health and Wellness Facility
- Crimson Ridge Clubhouse
- John Rhodes Community Centre

INSTITUTIONAL

- SSM International Bridge Plaza, Canadian Plaza Redevelopment
- SSM International Bridge Plaza, U.S. Toll Plaza
- Thousand Island International border Crossing
- OPP Blind River Detachment
- SSMADC Terminal Expansion Project

EDUCATIONAL

- St. Mary's College
- Sacred Heart Elementary School
- Sault College Project 2011 Academic Building
- Sault College Hub Project
- Kirkland Lake District Secondary School
- Cambrian College Special Needs Regional Resource Centre
- Lake Superior State University Crawford Hall
- Sault College Super-Build Projects
- Espanola Joint Catholic JK – 12 School

FEASIBILITY STUDIES AND MASTER PLANNING

- Blue Water Bridge International Border Crossing – One Bridge Master Plan
- Canal District – Riveredge Developments Master Plan/ Canal Village Master Plan

- Tenaris Algoma Tubes Redevelopment Master Plan
- Sudbury District Motorsports Association Master Plan
- Gateway Development Project – Legacy Quest
- Clergue Park Master Plan
- Queen Elizabeth Park, Redevelopment
- Ojibway Park Master Plan
- Municipal Mausoleum Master Plan

CORPORATE AND INDUSTRIAL

- Tenaris Algoma Tubes Administration Building
- Tenaris Canadian Head Office, Calgary Alberta
- Tenaris Town Hall
- Tenaris HRM facilities Expansion Project

MUNICIPAL AND CULTURE

- Hockey Heritage North – NO Hockey Hall of Fame
- Batchewana First Nation Community Centre
- Batchewana First Nation Gaming Facility
- The Sault Ste. Marie Innovation Centre
- Municipal Mausoleum Phases X to XIV

RESEARCH LABORATORIES

- Malaysia Health Development Project – Central Lab
- Malaysia Health Development Project – Regional Lab
- Sault College IE3
- Viterbo Science Building
- Ontario Forest Research Institute
- Great Lakes Forestry Centre
- Bay de Noc Laboratory

COMMERCIAL AND RETAIL

- Prouse Motors – GM Dealership
- Maitland Motors – Ford Dealership
- Highland Motors – Ford dealership
- Riverside Motors – Chrysler Dealership
- Pino's Get Fresh Grocery Store
- North 82 Restaurant
- Amici Restaurants

RESIDENTIAL

- Custom Residential Homes (approx. 20)
- 35 Unit Waterfront Apartments

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL

JEANETTE BIEMANN

Principal, Director of Engineering
FEC., P. Eng., LEED AP BD + C, ASHRAE



**Professional Engineers
Ontario**



GENERAL BACKGROUND

Jeanette is a Consulting Engineer who has been with IDEA Inc. since 2004. She is a Principal and the Director of Engineering at IDEA supervising a team of highly technical Engineers and Technologists. Jeanette has a broad range of engineering experience, including the design of institutional, commercial, recreational, industrial and residential systems.

Her strongest skills are in the areas of project management, Integrated Design Process facilitation, system design, and energy efficient design reviews. Jeanette is a LEED accredited professional who has participated in reviewing and providing input on various projects to help improve the energy efficiency and overall sustainability of these building projects. Recently Jeanette directed the work of the design team for the development of the first LEED Gold project in Sault Ste. Marie. Jeanette received the Fellowship award from Engineers Canada in 2014 for exceptional contributions to the profession of Engineering in Canada. Jeanette is very involved with the engineering profession and has served on the Board of the Algoma Chapter of the Professional Engineers of Ontario for over a decade and she is also an Associate member of the American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE) and a Volunteer Judge for the local School Boards Robotics League.

YEARS OF RELEVANT EXPERIENCE: 15

EDUCATION:

Honours Bachelor of Science & Engineering,
University of Guelph

EXPERTISE:

Mechanical and Electrical Design, Controls Design and Facility Operation Review, Green Building Design, Integrated Design Process facilitator and Contract Administration

LICENSE:

Consulting Engineer and P.Eng. CPEO, Ontario,
LEED AP BD+C (USGBC)

MEMBERSHIPS:

Professional Engineers Ontario, Algoma Chapter of the Professional Engineers of Ontario, American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE), Ontario Society of Professional Engineers (OSPE)

1

Sault College - Institute for Energy, Entrepreneurship
and Environment;
St. Mary's College
Sault College Project 2011 Academic Building
Sault College Multi Media Facilities
Espanola Joint Catholic JK – 12 School

Sault Area Hospital - Cardiac Cath Lab Expansion
Canal Village Master Plan

Tenaris Algoma Tubes Town Hall Building
Tenaris HRM Expansion Project
Helienne Photovoltaic Manufacturing Plant

Batchewana First Nation Gaming Facility Hockey
Heritage North – Hockey Hall of Fame
The Sault Ste. Marie Innovation Centre
Municipal Mausoleums

Sault Ste Marie Airport Expansion
Prouse Motors – GM Dealership
Maitland Motors – Ford Dealership
Pino's Get Fresh Grocery Store

Custom Residential Homes (approx. 5)
39 Unit Bay Street Apartments

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL

KEN OLIVER

Principal, Senior Project Coordinator
A. Sc.T., Technologist OAAAS



GENERAL BACKGROUND

Ken is IDEA's Senior Project Coordinator, and a partner with IDEA Inc.. He brings 25 years of experience from a variety of Architectural firms across Northern Ontario. While Ken's primary function with the firm is as Manager for the Production of Contract Documents and Senior Project Coordinator, his responsibilities also include assisting the design principals with conceptual design through to and including construction contract administration. He has extensive experience with both public and private sector type projects, with the full range of contract types and a variety of building types. Ken has been involved on all of IDEA's major facility projects, managing the production of the contract documents and coordination of all major sub consultants' work. Ken's extensive background in computers ranges from a working knowledge of Macintosh and IBM PC computers, programming and customizing Autocad, operating a wide variety of computer programs and maintaining the office computer Network.

YEARS OF RELEVANT EXPERIENCE: 25

EDUCATION:

Mohawk College of Applied Arts and Technology
Architectural Technologist (Honours)
Sault College of Applied Arts and Technology
Architectural Technician

EXPERTISE:

Project Manager/Coordinator, Building
Envelope Special, Office Manager

LICENSE:

Technologist OAAAS, A.Sc.T

MEMBERSHIPS:

Applied Science Technologist,
Ontario Association of Certified Engineering
Technicians and Technologists, Technologist,
Ontario Association of Applied Architectural
Science

1

Sault Area Hospitals, New Facilities
St. Joseph General Hospital
Manitouwadge Hospital
Algoma Public Health Facility

Essar Centre – Sports and Entertainment Facility
Northern Community Centre – Indoor Sporting Complex
Sault College Health and Wellness Facility
Crimson Ridge Clubhouse
John Rhodes Community Centre

SSM International Bridge Plaza, Canadian Plaza
Redevelopment
SSM International Bridge Plaza, U.S. Toll Plaza
Thousand Island International Border Crossing
OPP Blind River Detachment
SSMADC Terminal Expansion Project

St. Mary's College
Sacred Heart Elementary School

Custom Residential Homes (approx. 20)

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL

RYAN CROWLE

Principal, Project Manager
ME, CFAA, ASHRAE



YEARS OF RELEVANT EXPERIENCE: 15

EDUCATION:

Business - Dipl. - Fanshawe College - London, ON

EXPERTISE:

Project Management, Financial Budgeting, Scheduling, Project Controls
Electrical/Mechanical Design and Production, LEED Design

LICENSE:

C of Q - Electrical 309A - Interprovincial Master Electrician - ECRA/ESA
Apprentice - Mechanical 306A
Canadian Fire Alarm Association - Licensed Technician

MEMBERSHIPS:

Ontario College of Trades, American Society of Heating, Refrigeration and Air-conditioning Engineers (ASHRAE), Canadian Fire Alarm Association

GENERAL BACKGROUND

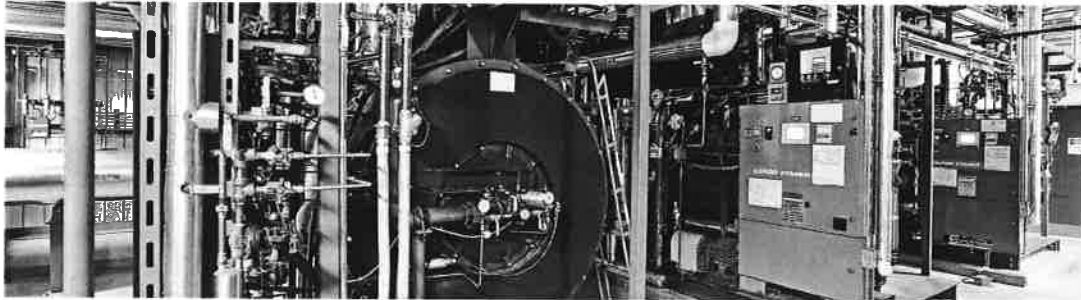
Ryan has approximately 15 years of experience in the Design and Construction Industries. The majority of his experience is as a Project Manager, Contract Administrator and Mechanical & Electrical Systems Designer, but he has also worked extensively in the Commercial and Industrial and Residential, Construction Industry as a Tradesman and Quantity Surveyor. This combination has provided him with the unique insight required to properly evaluate and manage construction contracts. As Principal & Director of Operations at IDEA, Ryan's responsibilities encompass the entire range of services from the proposal stage, design, project management, project administration and beyond. He has extensive experience working for both the private and public sectors.

In the past five years, the majority of Ryan's major project focus has been within the scope of International Border Crossings. He acted as deputy project manager during the design stages of the Sault Ste. Marie, Blue Water and Thousand Islands Border Crossings and is currently Principal in Charge of Contract Administration and Construction for the ongoing projects in Sault Ste. Marie at the International Bridge and at the Thousand Islands Border Crossing.

APPENDIX

1

CURRICULUM VITAE - KEY PERSONNEL



HEALTH CARE

Sault Area Hospitals, New Facilities
 Algoma Public Health Facility
 Kirkland Lake Hospital – Physical Plant Upgrade

RECREATIONAL

Essar Centre – Sports and Entertainment Facility
 Northern Community Centre – Indoor Sporting Complex

INSTITUTIONAL

SSM International Bridge Plaza, Canadian Plaza
 Thousand Island International border Crossing

EDUCATIONAL

St. Mary's College
 Sault College Project 2011 Academic Building
 Espanola Joint Catholic JK – 12 School

FEASIBILITY STUDIES AND MASTER PLANNING

Blue Water Bridge International Border Crossing –
 One Bridge Master Plan

CORPORATE AND INDUSTRIAL

Tenaris Algoma Tubes Town Hall Building
 Tenaris HRM Expansion Project
 Weyerhaeuser Facility Upgrade, Grande Prairie Alta.
 East End Wastewater New Facility in SSM
 Sault Ste Marie—Bell Canada—Generation Plant

MUNICIPAL AND CULTURE

Batchewana First Nation Community Centre
 Batchewana First Nation Gaming Facility

COMMERCIAL AND RETAIL

Prouse Motors – GM Dealership
 Maitland Motors – Ford Dealership



CIVIL

MUNICIPAL

GEOMATICS

ENVIRONMENTAL

TRANSPORTATION

GEOTECHNICAL

MAPPING

STRUCTURAL

MATERIALS TESTING

Sault Ste. Marie Office
71 Block Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

P: 705-949-1457
F: 705-949-9477
1-800-806-6602

sault.stemarie@tulloch.ca
www.TULLOCH.ca

PAGE

65

ALVIN E. OLAR, M.A.Sc., P.Eng.

PROJECT MANAGER, STRUCTURAL ENGINEER

PROFILE

Alvin is a professional engineer with 17 years of experience providing structural, civil, geotechnical, and environmental engineering services with a strong background in construction materials testing and inspection. He has experience in structural design (heavy industrial, commercial, residential), structural load testing, project management, quality assurance/quality control, engineered crane lifts, structural condition surveys, asset management, reserve fund studies, geotechnical service, and environmental engineering.

EDUCATION

Master of Applied Science
Civil Engineering
University of Windsor
2003

Bachelor of Applied Science
Civil Engineering
University of Windsor
1999

PROFESSIONAL ASSOCIATIONS AND CERTIFICATIONS

- Professional Engineer of Ontario, License #100058345 (2003); Executive Member of the Algoma Chapter
- Ontario Society of Professional Engineers
- American Concrete Institute
- Ready Mixed Concrete Association of Ontario, Certified Auditor
- American Concrete Institute, CSA Concrete Field Testing Technician Grade I Examiner
- Precast/Prestressed Concrete Institute, PQP Level III Certified
- Building Design Specialist

WORK EXPERIENCE

TULLOCH Engineering, 2013 - Present

- Project Manager, Structural Engineer

AECOM, 2008-2013

- Project Manager, Structural Engineer

PUBLICATIONS AND PRESENTATIONS

- *Implementation of the Maturity Method for Zero-Slump Concrete Products*
PCI Journal March-April 2004



IDEA Integrated Design Engineering & Architecture

1000 Lakeshore Blvd. East, Suite 1000, Toronto, Ontario M5G 1B5

416-924-1111

APPENDIX

1.0

CURRICULUM VITAE
PROJECT EXPERIENCE**Asset Management/Reserve Fund Studies**

TOWNSHIPS OF SPANISH AND CHAPLEAU, TOWNSHIP
ASSET MANAGEMENT, ONTARIO.

Conducted building condition surveys and replacement cost analysis. Project included building an inventory of all equipment and facilities owned by the township.

June 2008-June 2009

ALGOMA CONDOMINIUM CORP. NO. 1 AND 7,
HARBOURVIEW, EDGEWATER, WATERFRONT, AND
BRETON ROAD CONDOMINIUMS

Responsible for completing all aspects of reserve fund studies including a comprehensive physical condition surveys for the condominiums. Conducted financial analysis projecting repair and/or replacement costs over a 30-year period, in accordance with the Condominium Act.

Sault Ste. Marie, ON

June 2004-June 2006

ALGOMA CONDOMINIUM CORP. NO. 17, ALGOMA
CONDOMINIUM CORP. NO. 17 RESERVE FUND STUDY

Responsible for completing all aspects of reserve fund studies including a comprehensive physical condition survey and financial analysis projecting repair and/or replacement costs over a 30-year period, in accordance with the Condominium Act.

Elliot Lake, ON

January 2004-December 2004

Structural Condition Surveys

TENARIS ALGOMA TUBES, ROOF CONDITION SURVEY

Project engineer responsible for detailed condition survey of mill roof, in particular the precast concrete roof slabs. Investigation included a full-scale load test of roof slabs. Responsible for designing the experiment, instrument set-up, testing, and results. Also completed the final report that outlined immediate repair areas and worked with the client to manage the risk associated with the deteriorated slabs. Also included was a preparation of a roof deck replacement specification.

Sault Ste. Marie, ON

January 2006-December 2006

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW
CONDOMINIUM PARKING GARAGE

Project engineer responsible for conducting visual condition survey of cast-in-place concrete parking structure. Responsible for reviewing all previous condition surveys and preparing a final report and presentation to the condominium board for recommended repairs and/or demolition.

Sault Ste. Marie, ON

February 2004-December 2004

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW
CONDOMINIUM POOL

Project engineer responsible for conducting condition survey of indoor pool. Presented repair options to the condominium board and subsequently prepared specifications and tender for repairs. Also project manager for the repairs on behalf of the owner.

Sault Ste. Marie, ON

January 2004-December 2004

ALGOMA CONDOMINIUM CORP. NO. 1, HARBOURVIEW
CONDOMINIUM ROOF ANCHOR

Inspected and load tested roof anchors used for window cleaning operations.

Sault Ste. Marie, ON

June 2007-October 2007

TENARIS ALGOMA TUBES, CRANE RUNWAY

Project involved site inspection of crane runway support structure and rail alignment surveys. Preliminary design for crane upgrades.

Sault Ste. Marie, ON

January 2011-June 2012

CITY OF ELLIOT LAKE, CENTENIAL ARENA STRUCTURAL
EVALUATION

Work included a structural inspection of the arena and discovered a deteriorated wood column. A subsequent project included design of the column replacement, tender package, tender, and contract administration.

Elliot Lake, ON

June 2009-June 2010

APPENDIX

1.0

CURRICULUM VITAE

CITY OF SAULT STE. MARIE, JOHN RHODES COMMUNITY
CENTRE STRUCTURAL EVALUATION

Project included a structural evaluation of the complex which includes a twin pad arena and pool.

Sault Ste. Marie, ON

June 2010-October 2010

HYDRO ONE NETWORKS INC., TRUCK SHELTER

Provide on-site structural inspection and report for the truck shelter building.

Thunder Bay, ON

April 2012-June 2012

Renewable Energy - Solar Portfolio

STARWOOD SOLAR GENERATING FACILITY

Site load testing of PV Foundations, PV Foundation design, and PV Racking Design for the 20-MW solar generating facility, Sault Ste. Marie, (20MW) *Krinner*

Phase1 2011

Full scale PV Rack Load Tests, Sault Ste. Marie, (20MW) *Q-Cells*

Phase 2 2011

Site load testing of PV Foundations, PV Foundation design, and PV Racking Design for the 20-MW solar generating facility, Sault Ste. Marie, (10MW) *Krinner*

Phase3 2011

THUNDER BAY SOLAR GENERATING FACILITY

Site load testing for the design development of ground screws for a 30-MW solar generating facility in Thunder Bay, ON (30MW) *Krinner*

2011

EDF EN-ENEXCO, SOLAR GENERATING FACILITY

Structural design review and full scale load test review of solar racking system supplied to the 10-MW generating facility in Ottawa, ON (10MW)

2012

LISKEARD SOLAR GENERATING FACILITY, CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in New Liskeard, ON (30MW), *Clarida Construction*

2012

MISSISSIPPI MILLS SOLAR GENERATING FACILITY,
CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in Ottawa, ON (10MW) *Clarida Construction*

2012

ODESSA AND HWY2S SOLAR FACILITY – SUN EDISON

On-site load testing and final design for PV Foundation for solar rack system in Kingston, ON (20MW), *Clarida Construction*

2013

SILVERCREEK SOLAR FACILITY

On-site load testing and final design for PV Foundation for solar rack system in Aylmer, ON (10MW), *Clarida Construction*

2013

STARWOOD SOLAR GENERATING FACILITY

On-site load testing and for PV Foundation for solar rack system in Sault Ste. Marie, Expansion (3MW), *Clarida Construction*

2013

HIGHLIGHT SOLAR PROJECT - CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system and Geotechnical Investigation in Val Caron, ON (10MW) *MOSS and Associates*

2013

MARSH HILL, SOLRAY ENERGY CORPORATION

On-site load testing and final design for PV Foundation for solar rack system, Structural foundation design for electrical components, Civil design services for access roads, site grading, fencing, and erosion control sediment plan, Geotechnical Investigation, in Scugog, ON (10MW) *MOSS and Associates*

2013

GLENARM SOLAR PROJECT - CANADIAN SOLAR

On-site load testing and final design for PV Foundation for solar rack system in Glenarm, ON (10MW) *MOSS and Associates*

2013

Structural Design & Project Management

TENARIS ALGOMA TUBES, STRUCTURAL DESIGN



400 West Beaver Creek Road
Unit 20, Richmond Hill, Ontario L4B 1N2
Tel: 905.709.1111 Fax: 905.709.1112
www.idea-inc.com

PAGE

67

APPENDIX

1.0

CURRICULUM VITAE

Design engineer for various jib cranes and lifting devices for heavy industrial applications. Projects included structural design and development of inspection procedures for unique lifting and pulling devices.

Sault Ste. Marie, ON

June 2007

CASWELL CONCRETE PRODUCES, STRUCTURAL FOUNDATION

Design engineer for new structural foundations for a cement silo installation

Sault Ste. Marie, ON

April 2008-December 2010

GREEN LOG HOME, NEW HOMES

Design engineer for the king post truss, ridge beam, and pulins for a new log home. Project included a computer analysis of the truss and designing new truss connections using a combination of wood joinery and steel through bolts.

Blind River, ON

April 2008-August 2008

MELCHIOR MANAGEMENT, BALCONY REHABILITATION

Design engineer responsible for condition survey, repair details, specification, and project management for rehabilitation of 24 apartment balconies.

Sault Ste. Marie, ON

February 2007-August 2008

CITY OF SAULT STE. MARIE, STEEL BACK CENTRE

Structural designer and structural project manager for this new 5000-seat, multi-purpose event centre. Structural design team member and designed foundations, columns, large span roof trusses, precast bleachers and slabs, and reviewed associated shop drawings. Also provided structural general review during construction and also coordinated all material testing and inspection.

Value: \$25M

Sault Ste. Marie, ON

June 2004-June 2006

BROOKFIELD RENEWABLE POWER, ONTARIO WIND OPERATIONS OFFICE AND MAINTENANCE FACILITY

Structural design engineer and structural project

manager for the 20,000-square-foot building. Provided assistance with foundation and floor slab design, civil works design, reviewed all structural shop drawings, conducted structural general review during construction, and coordinated all material testing and inspection.

Sault Ste. Marie, ON

January 2006-November 2006

PRECON DEVELOPMENTS, GREAT NORTHERN ROAD STRIP MALL

Structural design engineer and structural project manager for the 18,000-square-foot building. Provided assistance with foundation and floor slab design, reviewed all structural shop drawings, conducted structural general review during construction, and coordinated all material testing and inspection.

Sault Ste. Marie, ON

January 2006-November 2006

CITY OF SAULT STE. MARIE, PHASE X MUNICIPAL MAUSOLEUM

Structural project manager responsible for detailed design of foundations, crypts, and retaining walls. Also reviewed all structural shop drawings and performed structural general review during construction.

Sault Ste. Marie, ON

January 2006-November 2006

MUNICIPALITY OF MANITOWANING, MANITOWANING WATER TREATMENT PLANT

Structural project engineer responsible for detailed design of foundations, containment walls, roof structure, and monorails. Also reviewed all structural shop drawings and performed structural general review during construction.

Manitoulin Island, ON

January 2005-August 2006

CITY OF SAULT STE. MARIE, PHASE IX MUNICIPAL MAUSOLEUM

Structural project manager responsible for detailed design of foundations, crypts, and retaining walls. Also reviewed all structural shop drawings and performed structural general review during construction.

Sault Ste. Marie, ON

January 2005-November 2005



APPENDIX

1.0

CURRICULUM VITAE

MUNICIPALITY OF KAGAWONG, KAGAWONG WATER TREATMENT PLANT

Structural project engineer responsible for detailed design of foundations, containment walls, roof structure, and monorails. Also reviewed all structural shop drawings and performed structural general review during construction.

Manitoulin Island, ON

January 2004-November 2004

CITY OF KIRKLAND LAKE, HOCKEY HERITAGE NORTH

Structural design engineer and structural project manager for the 18,000-square-foot building. Provided assistance with foundation and floor slab design, reviewed all structural shop drawings, and conducted structural general review during construction.

Kirkland Lake, ON

January 2003-September 2004

MAC'S CONVENIENCE STORE, FOUNDATION & FLOOR DESIGN

Structural design engineer and structural project manager for the 1831 square-foot building. Provided assistance with pile foundation design and floor slab design, reviewed all structural shop drawings, conducted structural general review during construction. Also conducted piling inspection and coordinated concrete and steel inspections.

Sault Ste. Marie, ON

January 2003-November 2003

TOWNSHIP OF CHAPLEAU, CHAPLEAU PEDESTRIAN BRIDGE

Rehabilitation design and contract administration for pedestrian bridge. Duties included evaluation of existing structure, design of repairs, completion of design drawings and tender package, contract administration of work. Work also included completing successful funding applications.

Chapleau, ON

June 2008-June 2010

TOWNSHIP OF CHAPLEAU, CHAPLEAU PEDESTRIAN BRIDGE REPAIRS

Emergency repairs to pedestrian bridge upon

vehicular impact. Duties included evaluation of existing structure, design of repairs, completion of design drawings and tender package, contract administration of work.

Chapleau, ON

March 2011-June 2012

BROOKFIELD RENEWABLE POWER, HOLLIGSWORTH DAM BRIDGE REHABILITATION

Prepare rehabilitation design, drawings, and specification/tender package.

Wawa, ON

June 2010-June 2012

BROOKFIELD RENEWABLE POWER, CLERGUE GS BRIDGE REHABILITATION

Condition assessment of bridge wearing surface. Rehabilitation design for deck wearing surface replacement and deck repairs. Work included a tender package, drawings, and contract administration.

Sault Ste. Marie, ON

June 2012-November 2010

TOWNSHIP OF CHAPLEAU, CHAPLEAU WATER TREATMENT PLANT GENERATOR REPLACEMENT

Project involved replacement of the standby generator for the water treatment plant. Responsibilities included project management for the generator and fuel oil contamination remediation.

Chapleau, ON

January 2011-November 2011

SAULT COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COLLEGE ROOF MOUNTED SOLAR

Project included a structural inspection and analysis of various campus buildings to evaluate the suitability for roof mounted solar modules.

Sault Ste. Marie, ON

March 2010-September 2010

CITY OF SAULT STE. MARIE, MOUNTED SOLAR

Project included the review of three municipal structures to evaluate the suitability to accept

APPENDIX

1.0

CURRICULUM VITAE
 roof mounted solar modules.
Sault Ste. Marie, ON
January 2010-October 2010

PARKS CANADA, CANAL HISTORIC STAIR REHABILITATION,
 Project involved the detailed design and tender
 package for the rehabilitation of the historic
 limestone stairs at either side of the canal.
Sault Ste. Marie, ON
February 2011-May 2011

Structural Design & Project Management

MINISTRY OF TRANSPORTATION ONTARIO, BRIDGE AND
 CULVERT INSPECTIONS

Completed over 300 bridge and culvert
 inspections. Structures located mostly in the
 Algoma District with some inspections in Hearst,
 North Bay, Sudbury, and Manitoulin Island.
 Performed inspections using the Ministry's
 Bridge Management System (BMS) and followed
 the Ontario Structure Inspection Manual (OSIM)
 program.
February 2007-June 2012

HENSON AND TREGONNING LOGGING, TEMPORARY
 LOGGING BRIDGE INSPECTIONS

Work included a physical condition survey of
 five steel temporary logging bridges and
 abutments. The work also included verification
 that the bridges met the current CSA Bridge
 Design Code.
June 2005-August 2005

TOWNSHIP OF HORNEPAYNE, MUNICIPAL BRIDGE
 INSPECTIONS

Completed municipal bridge and culvert
 inspections in compliance with O.Reg. 104/97
 for two structures.
Hornepayne, ON
June 2008-June 2012

inspections in compliance with O.Reg. 104/97
 for 26 structures.
Massey, ON
June 2008-January 2011

TOWNSHIP OF NAIRN AND HYMAN, MUNICIPAL BRIDGE
 INSPECTIONS

Completed municipal bridge inspection in
 compliance with O.Reg. 104/97 for one
 structure.
Nairn Centre, ON
June 2009-September 2009

TOWNSHIP OF PLUMMER ADDITIONAL, MUNICIPAL
 BRIDGE INSPECTIONS

Completed municipal bridge and culvert
 inspections in compliance with O.Reg. 104/97
 for six structures.
Bruce Mines, ON
June 2008-November 2008

TOWNSHIP OF JOHNSON, MUNICIPAL BRIDGE
 INSPECTIONS

Completed municipal bridge and culvert
 inspections in compliance with O.Reg. 104/97 for
 13 structures.
Desbarats, ON
June 2008-October 2008

TOWNSHIP OF CHAPLEAU, MUNICIPAL BRIDGE
 INSPECTIONS

Completed municipal bridge and culvert
 inspections in compliance with O.Reg. 104/97
 for four structures.
Chapleau, ON
June 2007-June 2011

Quality Assurance/Quality Control

READY MIX CONCRETE PRODUCERS, READY MIX
 CONCRETE PLANT AUDITS

Only approved auditor in the Algoma District.
 Audited more than 13 ready mix concrete
 production facilities in northern Ontario
June 2004-June 2012

TOWNSHIP OF SABLES-SPANISH RIVERS, MUNICIPAL
 BRIDGE INSPECTIONS

Completed municipal bridge and culvert

MINISTRY OF TRANSPORTATION OF ONTARIO, KASHUBECK
 CREEK CULVERT RELINE, HIGHWAY 17

QVE engineer and material testing technician for



APPENDIX

1.0

CURRICULUM VITAE

the 2440 mm diameter CSP culvert concrete reline.

Wawa, ON

June 2006-October 2006

MINISTRY OF TRANSPORTATION OF ONTARIO,
BATCHAWAN AND CARP RIVER BRIDGES, HIGHWAY 17

QVE engineer bridge rehabilitation

Batchawan, ON

July 2013-October 2013

CASWELL CONCRETE PRODUCTS, PRECAST CONCRETE
FACILITY AUDITOR

Auditing engineer for the precast concrete septic tank manufacturer. The scope of work included inspecting forms, reinforcing, and finished product for compliance with CSA standards.

Sault Ste. Marie, ON

December 2006

M.R. WRIGHT AND ASSOCIATES, MATERIALS TESTING
LABORATORY

Supervising engineer for a full-scale (asphalt, concrete, aggregates, soils, and compaction) material testing laboratory from 2003 to 2006. Major projects included the \$25 million Sault Ste. Marie Steel Back Centre and the Prince Wind Energy project comprising 126 wind turbines extending over nearly 20,000 acres, with a total installed capacity of 189 megawatts.

Sault Ste. Marie, ON

June 2003-January 2007

PRESTRESSED SYSTEMS INC., PRECAST CONCRETE FACILITY

Quality assurance manager that produced annually 4 million square feet of hollow core floor/roof slabs, and over 70,000 m³ of wet cast concrete products such as parking garages elements, highway bridge girders, arena seating bleachers, and wall panels. Responsible for maintaining CSA, PCI, and UL certifications for the plant and all products. Also responsible for writing the quality assurance manual for the precast operation. Supervised 10 quality control inspectors and responsible for all material testing and inspections. Major projects included Chrysler Canada Headquarters parking garage in Windsor, Ontario; Commercial Bank 8-storey parking garage in Detroit, Michigan, an parking garage with all double tee beams produced with

self-consolidating concrete; and Detroit Metro Airport parking garage, a 10-storey, 11,500-stall parking garage built with products from seven precast companies.

Windsor, ON

January 2000-December 2002

DEFENCE CONSTRUCTION CANADA, CADET SHED

Provided material testing and inspection services for the cadet shed during construction. Services included, compaction testing, bolt torque inspection, and concrete testing.

Sault Ste. Marie, ON

March 2011-June 2011

Engineered Crane Lifts

HYDRO ONE NETWORKS INC., OTTO HOLDEN DAM GATE
REMOVAL

Designed engineered crane lift for removal of dam gates at the dam.

Mattawa, ON

January 2005-December 2005

HYDRO ONE NETWORKS INC., CRYSTAL FALLS DAM GATE
REMOVAL

Designed engineered crane lift for gate removal for dam gate removal.

North Bay, ON

January 2004-December 2004

SHELL CANADA AND SUNCOR ENERGY, SHELL CANADA
AND SUNCOR ENERGY REFINERY

Designed engineered crane lift for equipment installations at refinery.

January 2004-December 2006

Geotechnical Services

BROOKFIELD RENEWABLE POWER, PRINCE WIND FARM,
PRINCE TOWNSHIP, ONTARIO.

Scope of work included geotechnical services to review the in-situ soil conditions for a creek crossing that would sustain concrete strip footings for the culvert structure. Directly involved in providing geotechnical recommendation to allow the contractor to proceed with the work after finding unusually weak soils.

June 2005-November 2005

APPENDIX

1.0

CURRICULUM VITAE

SAL-DAN DEVELOPMENTS, CODY HEIGHTS SUBDIVISION

Project engineer for the ravine infill for the new subdivision. Assisted with development of a fill procedure and coordinated all compaction testing and reviewed results.

Sault Ste. Marie, ON

June 2004-October 2004

Environmental Engineering

VARIOUS CLIENTS, FUEL OIL SPILL REMEDIATION,
VARIOUS LOCATIONS, ONTARIO.

Project engineer and assisted with both the environmental remediation as well as the structural stability of the structures. located at Sault Ste. Marie, Heyden, St. Joseph Island, and Bruce Mines.

June 2003-June 2006

Contract Administration

INTERNATIONAL BRIDGE ADMINISTRATION,
INTERNATIONAL BRIDGE CANADIAN ARCH SPAN
REHABILITATION

Duties included filed inspections of work performed and contract administration tasks including submittal reviews, progress payments, and certificates.

Sault Ste. Marie, ON

January 2009-December 2009

Demolition

CITY OF SAULT STE. MARIE, MEMORIAL GARDENS ARENA
DEMOLITION

Project involved demolition of existing 3,200-seat Memorial Gardens Arena. Responsibilities included reviewing demolition plan and interference with new arena construction adjacent to site.

Sault Ste. Marie, ON

February 2006-June 2006

INTERNATIONAL BRIDGE ADMINISTRATION, CANADIAN
BRIDGE PLAZA MODERNIZATION

Project involved demolition of six structures along Queen Street to make way for the new Bridge Plaza at the International Bridge. Responsibilities included assistance with tender package, site meetings, and general review during demolition.

Sault Ste. Marie, ON

January 2009-June 2010

TOWNSHIP OF CHAPLEAU, TOWER APARTMENT
DEMOLITION

Preparation of tender package, tendering, and contract administration for the demolition of the 40-unit apartment building.

Chapleau, ON

February 2010-September 2011



CIVIL

MUNICIPAL

GEOMATICS

ENVIRONMENTAL

TRANSPORTATION

GEOTECHNICAL

MAPPING

STRUCTURAL

MATERIALS TESTING

Sault Ste. Marie Office
 71 Black Road, Unit X
 Sault Ste. Marie, ON
 P6B 0A3

P: 705-949-1457
 TF: 800-808-6602
 F: 705-949-5606

saultstemarie@tulloch.ca
 www.tulloch.ca

PAGE

73

COLE R. HOWSON, P. Eng.

SENIOR PROJECT MANAGER

PROFILE

Cole Howson is a Professional Engineer with 34 years' experience. He is specialized in Structural Engineering, Building Science and Project Management. Presently, Cole Howson is employed as a Senior Project Manager.

EDUCATION

Civil (Structural) Engineering
 B.A.Sc.
 University of Waterloo
 1979

PROFESSIONAL ASSOCIATIONS

- Professional Engineers of Ontario

WORK EXPERIENCE

Tulloch Engineering, 2013-Present

- Senior Project Manager

Totten Sims Hubicki Associates Limited, 1980-2007

- Project Manager
- Project Engineer/Manager

University of Waterloo, 1984-1987

- Research Engineer



APPENDIX

1.0

CURRICULUM VITAE

PROJECT EXPERIENCE

DESIGN AND PROJECT MANAGEMENT

EXTERIOR BRICK REPAIRS AND CLADDING, 111 WILLIAM STREET, KAWARTHA LAKES HALIBURTON HOUSING CORP.

Detailed condition survey and design of brick rehabilitation including new insulated metal cladding system. Restoration of precast concrete balcony slabs. Project cost \$220,000 in 2003.

VENT SHAFT EVALUATION AND REHABILITATION, PHASE I, TORONTO TRANSIT COMMISSION

Condition survey, evaluation and rehabilitation design for three vent shaft structures along Yonge St. adjacent to main TTC subway structures. Various rehabilitation options were evaluated to correct concrete deterioration. Led detail design team and provided construction review. Completed in 2002-\$800,000.

DUNDAS WEST STATION AND COXWELL STATION BUS ROADWAY REHABILITATION

Toronto Transit Commission. Project Manager for detailed condition survey, structural evaluation, design of rehabilitation and construction review. Completed in 2002 - \$1,000,000.

VENT SHAFT CONDITION SURVEYS- TORONTO TRANSIT COMMISSION

Project Manager and team leader for detailed condition survey and structural evaluation of 12 vent shaft structures along Spadina Line in 2002.

SCIENCE WING TEACHING LABORATORIES- UNIVERSITY OF TORONTO, SCARBOROUGH

Project Manager of multi-discipline team for design and construction review of renovations to existing science teaching laboratories. Extensive mechanical systems upgrading and roof replacement was co-ordinated. Completion: Fall 2004- \$3,500,000.

220 OAK STREET - METROPOLITAN TORONTO HOUSING AUTHORITY

Administration of parking garage repairs, demolition and construction of new parking garage and exterior balcony repairs including phased tenders, administration of multiple contracts and quality assurance. Project Valued over \$5,000,000.

NORTHERN TREATMENT CENTRE, SAULT STE. MARIE

The renovation and structural upgrading of a maximum security rehabilitation centre required a multi-phased program carried out over 2 1/2 years. Upgrading the building's wall systems, roofing, structure and site services was co-ordinated. Project Value \$3,200,000.

UNDERGROUND GARAGE, UNIVERSITY OF TORONTO AT SCARBOROUGH

Design and administration of new garage within demanding site and budget limits. Project cost - \$1,000,000.

RONCESVALLES CARHOUSE RESTORATION (1992), TORONTO TRANSIT COMMISSION

The western service facility of the Queen Street streetcar system was re-built and upgraded with new vehicle hoists and floor areas. Provided project management and structural design and construction review services. Project Cost \$3,000,000.

BROCK TOWNSHIP ARENAS AND TOWN HALLS

Upgrading of buildings to meet Building and Fire Code requirements and to provide a new ice slab at the arena in Cannington. The work involved pre-design studies, public meetings, multiple tenders and site co-ordination. Project Costs \$1,100,000.

APPENDIX

1.0

CURRICULUM VITAE

COLD TEST FACILITY EXPANSION, KAPUSKASING

The design and project administration of expansion of General Motors of Canada Limited's facility was completed within tight scheduling restraints. Project involved expansion of shop area, automobile hoists and office areas and related site work.

PLANT CHANGEOVER - GENERAL MOTORS OF CANADA, OSHAWA

Structural design of concrete floor system including conveyor pits, service pits/ tunnels, foundation reinforcing for Plant 2 new car production. Work was completed using fast track scheduling.

VARIOUS IN-PLANT BUILDING RENOVATIONS AND MODIFICATIONS FOR GENERAL MOTORS OF CANADA LIMITED, OSHAWA

This work included numerous concrete slab repairs, overhead hoist certification, and miscellaneous assignments. Total Contracts Value over \$4,000,000.

ZIRCATEC PRECISION INDUSTRIES

Structural design of various modifications, mezzanines and additions to nuclear fuel processing plant in Port Hope and at their support facility in Cobourg. Services have been provided on a continuous basis since 2003.

BRAMPTON CITY HALL PARKING GARAGE

Detailed condition survey and design of phased rehabilitation of parking structure including concrete repairs and traffic waterproofing. Project includes annual monitoring and phased upgrading program over 5 years starting in 2004.

NUCLEAR MAGNETIC RESONANCE LAB, UNIVERSITY OF TORONTO AT SCARBOROUGH

Project leader for renovation of existing teaching space to state of art NMR testing laboratory. New mechanical and electrical upgrading was required. Completed in 2004.

LOADING DOCK, GUELPH CORRECTIONAL FACILITY, ONTARIO REALTY CORPORATION

Design and contract administration of fast track implementation of new loading dock. Completed winter 2006, \$160,000.

MARINE/DAM PROJECTS

PORT WHITBY MARINA, TOWN OF WHITBY

Design and project management of floating dock systems, boat launch facilities and harbour improvements.

BIRD'S MILL DAM RESTORATION, TOWN OF BRACEBRIDGE

Detailed condition survey and mapping of deterioration of concrete dam, weir and stoplog gains. Detail design of restoration works, 2006.

BIRD'S MILL PUMPHOUSE RESTORATION, TOWN OF BRACEBRIDGE

The project included a detailed inspection and report on the historic pump house. The design of restoration of the pump house, including concrete foundation structure, timber framing and exterior masonry of pump house was completed in 2003.

HIGH FALLS DAM BRIDGE, GREAT LAKES POWER

The work included detailed inspection and structural evaluation of vehicle bridge on hydro dam. The design of reinforcing and repair work was completed and construction assistance was provided for work by the owner's forces. Blind River Marina - Evaluation of boat lift out and boat launch facilities for ice forces.

BLIND RIVER MARINA

Evaluation of boat lift out and boat launch facilities for ice forces.

WHARF REPAIRS, ADM MILLING, MIDLAND

Repairs and stabilization of sheet pile wharf have been completed in several phases since 1998. In 1992, a major dredging and wall stabilizing project was completed for \$800,000.

1.0

APPENDIX

1.0

CURRICULUM VITAE

TOWNSHIP OF SPRINGWATER BUILDING APPRAISALS

Inspection and condition report on works garage buildings and provision of cost estimates for upgrading, 2004.

TOWNSHIP OF POWASSAN BUILDING APPRAISALS

Inspection and condition report on 24 municipal buildings with data base reporting format. The recommendations led to upgrading design for many buildings in 2003.

BEECROFT MANOR AND WILLIAM CLARKIN MEWS, TORONTO COMMUNITY HOUSING CORPORATION

Inspection and design of exterior masonry rehabilitation for several buildings including 18 storey high rise apartment, 2005.

EXPERT WITNESS, FAMILY AFFAIR RESTAURANT, INNISFIL

Inspection, report and witness services for legal action regarding structural deterioration of building. Completed 2005.

TORONTO TRANSIT COMMISSION, DETAILED CONDITION SURVEYS AND PRE-DESIGN REPORTS

Condition surveys and development of pre-design reports and recommendations for Victoria Park Station and Broadview Station were completed in 2005. Condition surveys included concrete core extraction and testing, copper copper-sulphate half cell, delamination sounding, asphalt cut tests.

ROOF INSPECTION AND REPLACEMENT

Roof inspection reports, evaluation of various roof replacement systems and follow-up design and project management of replacement work was completed for various types of roofing systems for numerous clients has been carried out. Typical projects include:

- Little Britain Community Centre, Built up asphalt
- Ken Giles Recreation Centre, Brampton-Standing seam galvalume.

- Darlington Sports Centre, Town of Newcastle. Built up asphalt.
- Mausoleum Building, Union Cemetery, City of Oshawa
- Buildings 112, 211, 217 and 221, Dupont Canada Inc. Built up asphalt.
- Scugog Arena, Port Perry
- Barrie Court House, Ministry of Government Services. Built up asphalt.
- Ajax Municipal Office, Built up asphalt.
- Pickering Village Court House, Pickering, Built up asphalt.
- Village Senior Citizens, Town of Ajax, Built up asphalt.
- Brampton Court House, Ontario Realty Corporation. Built up asphalt system.
- Ecole St. Joseph, Dubreuville Roman Catholic Separate School Board. Single ply PVC.
- S-Wing Re-roofing, University of Toronto at Scarborough. A detailed condition survey led to design of copper roofing system retrofit for sloped roof and concrete building envelope. Overall budget \$2,000,000.
- Huttonville School, City of Brampton - Built-up asphalt and sloped standing seam metal.
- 18/20 Trinity Street, Ontario Realty Corporation - Exterior masonry repairs and built up asphalt on wood roof deck at heritage building.
- Northumberland County Office Building and Golden Plough Retirement Home, Cobourg-Modified Bitumen systems.
- Bowmanville Animal Shelter and Hampton Hall, Municipality of Clarington - Single ply systems.

BRIDGE PROJECTS

BRIDGE INSPECTION MANUAL, MINISTRY OF TRANSPORTATION, ONTARIO

The preparation of nine chapters of the Bridge Inspection Manual involving the identification of inspection procedures, types of deficiencies and development of a rating system. Extensive field inspection of bridges throughout Southern Ontario was required.

APPENDIX

1.0

CURRICULUM VITAE

Bridge Rehabilitation Projects, Bridge Inspections, Evaluations and Repair/Reinforcement Projects Include:

- Hamlet Bridge, Trent Severn Waterway
- High Falls Development, Great Lakes Power Ltd.
- Collins Creek Bridge, County of Frontenac
- Carding Mills Bridge, County of Leeds
- Scott Creek Bridge, County of Victoria
- Laing's Bridge, Town of Newcastle
- White's Creek Bridge, Region of Durham
- Forest access roads throughout Algoma, Ministry of Natural Resources

BRIDGE APPRAISAL STUDIES

Visual inspection and completion of municipal bridge and culvert appraisal sheets and OSIM structure summary forms for the City of Scarborough, Town of Newmarket, Region of Durham, Town of New Tecumseth, Town of Milton, Region of Halton/Peel, Township of Chisholm, Township of Magnetawan.

STRUCTURE INSPECTION

Inspection of many aluminum truss overhead sign supports along Highways 400 and 401 and the Gardiner Expressway in Toronto and throughout Ontario. Visual inspection, traffic protection and non-destructive weld testing was included.

PEDESTRIAN BRIDGE, TOWN OF BLIND RIVER

Design and construction administration of pedestrian bridge alongside the MTO's Highway 17 structure. Completed 1994.

PICKERING VILLAGE MUSEUM PEDESTRIAN BRIDGE

Design and construction administration of rehabilitation of timber deck and guard rails. Completed 2005.

SNOWMOBILE TRAIL BRIDGES

Design of several trail bridges in Sault Ste. Marie district some with new materials and some using re-cycled structural steel. 1993-1999.

PEDESTRIAN BRIDGE OVER ACR RAIL TRACK AT ALGOMA STEEL IN SAULT STE. MARIE

Design completed using combination of new and re-cycled steel.

PETTICOAT CREEK CROSSING, CITY OF PICKERING

Conceptual design for design-build proposal for multi-span elevated walkway across sensitive environmental lands at Lake Ontario shoreline.

HIGHLAND CREEK PEDESTRIAN BRIDGE, TORONTO AND REGION CONSERVATION AUTHORITY

Design and contract administration of 58 m pedestrian crossing of Highland Creek at Lake Ontario. Bridge forms part of waterfront trail system. Construction completed in summer 2006 for \$650,000.



JOSH LELIEVRE, P. Eng.

PROFILE

Josh is a Project Manager at TULLOCH Engineering and is responsible for managing a variety of Civil Development projects from initial conception through to construction. Josh has over 15 years' experience and has completed numerous assignments that include land development, road design, storm and sanitary sewers, waterworks systems, stormwater management and hydrologic and hydraulic studies.

EDUCATION

B.Eng. Civil Engineering
Lakehead University
 April 2007

Professional Engineer
Ontario
 November 2014 – Present

PROFESSIONAL EXPERIENCE

TULLOCH Engineering Inc. September 2014-Present

- Project Manager

Cairns Engineering Inc. July 2009-September 2014

- Civil Designer

Millar Engineering Corp. October 2007-July 2009

- Civil Designer/Inspector

Dennis Consultants June 2004-May 2005

- Junior Inspector

CIVIL

MUNICIPAL

GEOMATICS

ENVIRONMENTAL

TRANSPORTATION

GEOTECHNICAL

MAPPING

STRUCTURAL

Sault Ste. Marie Office
 71 Black Road
 Unit 8
 Sault Ste. Marie, ON
 P6B 0A1

T 705-949-1451
 F 705-949-9609
 1-800-836-6402

info@tulloch.ca
www.TULLOCH.ca



400-1000-1000-1000
 400-1000-1000-1000
 400-1000-1000-1000

APPENDIX

1.0

CURRICULUM VITAE

TECHNICAL COMPETENCIES AND AREAS OF EXPERTISE

- Mr. Lelievre has over 15 years in the construction industry. His experience has been with projects ranging in size from small studies to multi-disciplined large projects.
- In his current role, Mr. Lelievre is responsible for all stages of project development including project initiation, conceptual design, preliminary design, final design, regulatory approvals, construction cost estimating, tendering process, and contract administration services including site inspections, reports, payment certificates, processing change orders, and certificates of substantial and final completion.
- Mr. Lelievre has worked on projects such as municipal road reconstruction projects, new subdivision developments, private commercial and industrial developments, schools, government properties, airports, and residential houses and condominiums.
- Mr. Lelievre has completed stormwater management for numerous projects including but not limited to;
 - End of pipe controls such as ponds, infiltration basins and underground storage chambers.
 - Low Impact Development techniques such as reduced lot grading, level spreaders, infiltration trenches, enhanced grass swales, etc.
 - Water quality objectives by means of oil and grit separators or an integrated treatment train approach utilizing the above methods.

PROJECT EXPERIENCE

Civil/Municipal Projects

- The design, preparation of construction specifications, applications for Ministry of the Environment Certificates of Approval, tendering, project management and construction inspection of new subdivisions and municipal road reconstruction projects including sanitary sewers, storm sewers, new watermain, road geometrics and stormwater management. Recent projects include:
 - Greenfield Subdivision
 - Queensgate Subdivision
 - Reconstruction of Second Ave.
 - Crimson Ridge Condo Development
- Building and Development site designs including complete servicing (sanitary and storm sewers, watermain, gas, U/G electrical) and grading design, stormwater management, specifications and inspections. Typical projects include the
 - Microtel in Sault Ste Marie, River Park Manor apartment building in Sault Ste. Marie, various townhouse developments in Sault Ste Marie, Tim Hortons developments (2) in Sudbury, Expansion of the Maison McCulloch Hospice in Sudbury, Medical Office in Parry Sound and Medical and Condominium site in Huntsville.
 - Stormwater Management studies, and design as per Municipal and Provincial Regulations. Typical implementations including, end of pipe controls, LID's, infiltration trenches, parking lot storage, oil and grit separators, lot grading and lot level conveyance controls.
 - Numerous topographical surveys and incorporation into land development software for design purposes.
 - Civil Design for solar panel sites in the Muskoka area, including site grading and

APPENDIX

1.0

CURRICULUM VITAE

access road design.

- Drainage assessments and reviews including hydrologic and hydraulic analysis of both overland and piped networks.
- Water supply design including hydraulic analysis and watermain capacity testing.

Geotechnical Projects

- Geotechnical Investigations for Subdivisions and Land Development Projects.
- Asphalt Condition Assessments

Structural Projects

- Structural Condition Assessments of existing buildings for solar roof top panel installation.
- Structural Condition Assessments of existing buildings for renovation purposes.
- Multiple building inspections to evaluate compliance with the Ontario Building Code.
- Design of beams, columns and foundations for various new and existing residential construction.

APPENDIX

1.0

CURRICULUM VITAE



CIVIL

MUNICIPAL

GEOMATICS

ENVIRONMENTAL

TRANSPORTATION

GEOTECHNICAL

MAPPING

STRUCTURAL

Sault Ste. Marie Office
 71 Hask Road
 Unit 8
 Sault Ste. Marie, ON
 P6B 0A1

P: 705-949-1857
 F: 705-949-9477
 1-866-806-6622

saultstemarie@tulloch.ca
 www.TULLOCH.ca

PAGE

82

DAN MOODY, A.Sc.T.

PROJECT MANAGER

PROFILE

Dan is an engineering technologist with 15 years of experience providing structural and building design/drafting services. His experience extends from heavy industrial to residential and also includes project management and engineered crane lifts.

EDUCATION**Technology Diploma**

Civil Engineering
 Sault College
 1999

Technician Diploma

Construction Engineering
 Sault College
 1999

PROFESSIONAL ASSOCIATIONS AND CERTIFICATIONS

- Applied Science Technologist (A.Sc.T.) with Ontario Association of Certified Engineering Technicians and Technologists (OACETT)
- Cross Connection Control Specialist (OWWA)
- Certified Rigging Trainer (Crosby Group Inc.)
- WSIB Joint Health and Safety Committee Certified Member

WORK EXPERIENCE**TULLOCH Engineering 2013 - Present**

- Structural Designer/Project Manager

AECOM, 2012-2013

- Structural Technologist

M.R. Wright & Associates Co. Ltd., 1999-2012

- Engineering Technologist
- Health and Safety Chair
- IT Coordinator



CURRICULUM VITAE

PROJECT EXPERIENCE

Structural Design & Drafting**NORTHSIDE MAZDA AUTO DEALERSHIP***Sault Ste. Marie, ON**April 2014***LAFARGE CANADA INC. BUCKET ELEVATOR TEMPORARY SHORING***Spragge, ON**April 2014***BELL CANADA FLOOR CRACK STRUCTURAL REVIEW***Sault Ste. Marie, ON**March 2014***MEMORIAL TOWER INSPECTION, REVIEW AND CONDITION ASSESSMENT***Sault Ste. Marie, ON**November, 2014***LAFARGE CANADA INC. TRUCK SCALE FOUNDATIONS***Birch Island, ON**April 2013***TOWNSHIP OF CHAPLEAU, COMMUNITY CENTRE FRONT ENTRANCE UPGRADE***Chapleau, ON**October 2013-February 2014***HURON SHORES RECREATION CENTRE EXPANSION***Sault Ste. Marie, ON**November, 2014***STEEL BACK CENTRE STRUCTURAL DRAFTING***Sault Ste. Marie, ON**June 2004-June 2006***CITY OF KIRKLAND LAKE, HOCKEY HERITAGE NORTH***Kirkland Lake, ON**January 2003-September 2004***COCKBURN ISLAND BREAKWATER WHARF REHABILITATION***Sault Ste. Marie, ON**April, 2004***FLAKEBOARD MANUFACTURING PLANT STRUCTURAL DRAFTING***Sault Ste. Marie, ON**April, 2004***McKAY GENERATING STATION PENSTOCK WALKWAY***Montreal River, ON**September, 2001***Structural Design & Project Management****SKYWAY 8 WIND FARM SUBSTATION DESIGN***Riverview, ON**October 2013***CITY OF SAULT STE. MARIE, PEDESTRIAN BRIDGE OVER CLARK CREEK***SAULT STE. MARIE, ON**October 2013-February 2014***PUBLIC WORKS STORAGE GARAGE DESIGN REVIEW & PROJECT MANAGEMENT***SAULT STE. MARIE, ON**July 2013-May 2014***ALGOMA CONDOMINIUM CORP. NO. 2, ST. BERNARD'S TOWER PARKING GARAGE REHABILITATION***Sault Ste. Marie, ON**July 2014-***ALGOMA CONDOMINIUM CORP. NO. 2, ST. BERNARD'S TOWER SWING STAGE ANCHORAGE DESIGN***Sault Ste. Marie, ON**October 2013***Building/Structure Condition Assessments****JOHN RHODES COMMUNITY CENTRE STRUCTURAL INSPECTION***Sault Ste. Marie, ON**November, 2015***ALGOMA DISTRICT SERVICES ADMINISTRATION BOARD (ADSAB) BALCONY INSPECTIONS***Various Site, ON**September 2015 – November 2015*

September, 2014

September, 2014

October, 2013

January 2005-December 2005

January 2004-December 2004

January 2004-December 2006

THANK YOU

IDEA

INTEGRATED DESIGN
ENGINEERING + ARCHITECTURE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV

June 27, 2019
File #2019CDE-CS-CM-02-P



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION PHASE XV

The Corporation of the City of Sault Ste. Marie is accepting Proposals from interested parties for the provision of Architectural and Engineering Services for the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery, 28 Fourth Line East.

Your Proposal must contain recommendations to satisfy the requirements described in the "Terms of Reference" section supplied with this request.

During the period for Proposal preparation, any questions concerning the requirements or intent of the statements contained herein should be addressed (**by email only**) to Mr. Roger Nenonen, Manager of Cemeteries, telephone 705-759-5324, email r.nenonen@cityssm.on.ca.

A mandatory Site Inspection prior to submitting a Proposal is required for the Proposal to qualify.

If you are in a position to submit a Proposal for this requirement, the completed Form of Proposal and any required attachments and schedules must be returned, in a sealed envelope (package), to the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Proposals are due and will be accepted no later than 4:00 o'clock p.m., local time (Eastern), Friday, August 2, 2019.

We look forward to receiving your response.

Yours sincerely

Tim Gowans
Manager of Purchasing



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV

Sealed Proposals plainly marked as to contents, will be received by the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario until:

4:00 O'CLOCK P.M., LOCAL TIME (EASTERN), FRIDAY, AUGUST 2, 2019

for:

**ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION
PHASE XV**

Request for Proposal Documents may be obtained from the office of the Manager of Purchasing, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

The lowest or any Proposal will not necessarily be accepted.

Tim Gowans
Manager of Purchasing

I N D E X

- 1) INFORMATION TO PROPONENTS
- 2) FORM OF PROPOSAL
- 3) TERMS OF REFERENCE
- 4) BASIC PLOT PLAN

SECTION 1

INFORMATION TO PROPONENTS

INFORMATION TO PROPONENTS
ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION
PHASE XV

1. Delivery and Opening of Proposals

All proposals must be sealed in an envelope or package properly marked as to contents (“**Proposal for Architectural & Engineering Services - Mausoleum Expansion Phase XV – File # 2019CDE-CS-CM-02-P**”) and delivered to:

**The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

Date: Friday, August 2, 2019

Time: 4:00 p.m., local (Eastern) time

Late Proposals will not be accepted and may be returned unopened at the Proponent's expense.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

2. Errors, Omissions, Clarifications

All requests for technical information or to clarify the Terms of Reference shall be addressed (*by email only*) to Mr. Roger Nenonen, Manager – Cemeteries, telephone 705-759-5324, email r.nenonen@cityssm.on.ca.

All questions and requests for clarification relating to the Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be directed to Mr. Tim Gowans, Manager of Purchasing, at (705) 759-5298, or by email to t.gowans@cityssm.on.ca. The Manager of Purchasing may, at his sole discretion, issue a written addendum. Neither the named City Contact nor the Manager of Purchasing will make oral interpretations or clarifications, as to the meaning of the Proposal documents.

3. **Informal Proposals**

Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

4. **Ability and Experience of Proponents**

No Proposal will be considered from any Proponent unless known to have a background of experience in a related enterprise of a character similar to that covered by this document.

5. **Mandatory Site Inspection; and Conditions & Requirements of Work**

Proponents are required to submit their Proposals upon the express conditions that they shall satisfy themselves by personal examination of the location of the proposed works; and such other manners as desired.

A Site Inspection accompanied by Mr. Roger Nenonen; or his designate; telephone 705-759-5324 must be completed prior to submitting a Proposal in response to this RFP. Proposals submitted in the absence of the mandatory Site Inspection will not be considered.

6. **Execution of Contract**

The Proponent to whom the Contract is awarded will be required to agree upon a Contract within 30 calendar days from the date of the notice from the City to the Proponent after the conclusion of any negotiations.

7. **Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

8. **Right To Accept or Reject Proposals**

The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interests of the City to do so and if only one Proposal is received, the City reserves the right to reject it.

Notwithstanding the foregoing, in the event that a preferred Proposal does not exactly and entirely meet the City's requirements, the City reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

Information to Proponents (cont'd)
Architectural & Engineering Services – Mausoleum Expansion Phase XV

9. Schedule

A- Release of RFP	June 27, 2019
B- Deadline for Questions	July 17, 2019 Noon
C- Submission of Proposal	August 2, 2019
D- Proposal Evaluation	August 16, 2019 (tentative)
E- Recommendation of Award	August, 2019
F- Award of Contract	September 9, 2019
G- Tendering Construction	October, 2019
H- Start of Construction	November, 2019
I- Overall Completion of Project	July/August, 2020

The City reserves the right to alter the scheduling of items “B” to “I”.

10. Proposal Copies

Five (5) complete sets of the Proposal documents are to be submitted – four “hard copies” - one (1) marked as **“Original”** and three (3) sets marked as **“Copy”**, *plus one (1) electronic copy in PDF or similar format on USB Key or other digital media.*

The **“Form of Proposal”** included with the Proposal documents marked **“Original”** must bear **original signatures in ink** to qualify.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated. Telephone and Email contact details must be included.

11. Indemnity

The successful Proponent shall indemnify and hold harmless the City, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgements, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the successful Proponent.

12. Insurance Policy and Certificate

The successful Proponent shall maintain such insurance as will protect the Proponent and the City from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operations under this contract.

The successful Proponent shall provide a Certificate of Insurance certifying General Liability Insurance (including Blanket Contractual Liability, Premises and Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability) for a minimum of \$5,000,000 per occurrence, prior to the commencement of the contract.

The successful Proponent shall also maintain Professional Liability Insurance as may be required and appropriate for the duration of the Project.

In addition, the successful Proponent is required to maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with an inclusive limit of not less than \$2,000,000 per occurrence.

The successful Proponent is required to provide the City with a minimum of sixty (60) day written notice of any change and/or cancellation of coverage.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. In the event that the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

13. Contractor Pre-Qualification

The successful Proponent will be responsible for the provision of Contract Management Services for the duration of the Project. Personal Protective Equipment (PPE) must be used by its employees as required to perform the required work, and be maintained in a safe working condition. The successful Proponent is responsible for the supply of all safety equipment required by its employees.

The successful Proponent and any Subcontractor (if applicable) is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of onsite work on this contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training and Safe Work Practices. Details regarding compliance with this requirements may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Responsibility for compliance with this requirement by any Subcontractor is the responsibility of the successful Proponent.

Important: Failure to establish and maintain compliance with the terms of the City's Contractor Pre-Qualification Program will result in loss of the Contract.

12. Assignment

The successful Proponent shall keep the work under their personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Deputy CAO – Community Development & Enterprise Services (DCAO-CDES). The consent of the DCAO-CDES of any such assignment, transfer or subletting, shall not, however, relieve the successful Proponent of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and the successful Proponent shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Proponent were performing the work with their own plant and employees.

13. Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

14. Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Manager of Purchasing for the purpose of clarification.

15. Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The content of the Proposal, and all documentation, and information shall be held in confidence by the City, subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*. Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address **only**. In submitting a Proposal, Proponents acknowledge and agree to this provision.

16. Municipal Freedom Of Information & Protection Of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the *Act*.

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the Information to Proponents, attached to and forming a part of this proposal, hereby propose and agree to provide Architectural & Engineering Services for the Mausoleum Expansion XV at Holy Sepulchre Cemetery, 25 Fourth Line East, Sault Ste. Marie, ON as outlined in this Request for Proposal.

The Proposal response has been prepared in accordance with Ontario Association of Architects (OAA) Regulations. I/We understand that Proposals are not to be submitted that can be interpreted as violating OAA Codes.

The mandatory site inspection was made on _____ (state date and time). I/We understand that quotations submitted in the absence of the Site Inspection will not be considered.

I/We understand that the response for each solution proposed shall include five (5) copies labeled and signed, and in the required formats as outlined in the Request for Proposal.

I /We have attached the required Payment Schedule (HST extra), specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any proposal submitted without the required attachments and documentation may not be considered.

All work will be completed within the specified timetable as outlined in the response to the Request for Proposal. The timetable will start upon receipt of notification of acceptance of this proposal and your official purchase order with a starting date agreed to by both parties.

It is hereby understood and agreed that upon acceptance and execution of this proposal by the Corporation of the City of Sault Ste. Marie, this form of proposal together with the terms and conditions hereto attached, shall constitute a valid binding contract between the parties hereto.

Form of Proposal (cont'd)

Architectural & Engineering Services – Mausoleum Expansion Phase XV

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

It is understood and agreed that the City reserves the right to reject a Proposal from any Proponent against whom it has an unresolved claim for damages of any kind whether the claim is in litigation or not. It is further understood and agreed the City may reject a Proposal from any Proponent with whom it is engaged in litigation before the Courts; regardless of how the matter arose in the first instance.

It is further understood and agreed that the lowest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This ***“Form of Proposal”*** must be completed, signed in ink with original signatures and seals, and returned as part of the Proposal submission to qualify.

_____ NAME OF FIRM	(seal)
_____ ADDRESS	
_____ CITY	_____ POSTAL CODE
_____ SIGNING OFFICER SIGNATURE	_____ WITNESS' SIGNATURE (must be present if Corporate Seal is not affixed to Form of Proposal)
_____ SIGNING OFFICER'S NAME (please print)	_____ TELEPHONE NUMBER
_____ CONTACT EMAIL ADDRESS	_____ DATE

SECTION 3

TERMS OF REFERENCE

TERMS OF REFERENCE

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV

1. **Introduction**

The Corporation of the City of Sault Ste. Marie is accepting Proposals from qualified architectural firms for the provision of full Architectural and Engineering Services for the Phase XV expansion to the Mausoleums located in Holy Sepulchre Cemetery, 28 Fourth Line East.

The City hopes to achieve a design that upholds the beauty and aesthetics of the mausoleums already in place. The City prefers that the design will incorporate granite materials in use at previous phases of the Mausoleum. Preference will be given to crypt faces of Vermilion Pink granite and facing of Stanstead Grey granite. The goal is to balance this intention with economical/innovative design, along with improvements in long-term durability and ease of use.

2. **Mandatory Site Inspection and Conditions of Work**

A Site Inspection accompanied by Mr. Roger Nenonen; or his designate; telephone 705-759-5324 must be completed prior to submitting a Proposal in response to this RFP. Proposals submitted in the absence of the mandatory Site Inspection will not be considered.

3. **Project Scope and Requirements**

The City intends to pursue the Mausoleum Phase XV expansion by selecting a Proponent through the RFP process to act as the prime consultant to assemble the required architectural & engineering team; and coordinate all phases of design; contract documents and tendering (includes preparation, printing, and distribution of tender documents & any addenda; review of tenders submitted & preparation of any required reports), contract administration, and post construction review.

The City has a preference for the inclusion of local presence in proponent teams bidding on this project, either in a project lead capacity or otherwise as a significant part of the team. The City intends to be involved in the design of the facility and will require the successful Proponent to work with the City during all stages of the project.

The City retains the right to terminate the process at the end of design development phase, or at any time, and for any reason. In the case of early termination of the Project, only the fees and disbursements associated with services and work actually performed by the successful Proponent shall be owing and paid.

The Project should be divided into phases compatible with the Ontario Association of Architects Standard Form of Contract for Architectural Services, (OAA 600-2013 with July 1, 2018 Amendments; or most current version). Proponents should attach a Schedule to their Proposal detailing the components, the services to be performed, and fees for each phase of the Project.

The successful Proponent will perform all necessary design-related due diligence to ensure that the resulting design concepts are achievable and provide verification that the design elements can be accommodated within the established budget. A preliminary Budget (HST extra) has been determined based on previous construction - \$958,000 is available within the Cemetery Reserve. This will be refined during the Project. The budget includes construction costs as well as architectural and engineering services fees.

3. Desired Features

In the interests of cost savings, durability (long-term) of design, and user improvements, Proponents should note the following requirements and goals during preparation of their Proposal:

1. The City prefers that the approved design will consist of one (1) structure with four (4) rows of crypts. Needed inventory is 60 single crypts; and 60 companion crypts. For companion crypts, use the double-depth layout exclusively (no tandem). These numbers may be scaled back, reflecting pre-tendering estimates;
2. The City serves a wide spectrum of clients and the approved design must maximize accessibility to all – compliance with all applicable legislation is required;
3. Location will be to the south of the most recent mausoleum, generally in accordance with the previous plan. Proponents should refer to the basic Plot Plan provided in Section 4 of the RFP as well as information obtained during the mandatory site inspection (see para. 2. above);
4. Consider a simplified roof design, e.g., one that may be repaired without a roofing contractor. Trusses with sloped metal roof, for example, may be an option;

Terms of Reference (cont'd)

Architectural & Engineering Services – Mausoleum Expansion Phase XV

5. Consider using an improved exterior finish for long-term durability. The present use of stucco on concrete has resulted in ongoing and expensive repairs. Ease of winter maintenance will also be a consideration;
6. Include paver brick and lighting (supply and installation);
7. Exclude flower beds in the design;
8. Exclude trees and benches (these will be provided by the cemetery, post-construction);
9. Further to point (8), final landscaping may be completed by City forces;
10. Exclude storage garage;
11. If electrical power is required (additional), note that qualified cemetery workers are available to complete the trenching (both open and cover) to either 4th Line or Peoples Road. Power connection from Peoples Road is preferred.

4. Testing, Permits, and Certifications

- The successful Proponent will be responsible to certify all structural plans and details for conformity to the requirements of the Ontario Building Code;
- The successful Proponent will verify that soil conditions are adequate both in terms of bearing capacity and elevation of water table to support the proposed mausoleum structure;
- The successful Proponent will verify that the structure proposed will satisfy a concern for seismic loads resulting from the rail line proximate to the mausoleum site;
- The successful proponent will be responsible for obtaining Ministry of Consumer and Commercial Affairs, Cemeteries Branch, certification on behalf of the City of Sault Ste. Marie.

5. Timelines

Selection of the successful Proponent is expected to be made by September 9, 2019. The City prefers that tendering for construction be made in the Fall of 2019 with some construction occurring in late 2019, and construction completion mid-year 2020.

6. Fees

Price, pricing formula, fee schedule and related conditions of contract, according to requirements of this Request for Proposal should:

- 1) Be expressed both as a percentage and dollar amount of the established Budget;
- 2) Be apportioned by phase in the customary fashion for projects of this type – see para. 3. above (Detailed realistic estimates including total costs must be provided);
- 3) Include all costs for Professional Fees and approximate time dedications for members of the Design & Engineering team as required for this Project;
- 4) Be in Canadian Dollars; and
- 5) Show all taxes (HST, etc.) separately.

A Schedule of Hourly Rates and/or Per Diems for principal team members and support staff should be included with the Pricing provided.

Disbursements will be charged at cost without additions for administrative fees, etc.

Proponents are encouraged to give consideration to alternative and innovative adjustments to the basis for remuneration.

7. Agreement

The City of Sault Ste. Marie intends to enter into a formal agreement with the successful Proponent, as per the "Ontario Association of Architects Standard Form of Contract for Architectural Services, (OAA 600-2013 with July 1, 2018 Amendments; or most current version).

10. Proposal Content

Five (5) sets of the Proposal documents shall be submitted – one (1) marked as "**Original**", three (3) marked as "**Copy**", and one (1) in electronic format (see **Paragraph 10. Proposal Copies** in the Information to Proponents section of the RFP).

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Terms of Reference (cont'd)

Architectural & Engineering Services – Mausoleum Expansion Phase XV

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, address, telephone number, facsimile number and Contact Person.

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of the Proponent, and bind the Proponent to statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – original signatures must be present on the Proposal Document set marked “**Original**”.

Proponent's Response –

- **Summary** – Short summary of the key features of the Proposal. Understanding of the terms and requirements of the RFP should be demonstrated.
- **Company/Consortium Background –**

For the lead Architectural Firm:

- Name & Address;
- Details & Experience of Key Team members;
- Qualifications & Certifications;
- Recent (past 5 years preferred) experience/history in designing similar projects within an established maximum budget;
- Details regarding Support Personnel on staff to assist with the Project.

The Principal (architect) entering into the contract with the City of Sault Ste. Marie must be duly licensed to practice in the Province of Ontario. Proponents should indicate the depth of capacity of the team members to provide the design and other services required to complete the design and construction of the Mausoleum expansion. Evidence of capabilities to perform effective Project Management regarding Scheduling; Cost Control and Supervision should be attached.

Terms of Reference (cont'd)

Architectural & Engineering Services – Mausoleum Expansion Phase XV

For the Engineering Firm & Other Key Team Members:

- Names & Addresses of Firms
- Details & Experience of Key Team members
- Qualifications & Certifications
- Recent (past 5 years preferred) experience/history in similar projects
- Details regarding Support Personnel on staff to assist with the Project

Engineering firms must be licensed to practice in the Province of Ontario. Proponents should indicate the depth of capacity of the team members to provide full engineering services and other services required to complete the design and construction of the Mausoleum expansion.

- **Fees (HST extra)** – Include comprehensive fee schedule in accordance with para. 6. above.
- **Workplan/Schedule** – Proponents are required to provide a detailed work plan/schedule indicating that they are prepared to meet the timelines established by the City.
- **Technical Response Time** – Proponents shall indicate the approximate travel time to the City of Sault Ste. Marie as it relates to technical response time – Proponents may be requested to provide estimates of service response time for specific tasks if requested.
- **References** – Proponents are required to provide a minimum of three (3) references for successful completion of similar projects. Complete contact details including email addresses should be included.

Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

10. Evaluation

The City of Sault Ste. Marie will evaluate all Proposals received on the basis of defined evaluation criteria. These criteria will not be made available to prospective Proponents. The evaluation criteria will reflect the submission requirements above and include:

- The degree to which all objectives of the City of Sault Ste. Marie are met;
- Quality and clarity of the submission;
- Demonstrated experience and qualifications;
- Fees and ability to work within the established budget;
- Ability to meet required timelines.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The evaluation process will not be limited to these areas. Other criteria not specifically listed above will also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

As noted, the City of Sault Ste. Marie reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the Proposal call and negotiate with one or more Proponents, or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the Proposal with the lowest proposed fees or any other Proposal.

Proponents are reminded that there is no recourse to the City of Sault Ste. Marie for its decision and the City of Sault Ste. Marie will not provide any compensation to Proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received.

The City of Sault Ste. Marie will endeavour to complete the evaluation process in the shortest time possible. **The City of Sault Ste. Marie reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process.**

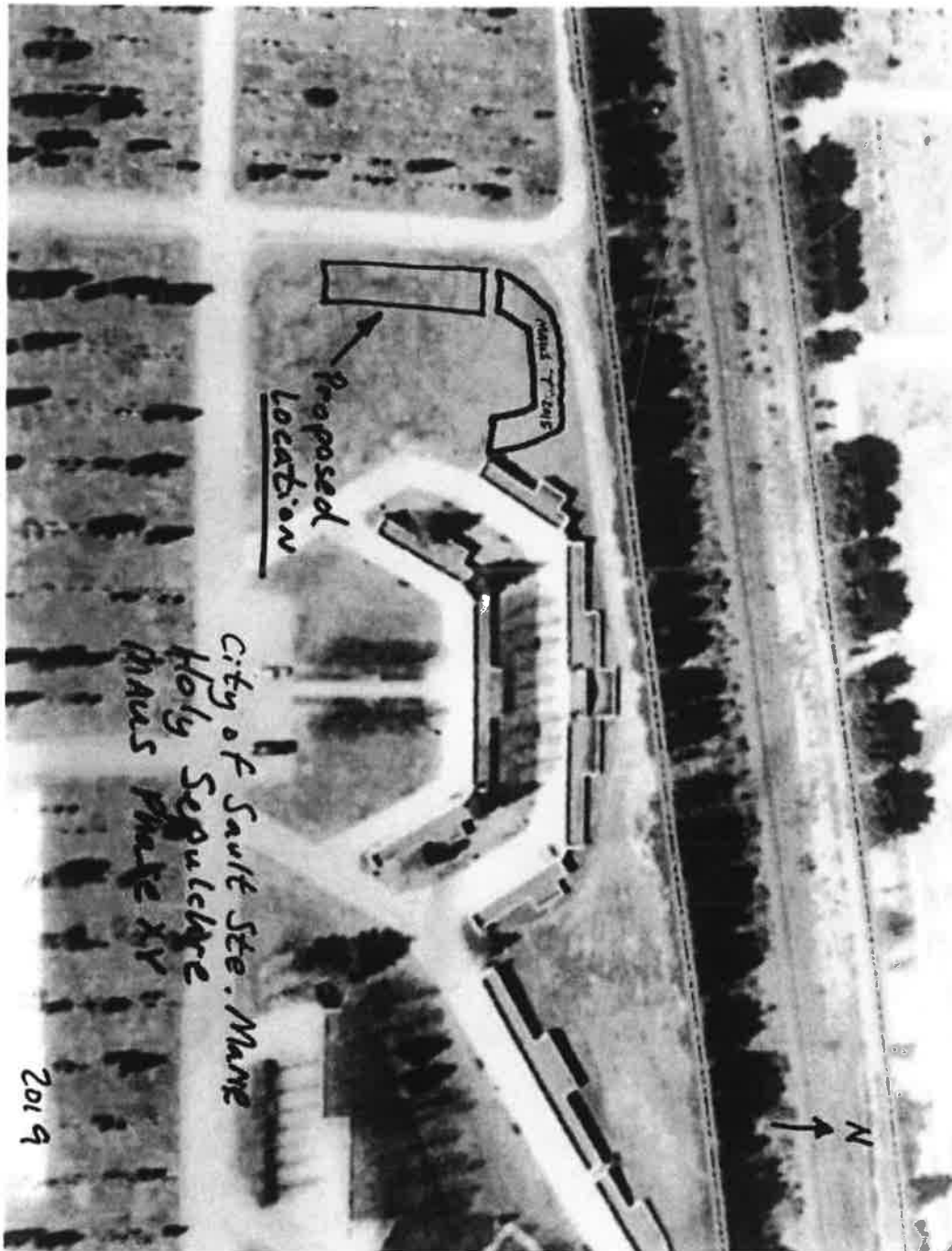
SECTION 4

BASIC PLOT PLAN

BASIC PLOT PLAN

ARCHITECTURAL & ENGINEERING SERVICES – MAUSOLEUM EXPANSION

PHASE XV



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-167

FINANCING: (F1.5) A by-law to adopt a Statement of Investment Policy and Goals for the City of Sault Ste. Marie and to repeal By-law 2007-213.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act*, and amendments thereto, **ENACTS** as follows:

1. **STATEMENT OF INVESTMENT POLICY AND GOALS ADOPTED**

The Corporation of the City of Sault Ste. Marie adopts the Statement of Investment Policy and Goals for the City of Sault Ste. Marie in the form of Schedule "A" attached hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **BY-LAW 2007-213 REPEALED**

By-law 2007-213 is hereby repealed.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 9th day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI



Subject: Investment Policy
Service Area: Administration
Source: Finance
Date: 2019 09 09

Purpose:

The goal of the investment policy shall be to set out the guiding principles and establish a statement of the investment policies and goals for the purpose of investing public funds while meeting the related statutory requirements.

Applications:

The investment policy applies to all financial assets of the City of Sault Ste. Marie held within:

- General Funds
- Reserves and Reserve Funds
- Trust Funds

Definitions:

- ONE-The Public Sector Group of Funds (ONE Investment) is a local government investment pool in which Ontario municipalities may invest. ONE is operated by Local Authorities Service Limited (a wholly owned subsidiary of the Association of Municipalities of Ontario) together with CHUMS Financing Corporation (a wholly owned subsidiary of the Municipal Finance Officers' Association of Ontario)
- Portfolio is a collection of securities held by an investor
- Prudent Person Rule: an investment standard outlining the fiduciary responsibilities relating to the investment practices of public fund investors. The "prudent person" must at in all matters regarding investments with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Scope:

The primary objectives of the investment program, in priority order, shall be:

- 1) Adherence to statutory requirements
- 2) Preservation of capital
- 3) Maintaining liquidity
- 4) Earning a competitive rate of return

Adherence to Statutory Requirements:

All investment activities shall be governed by the Municipal Act as amended. Investments, unless limited further by Council, will be those deemed eligible under Ontario Regulation 438/97 or as authorized by subsequent provincial regulations.

Preservation of Capital:



Safety of principal is a primary objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. A reasonable diversification of the portfolio will be undertaken as several different investments is likely to provide a more acceptable level of risk exposure than having a single investment. All investments shall have a minimum rating within the limitations as set out in Ontario Regulation 438/97.

Maintaining Liquidity:

The investment portfolio shall remain liquid to meet all operating or cash flow requirements and limit temporary borrowing requirements. This shall be done where possible by structuring the portfolio such that securities mature concurrent with anticipated cash demands. A portion of the portfolio may be placed in eligible investment pools which offer liquidity for short-term funds.

Earning a Competitive Rate of Return:

The rate of return on the investment portfolio will be optimized to the extent possible given the investment objectives of legality, preservation of principal and the need to maintain adequate liquidity. Investments are generally limited to relatively low risk securities in anticipation of earning a fair return to the assumed risk.

Prudence:

Investments shall be made with judgment and care, under circumstances then prevailing, following the prudent person principle of investment management and considering the probable safety of their principal as well as the probable income to be derived. Authorized employees acting in accordance with this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes.

Delegation of Authority:

The investment policy and any amendments must be adopted by City Council. This policy will delegate to the Treasurer the authority to make investments which comply with this policy. The Treasurer has overall responsibility for the prudent investment of the City's portfolio. Authority to manage and implement the investment program may be granted for all or a portion of the municipality's overall investment portfolio, to an external investment Agent, that as an Investment Manager acts on behalf of the municipality. Those investments governed by the provisions of the "ONE-The Public Sector Group of Fund" agreement shall be deemed delegated to that agent.

Eligible Investments:

The City will invest only in securities permitted under the Municipal Act and Ontario Regulation 438/97, as amended from time to time.

Reporting:

The Treasurer shall submit to Council an annual investment report that should include:

- A summary of the investment portfolio held at the end of the reporting period
- A statement about the performance of the portfolio of investments
- Compliance status of the portfolio



- Such other information that City Council may require or that, in the opinion of the Treasurer, should be included.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-168

AGREEMENT: (C3.57) A by-law to authorize the execution of the Agreement between the City and Federation of Canadian Municipalities for the Climate Change Staff Grant program and Staff will move forward with the recruitment for the contract staff position.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated September 9, 2019 between the City and the Federation of Canadian Municipalities, a copy of which is attached as Schedule "A" hereto. This Agreement is for the Climate Change Staff Grant program and Staff will move forward with the recruitment for the contract staff person.

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 9th day of September, 2019.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipalities for Climate Innovation Program (herein called **MCIP**);
- (b) the Government of Canada has funded MCIP, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Agreement" means this agreement, including all schedules, and all amendments or restatements as permitted;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Claim" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Confidential Information" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"Eligible Activities" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"Eligible Expenditure Date" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"Eligible Expenditures" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"Grant" means the grant set forth in Article 2;

"Grant Amount" means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

"Indemnified Parties" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Parties" means FCM and the Recipient, and **"Party"** refers to any one of them;

"Project" means the project described in Part 2 of Schedule A attached hereto;

"Project End Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

"Project Start Date" has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

"Receiving Party" has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Completion Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in

FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 **Negative Covenants.** Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada’s consent, the Recipient may be required to pay back to FCM, at FCM’s sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 **Intellectual Property.** Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the “Recipient Documentation”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient’s ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 **License.** The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

ARTICLE 7 APPROPRIATIONS

- 7.01 **Appropriations.** Notwithstanding FCM’s obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown’s main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action,

whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2028.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

**ARTICLE 11
CONFIDENTIALITY**

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

**ARTICLE 12
TERMINATION**

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
 - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or

- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The

Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.

- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Name: Christian Provenzano

Title: Mayor

Date: _____

Per: _____

Name: Malcolm White

Title: City Clerk

Date: _____

We have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES,

Per: _____

Name: Geneviève Thouin

Title: Program Director - MCIP

Date: _____

I have authority to bind FCM herein.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2019-169

APPOINTMENT: (A1.3) A by-law to appoint Madison Zuppa as Deputy Clerk.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to Municipal Act, 2001, c. 25 **ENACTS** as follows:

1. **APPOINTMENT – DEPUTY CLERK**

Madison Zuppa is hereby appointed Deputy Clerk.

2. **BY-LAW 2010-033 REPEALED**

By-law 2010-033 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective on September 16, 2019.

PASSED in open Council this 9th day of September, 2019.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI