



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

Monday, January 11, 2021

4:30 pm

Video Conference

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|                                                                                                                                                               | Pages          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>1. Adoption of Minutes</b>                                                                                                                                 | <b>17 - 31</b> |
| Mover Councillor P. Christian<br>Seconder Councillor C. Gardi<br>Resolved that the Minutes of the Regular Council Meeting of December 14, 2020 be approved.   |                |
| <b>2. Questions and Information Arising Out of the Minutes and not Otherwise on the Agenda</b>                                                                |                |
| <b>3. Declaration of Pecuniary Interest</b>                                                                                                                   |                |
| <b>4. Approve Agenda as Presented</b>                                                                                                                         |                |
| Mover Councillor P. Christian<br>Seconder Councillor M. Scott<br>Resolved that the Agenda for January 11, 2021 City Council Meeting as presented be approved. |                |
| <b>5. Proclamations/Delegations</b>                                                                                                                           |                |
| <b>5.1. Crime Stoppers Month</b>                                                                                                                              | <b>32 - 32</b> |
| <b>5.2. 2020 Christmas Lighting Awards</b>                                                                                                                    |                |
| <b>6. Communications and Routine Reports of City Departments, Boards and Committees – Consent Agenda</b>                                                      |                |
| Mover Councillor S. Hollingsworth                                                                                                                             |                |

Seconder Councillor C. Gardi

Resolved that all the items listed under date January 11, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1. Correspondence – Ministry of Transportation 33 - 36**

Safe Restart funding (Transit)

**6.2. Outstanding Resolutions 37 - 42**

**6.3. Twin Pad Arena Project Borrowing By-law 43 - 44**

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

The relevant By-law 2021-5 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.4. Finn Hill Update 45 - 51**

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the report of the Director of Community Services dated January 11, 2021 concerning Finn Hill Update be received and that:

1. Natural berms be installed at Finn Hill in 2021;
2. Staff be directed to refine costs and submit a capital request for a new washroom facility at Finn Hill as part of the 2022 budget process;
3. Staff be directed to obtain costing for additional lighting options for Finn Hill and submit a capital request as part of the 2022 capital budget process;

Further that a copy of this resolution be provided to Charlie Lachapelle-Smith.

**6.5. Lease Agreement Suspension Due to Province-wide Shutdown 52 - 53**

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Director of Community Services dated January 11, 2021 concerning Lease Agreement Suspension be received and that:

- Lease agreements for Sault Ste. Marie Gymnastics Club, 882206 Ontario Inc. and Superior Sports Training Incorporated be suspended



between December 26, 2020 and January 11, 2021 due to the Province-wide shutdown; further

- If the shutdown is extended beyond January 11, 2021 the pro-rated amount continue until the revised re-opening date; and
- The Icebreakers Restaurant lease agreement be suspended (with payments pro-rated accordingly) only upon written notification from the proponent.

**6.6. Metrolinx Joint Transit Procurement**

54 - 62

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

The relevant By-law 2021-3 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.7. Community War Memorial Grant Agreement – Amendment**

63 - 64

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

The relevant By-law 2021-6 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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

**7.1. Administration**

**7.2. Corporate Services**

**7.3. Community Development and Enterprise Services**

**7.4. Public Works and Engineering Services**

**7.5. Fire Services**

**7.6. Legal**

**7.7. Planning**

**7.7.1. A-15-20-Z 351 Goulais Avenue (2366479 Ontario Limited c/o Catherine May)**

65 - 74

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Planner dated January 11, 2021 concerning

rezoning Application A-15-20-Z be received and that Council rezone 351 Goulais Avenue from Institutional Zone (I) to Institutional Zone (I.S) with a Special Exception to permit, in addition to the uses permitted in an Institutional Zone, office uses within the existing building on the property at the time of passing this by-law subject to the following special provisions:

1. Reduce the required front yard setback (East Balfour Street) from 7.5m to 6m for the existing building only;
2. Reduce the west side yard setback from 7.5m to 0m for the existing shed only;
3. Waive the west lot-line buffer requirement for office uses only.

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

**7.7.2. A-16-20-Z.OP 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)**

75 - 88

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

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that the report of the Planner dated January 11, 2021 concerning Official Plan amendment and Rezoning Application A-16-20 OP.Z be received and that Council amend the Official Plan designation on the subject property (719 Airport Road), by adding a notwithstanding clause to the Rural Area land use policies to permit retail trade and food services; and rezone 719 Airport Road from Rural Area zone (RA) to Rural Area zone (RA.S) with a Special Exception to permit, in addition to the uses permitted in a Rural Area zone, retail trade and food services, subject to the following special provisions:

1. Retail trade to occupy no more than 500 m<sup>2</sup>, excluding any space dedicated to accessory use retail;
2. Increase the maximum lot coverage percentage from 10% to 16%.

And deem the subject property as an area of Site Plan Control.

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

**7.7.3. A-17-20-Z 352/360 Northern Avenue and a Southwest Portion of 31 Old Garden River Road (Cara Community Corporation)**

89 - 116

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the report of the Senior Planner dated January 11, 2021 concerning Rezoning Application A-17-20-Z be received and that Council rezone 352/360 Northern Avenue from Institutional Zone (I) and a southwest

portion (36x36m) of 31 Old Garden River Road from Medium Density Residential Zone (R4.S45) with special exception to High Density Residential Zone (R5.S) with a special exception to permit, in addition to the uses permitted in an R5 Zone, a 7-storey apartment building and a place of worship, subject to the following special provisions:

1. Reduce the required east interior side yard setback from 10.21m to 0m, to accommodate a link between the proposed new building and the existing Cara 1 apartment building;
2. Reduce required parking from 89 spaces to 72 spaces, inclusive of 6 barrier free spaces, for both the proposed residential and place of worship uses;
3. Reduce required landscaped open space from 33% to 29%;
4. Permit required parking to be located in a required front and exterior side yard;
5. Waive the need to provide a dedicated loading space as required by Section 6 of Zoning By-law 2005-150.

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

## **7.8. Boards and Committees**

The Boards and Committees Nominating Committee met on December 15, 2020 to consider applications to boards and committees. The names of the applicants and their applications have been made available to Council under separate cover.

The recommended nominations are listed below.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that all items under Agenda item 7.8 (board and committee appointments) be approved as recommended.

### **7.8.1. Appointments to Boards and Committees (Members Appointed by Council)**

#### **7.8.1.1. Best for Kids Committee**

One member of City Council; maximum of twelve citizens; one municipal staff

Councillor S. Hollingsworth has indicated interest in serving on this Committee.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillor S. Hollingsworth; and citizens Paul Beach, Helen Calvelli, Lanna Coletti, Jackie Lajoie, Kate Lawrence, Lori McDonald, Kate Parniak, Debbie Renaud, Patrick Shannon, and Siegmar Sonntag be

appointed to the Best for Kids Committee from January 11, 2021 to December 31, 2022.

**7.8.1.2. Christmas Lighting Award Program Judging Committee**

Four members of City Council; four citizens

Councillors C. Gardi, S. Hollingsworth, M. Scott and L. Vezeau-Allen have indicated interest in serving on this Committee.

Mover Councillor P. Christian

Seconder Councillor L. Dufour

Resolved that Councillors C. Gardi, S. Hollingsworth, M. Scott, and L. Vezeau-Allen; and citizens Tina Bastos, Lindsay Marshall, Steven McCoy, and Cindy Rainone be appointed to the Christmas Lighting Award Program Judging Committee from January 11, 2021 to December 31, 2022.

**7.8.1.3. Committee of Revision – Local Improvements**

Three citizens and an alternate (recommended)

By-law 2021-7 appointing Elizabeth Barban, Katie Blunt, and Elizabeth Filice to the Committee of Revision from January 11, 2021 to December 31, 2022 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7.8.1.4. Community Development Award Committee**

Five citizens

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Robert Burns, Rebecca Evans, Jerrica Gilbert, Melissa Scheiber, and Steven Zuppa be appointed to the Community Development Award Committee from January 11, 2021 to December 31, 2022.

**7.8.1.5. Cultural Vitality Committee**

One member of City Council; minimum of six citizens including one member of the Mayor's Youth Advisory Council

Councillor D. Hilsinger has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillor D. Hilsinger; citizens Katie Blunt, Heather Bot, Miranda Bouchard, Jasmina Jovanovic, Sean Meades, Aliesha Moore, Andrea Pinheiro, Larry Whalen, and Jane Yonge Omollo; and one member of the Mayor's Youth Advisory Council be appointed to the Cultural Vitality Committee from January 11, 2021 to December 31, 2022.

**7.8.1.6. Dangerous Dog Committee**

Four members of City Council

Councillors M. Bruni, S. Hollingsworth, R. Niro, and M. Scott have indicated interest in serving on this Committee.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillors M. Bruni, S. Hollingsworth, R. Niro, and M. Scott be appointed to the Dangerous Dog Committee from January 11, 2021 to December 31, 2022.

**7.8.1.7. Emergency Management Planning Committee**

Two members of City Council and Mayor

Councillors M. Bruni, P. Christian, and C. Gardi have indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Mayor C. Provenzano; and Councillors \_\_\_\_\_, and \_\_\_\_\_ be appointed to the Emergency Management Planning Committee from January 11, 2021 to December 31, 2022.

**7.8.1.8. Environmental Sustainability Committee**

One member of City Council; seven citizens

Councillor D. Hilsinger has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor D. Hilsinger; and citizens Rimaz Abakar, Mark Britton, Erik Emilson, Jaime Graham, Fred Post, Andre Riopel, and Bhavna Sikka be appointed to the Environmental Sustainability Committee from January 11, 2021 to December 22, 2022.

**7.8.1.9. Environmental Monitoring Committee**

One member of City Council; two municipal staff; four citizens representing area residents and the public; one representative of the Ministry of the Environment

Councillor P. Christian has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor P. Christian, the Director of Engineering or designate, the Land Development and Environmental Engineer, and citizens Rimaz Abakar, Tracy Galizia, Peter McLarty, and Brent Rouble be appointed to the Environmental Monitoring Committee from January 11, 2021 to December 31, 2022.

**7.8.1.10. Fence Viewers Committee**

Three citizens

By-law 2021-7 appointing Elizabeth Filice, Shannen Scott, and Alexander White to the Fence Viewers Committee from January 11, 2021 to December 31, 2022 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7.8.1.11. Finance Committee**

Three or five members of City Council; two citizens

Councillors M. Bruni, P. Christian, D. Hilsinger, R. Niro, and L. Vezeau-Allen have indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillors M. Bruni, P. Christian, D. Hilsinger, R. Niro, and Councillor L. Vezeau-Allen; and citizens Ahmad Alkosani and Penny Collett be appointed to the Finance Committee from January 11, 2021 to December 31, 2022.

**7.8.1.12. Historic Sites Board**

One member of City Council; minimum of six citizens

Councillor S. Hollingsworth has indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillor S. Hollingsworth and citizens Silvana Casola, David Conyers, Steven McCoy, Jami van Haaften, Charlotte Wiseman, and Alicia Wood-Salomon be appointed to the Historic Sites Board from January 11, 2021 to December 31, 2022.

**7.8.1.13. Municipal Heritage Committee**

One member of City Council; minimum of five citizens

Councillor M. Shoemaker has indicated interest in serving on this Committee.

By-law 2021-7 appointing Councillor M. Shoemaker; and citizens Deane Greenwood, Mark Jones, Kaitlin Kazmierowski, Sean Meades, Harvey Robinson, Jami van Haaften, Alexander White, and Alicia Wood-Salomon to

the Municipal Heritage Committee from January 11, 2021 to December 31, 2022 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7.8.1.14. Ontarians with Disabilities Accessibility Advisory Committee**

Two members of City Council; fourteen citizens (majority of the members of this committee shall be persons with disabilities)

Councillors M. Bruni and L. Vezeau-Allen have indicated interest in serving on this Committee.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that Councillors M. Bruni and L. Vezeau-Allen; and citizens Anne Marie Borkowski, Don Calvert, Jordan Derochie, Denise Elliott, Tracy Galizia, Shannon Gowans, Dan Jennings, Craig Kohler, Derrick Lavallee, Sean MacDonald, Carol Magnan, Diane Morrell, Shirley Pulkkinen, and Debbie Renaud be appointed to the Ontarians with Disabilities Accessibility Advisory Committee from January 11, 2021 to December 31, 2022.

**7.8.1.15. Parks and Recreation Advisory Committee**

One member of City Council; eight citizens

Councillor M. Shoemaker has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor M. Shoemaker; and citizens Chris Alfano, Robert Carricato, Jennifer Flood, Deane Greenwood, Mark Kontulainen, Tracey McClelland, Paul McDonald, and Susan Milne be appointed to the Parks and Recreation Advisory Committee from January 11, 2021 to December 31, 2022.

**7.8.1.16. Property Standards Committee**

Three citizens

By-law 2021-7 appointing citizens Isaiah Bressan, Jordan Derochie, and Elizabeth Filice to the Property Standards Committee from January 11, 2021 to December 31, 2022 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7.8.1.17. Sault Ste. Marie Public Library Board**

One citizen

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Mike Olejnik be appointed to the Sault Ste. Marie Public Library Board from January 11, 2021 to November 14, 2022.

**7.8.1.18. Walk of Fame Selection Committee**

Three members of City Council; three members of the Business Improvement Area; two citizens; one member representing Chamber of Commerce

Councillors P. Christian, C. Gardi, and M. Shoemaker have indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillors P. Christian, C. Gardi, and M. Shoemaker; and citizen Elizabeth Filice be appointed to the Walk of Fame Selection Committee from January 11, 2021 to December 31, 2022.

**7.8.2. Appointments to Boards and Committees which are not Boards or Committees of Council**

**7.8.2.1. Algoma District Municipal Association**

Two members of City Council and an alternate if desired

Councillors M. Bruni and M. Scott have indicated interest in serving on this Association.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillors M. Bruni and M. Scott be appointed to the Algoma District Municipal Association from January 11, 2021 to December 31, 2022.

**7.8.2.2. Algoma Public Health Board of Directors**

Three members of City Council; three citizens or any combination thereof (historically one member of City Council and two citizens)

Councillor M. Scott has indicated interest in serving on this Board.

The Board and Committee Nominating Committee has nominated citizens Louise Caicco Tett and Musa Onyuna.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Councillor M. Scott; and citizens Louise Caicco Tett and Musa Onyuna be appointed to the Algoma Public Health Board of Directors from January 11, 2021 to December 31, 2022.

**7.8.2.3. District Social Services Administration Board**



Five members of City Council [must be members of Council – *Ontario Regulation 410/06*]

Councillors M. Bruni, L. Dufour, C. Gardi, D. Hilsinger, and M. Scott have indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor L. Vezeau-Allen

Resolved that Councillors M. Bruni, L. Dufour, C. Gardi, D. Hilsinger, and M. Scott be appointed to the Sault Ste. Marie District Social Service Administration Board from January 11, 2021 to December 31, 2022.

**7.8.2.4. Celebrating International Friendship Committee Bridgewalk Group**

One member of City Council

Councillor M. Shoemaker has indicated interest in serving on this Committee.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that Councillor M. Shoemaker be appointed to the Celebrating International Friendship Committee Bridgewalk Group from January 11, 2021 to December 31, 2022.

**7.8.2.5. Sault Ste. Marie Region Conservation Authority**

Four members of City Council

Councillors M. Bruni, C. Gardi, S. Hollingsworth, and R. Niro have indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that Councillors M. Bruni, C. Gardi, S. Hollingsworth, and R. Niro be appointed to the Sault Ste. Marie Region Conservation Authority from January 11, 2021 to December 31, 2022.

**7.8.2.6. Sault Ste. Marie Police Services Board**

Mayor (or if Mayor chooses, another member of City Council); one member of City Council; one citizen

Councillor L. Vezeau-Allen has indicated interest in serving on this Board.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Mayor C. Provenzano, Councillor L. Vezeau-Allen, and citizen Rick Webb be appointed to the Police Services Board from January 11, 2020 to December 31, 2022.

**7.8.2.7. Source Protection Committee**

Appoint one municipal staff

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that the Land Development and Environmental Engineer be appointed to the Source Protection Committee from January 11, 2021 to December 31, 2022.

**7.8.3. Nominations to Boards and Committees which are not Boards or Committees of Council**

**7.8.3.1. Algoma University Board of Governors**

Nominate one person to represent the City

Councillor M. Scott has indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillor M. Scott be nominated to the Algoma University Board of Governors from January 11, 2021 to December 31, 2022.

**7.8.3.2. Federation of Northern Ontario Municipalities (FONOM)**

Councillor S. Hollingsworth has indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that Councillor S. Hollingsworth be nominated to the Federation of Northern Ontario Municipalities from January 11, 2021 to December 31, 2022.

**7.8.3.3. Innovation Centre Board of Directors**

Nominate one member of City Council (non-voting) and Mayor ex officio (non-voting); three citizens; one municipal staff

Councillor M. Scott has indicated interest in serving on this Board.

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that Mayor C. Provenzano (non-voting); Councillor M. Scott (non-voting); citizens Ron Common, Lori Naccarato, and Asima Vezina; and Deputy CAO, Community Development and Enterprise Services be nominated to the Innovation Centre Board of Directors.

**7.8.3.4. Museum Management Board**

Nominate one municipal staff

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the Manager of Recreation and Culture be nominated to the Museum Management Board from January 11, 2021 to December 31, 2022.

**7.8.3.5. Public Utilities Commission (Water)**

Nominate five members (can be citizens or Councillors or a combination)

Mayor C. Provenzano and Councillor S. Hollingsworth have indicated interest in serving on this Board.

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that Mayor C. Provenzano; Councillor S. Hollingsworth; and citizens Mark Howson, Musa Onyuna, and David Zuccato be nominated to the Public Utilities Commission from January 11, 2021 to December 31, 2022.

**7.8.3.6. St. Mary's River Bi-national Public Advisory Committee**

Nominate one municipal staff

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi

Resolved that the Land Development and Environmental Engineer be nominated to the St. Mary's River Bi-national Public Advisory Committee from January 11, 2021 to December 31, 2022.

**7.8.4. Ad-hoc Committees**

**7.8.4.1. Coalition for Inclusive Municipalities**

Two members of City Council

Councillor L. Vezeau-Allen has indicated interest in serving on this Committee.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that Councillors L. Vezeau-Allen and \_\_\_\_\_ be appointed to the Coalition for Inclusive Municipalities from January 11, 2021 to December 31, 2022.

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

**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 P. Christian

Seconder Councillor C. Gardi

Resolved that all By-laws under item 11 of the Agenda under date January 11, 2021 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 2021-1 (Traffic) 117 - 117**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-1 being a by-law to consolidate amendments to Traffic By-law 77-200 be passed in open Council this 11th day of January, 2021.

**11.1.2. By-law 2021-2 (Taxes) Interim Tax Levy 118 - 120**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-2 being a by-law to provide for Interim Tax Levies be passed in open Council this 11th day of January, 2021.

**11.1.3. By-law 2021-3 (Agreement) Metrolinx Joint Transit Procurements 121 - 157**

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-3 being a by-law to authorize the signing by Christian Provenzano, Mayor and Rachel Tyczinski, City Clerk of a Multi-year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the "Governance Agreement") be passed in open Council this 11th day of January, 2021.

**11.1.4. By-law 2021-4 (Zoning) 61 Great Northern Road (Sar-Gin Developments (Sault) Ltd.) (Ronald Sartor) 158 - 160**

Council Report was passed by Council resolution on December 14, 2020.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-4 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 61 Great Northern Road (Sar-Gin Developments (Sault) Ltd.) (Ronald Sartor) be passed in open Council this 11th day of January, 2021.

**11.1.5. By-law 2021-5 Twin Pad Arena Project Borrowing 161 - 169**

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-5 being a by-law to authorize certain new capital work(s) of The Corporation of the City of Sault Ste. Marie (the "Municipality"); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation ("OILC") for financing of such capital work(s); to authorize temporary borrowing from OILC to meet expenditures in connection with such capital work(s); and to authorize long-term borrowing for such capital work(s) through the issue of debentures to OILC be passed in open Council this 11th day of January, 2021.

**11.1.6. By-law 2021-6 (Agreement) Community War Memorial Grant Amendment 170 - 172**

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-6 being a by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Veterans for funding to support the restoration of the Memorial Tower be passed in open Council this 11th day of January, 2021.

**11.1.7. By-law 2021-7 (Appointment to Local Boards) Various Boards 173 - 174**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-7 being a by-law to appoint members to various Local Boards in the City of Sault Ste. Marie be passed in open Council this 11th day of January, 2021.

**11.1.8. By-law 2021-8 (Agreement) Angelina Avenue Reconstruction 175 - 221**

Council Report was passed by Council resolution on December 14, 2020.

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-8 being a by-law to provide engineering services

for the design and contract administration of the reconstruction of Angelina Avenue be passed in open Council this 11th day of January, 2021.

**11.1.9. By-law 2021-9 (Local Boards) Amending 2004-215 222 - 222**

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that By-law 2021-9 being a by-law to amend 2004-215 (being a by-law to re-establish a Local Environmental Monitoring Committee for the Sanitary Landfill Site) be passed in open Council this 11th day of January, 2021.

**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**

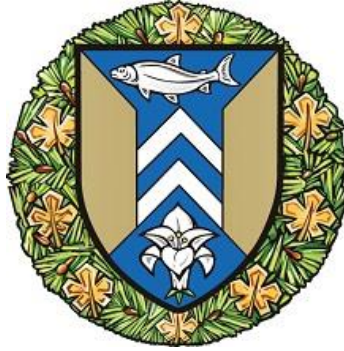
**13. Closed Session**

**14. Adjournment**

Mover Councillor P. Christian

Seconder Councillor M. Scott

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL**

### **MINUTES**

Monday, December 14, 2020

4:30 pm

Video Conference

Present: Mayor C. Provenzano, Councillor P. Christian, Councillor S. Hollingsworth, 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

Officials: M. White, R. Tyczinski, L. Girardi, T. Vair, K. Fields, S. Schell, P. Johnson, P. Niro, D. Elliott, S. Hamilton Beach, D. McConnell, B. Lamming, D. Hollingsworth, T. Anderson, F. Coccimiglio, T. Vecchio, M. Zuppa, M. Borowicz-Sibenik, P. Sayers, C. Rumiel, E. Cormier

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#### **1. Adoption of Minutes**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the Minutes of the Regular Council Meeting of 2020 11 30 and Budget Meetings of 2020 11 30 and 2020 12 07 be approved.

**Carried**

#### **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**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the Agenda for 2020 12 14 City Council Meeting as amended be approved (removal of Agenda item 7.7.2 due to lack of seconder).

**Carried**

**5. Proclamations/Delegations**

**5.1 Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020–2030**

Emily Cormier, Climate Change Coordinator, Future SSM was in attendance.

**5.2 Application A-14-20-Z 61 Great Northern Road**

Ron Sartor and Debra Christner, Sar-Gin Developments (Sault) Ltd. were 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 2020 12 14 – Agenda item 6 – Consent Agenda save and except Agenda item 6.15 be approved as recommended.

**Carried**

**6.1 Extension of Integrity Commissioner Agreement**

The report of the City Clerk was received by Council.

The relevant By-law 2020-225 is listed under item 11 of the Minutes.

**6.2 2021 Borrowing By-laws**

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

The relevant By-laws 2020-216 and 2020-220 are listed under item 11 of the Minutes.

**6.3 Tender for Two Community Buses**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2020 12 14 be received, and that the tender for the supply and delivery of two community buses as required by the Transit and Parking Division – Community Development and Enterprise Services be awarded to Western Canada Bus at their tendered price of \$150,849 plus HST per unit.

**Carried**



#### **6.4 Tender for Two Para-Transit Mini Buses**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2020 12 14 be received and that the tender for the supply and delivery of two Para-Transit mini buses as required by the Transit and Parking Division – Community Development and Enterprise Services be awarded to Crestline Coach Ltd. at their tendered price of \$142,529 plus HST per unit.

**Carried**

#### **6.5 Tender for New Tires and Tire Repairs (2020PWE-PWT-44T)**

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 2020 12 14 be received and the recommendation that the tender submitted by Fountain Tire to provide new tires and tire repairs as required by various City Departments for the years 2021 and 2022 be approved.

**Carried**

#### **6.6 Urban Indigenous Hub and Housing Development Update**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 12 14 concerning Urban Indigenous Hub and Housing Development Update be received as information.

**Carried**

#### **6.7 Home Care Assistance Program**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 12 14 concerning Home Care Assistance Program be received and that staff be directed to negotiate a funding agreement with the DSSAB to become the administrator of the Home Care Assistance Program.

**Carried**

#### **6.8 United Way Mask Donation**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Community Services dated 2020 12 14 concerning United Way Mask Donation be received as information.

**Carried**

#### **6.9 Allocation of City Share of Tourism Funds – 2021**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Tourism and Community Development dated 2020 12 14 concerning the allocation of the Municipal Accommodation Tax be received and that Council approve the use of the \$277,809 of the City share of tourism funds currently in reserve (in addition to \$172,000 obtained from Provincial Safe Restart Agreement) for a total of \$449,809 towards the following projects:

- wayfinding implementation
- cruise ship enhancements
- accessible docks for kayak tours
- tourism-related cycling infrastructure

**Carried**

#### **6.10 Enbridge Gas Inc. Municipal Energy Plan Incentive Offer Application**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Tourism and Community Development dated 2020 12 14 concerning Enbridge Gas Inc. Municipal Enregy Plan Incentive Offer Application be received and that staff be authorized to apply to the Enbridge Municipal Energy Plan Incentive Program;

Further that the \$5,000 from Enbridge be applied to the Community Development Fund Environmental Sustainability stream increasing its budget from \$50,000 to \$55,000 for the year 2021.

**Carried**

**6.11 FedNor Northern Ontario Development Program Application**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Tourism and Community Development dated 2020 12 14 concerning FedNor Northern Ontario Development Program Application be received and that Council direct staff to proceed with an Application for funding.

**Carried**

**6.12 Seniors Inclusive Community Grant Application**

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

That the report of the Manager of Recreation and Culture dated 2020 12 14 concerning the Seniors Inclusive Community Grant Application be received and that staff be authorized to apply to Ministry for Seniors and Accessibility – Seniors Inclusive Community Grant Program.

**Carried**

**6.13 Ontario Small Business COVID-19 Recovery Network program**

The report of the Manager of Enterprise Services and Millworks was received by Council.

The relevant By-law 2020-219 is listed under item 11 of the Minutes.

**6.14 Municipal Law Enforcement Officers**

The report of the Manager of Transit and Parking was received by Council.

The relevant By-law 2020-224 is listed under item 11 of the Minutes.

**6.16 COVID-19 Resilience Infrastructure Funding – Civic Centre**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering dated 2020 12 14 concerning COVID-19 Resilience Infrastructure Stream be received and that the Civic Centre lobby improvements and the Civic Centre entrance ramp and stair replacement projects be designated as the candidates for this funding application.

**Carried**

**6.17 Reconstruction of Angelina Avenue Consultant Selection**

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

Moved by: Councillor L. Dufour

Seconded by: Councillor M. Scott

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 12 14 concerning Reconstruction of Angelina Avenue Consultant Selection be received and that Council authorize entering into an agreement for engineering services with WSP.

An individual engineering agreement with an estimate of engineering fees will appear on a future Council Agenda.

**Carried**

**6.18 Reduced Speed School Zones**

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

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Design and Transportation Engineering dated 2020 12 14 concerning Reduced Speed School Zones be received and that all schools within the City limits be designated as reduced speed school zones provided that the school zones are located on a local residential or residential collector street and that the maximum current posted speed of the road is 50 km/h.

An amendment to the Traffic By-law will appear on a future Council Agenda.

**Carried**

**6.19 2020 Biennial Bridge and Aqueduct Inspection – Engineering Fees**

The report of the Municipal Services Engineer was received by Council.

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor P. Christian

Resolved that the report of the Municipal Services Engineer dated 2020 12 14 concerning additional engineering fees for the 2020 Biennial Bridge and Aqueduct Inspection be received and that the engineering fee limit for the 2020 Biennial Bridge and Aqueduct Inspection be raised by \$16,700 to \$86,110.

**Carried**

**6.20 Second Tiered Medical Response Agreement**

The report of the Fire Chief was received by Council.

The relevant By-law 2020-226 is listed under item 11 of the Minutes.

**6.21 Property Declared Surplus – 193 James Street**

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

The relevant By-law 2020-223 is listed under item 11 of the Minutes.

**6.22 143 Sixth Line West Amending Agreement**

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

The relevant By-law 2020-222 is listed under item 11 of the Minutes.

**6.23 Downtown Wayfinding – Next Steps**

The report of the Senior Planner was received by Council.

Moved by: Councillor D. Hilsinger  
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 12 14 concerning Downtown Wayfinding – Next Steps be received and that staff be authorized to allocate \$160,000 from the Downtown Strategy project funding to implement vehicular wayfinding in the downtown.

**Carried**

**6.24 Modular Retail Units for Downtown**

The report of the Senior Planner was received by Council.

Moved by: Councillor M. Shoemaker  
Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Senior Planner dated 2020 12 14 concerning Modular Retail Units for Downtown be received and that Council direct staff to proceed with a Request For Proposals to implement this program and report back to Council for final approval.

**Carried**

## 6.15 Local Improvement Policy

The report of the Director of Engineering and City Clerk was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Director of Engineering and City Clerk dated 2020 12 14 regarding Local Improvement Policy be received and that the existing procedure be amended (beginning with the 2021 Capital Transportation Program) to:

- a. discontinue charging local improvements for reconstruction of sanitary sewage infrastructure;
- b. continue charging local improvements for construction of new sanitary infrastructure;
- c. continue to charge local improvements for new class A roads, and one-half new construction rates for reconstruction;
- d. begin charging local improvements for new class B and C roads, and one-half new construction rates for reconstruction;
- e. upon a sufficient petition of benefitting property owners, charge local improvements for new class A, B, or C construction; and
- f. implement local improvement charges as recommended with an annual estimated CPI increase.

### **Amendment:**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the main motion be amended by:

Replacing the words in existing paragraph c. with the following:

“continue to charge local improvements for new class A roads at a rate that equals the historic Local Improvement and Sanitary Rate combined, and one-half the new construction rates for reconstruction;”

Adding the word “new” between the words implement and improvement in paragraph f.

|                             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| 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          |                |               |
| <b>Results</b>              | <b>11</b>  | <b>0</b>       | <b>0</b>      |

**Carried**

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering and City Clerk dated 2020 12 14 regarding Local Improvement Policy be received and that the existing procedure be amended (beginning with the 2021 Capital Transportation Program) to:

1. discontinue charging local improvements for reconstruction of sanitary sewage infrastructure;
2. continue charging local improvements for construction of new sanitary infrastructure;
3. continue to charge local improvements for new class A roads at a rate that equals the historic local improvement and sanitary rate combined, and one-half the new construction rates for reconstruction
4. begin charging local improvements for new class B and C roads, and one-half new construction rates for reconstruction;
5. upon a sufficient petition of benefitting property owners, charge local improvements for new class A, B, or C construction; and
6. implement new local improvement charges as recommended with an annual estimated CPI increase.

|                             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| 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          |                |               |
| <b>Results</b>              | <b>11</b>  | <b>0</b>       | <b>0</b>      |

**Carried**

## **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 Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020–2030**

The report of the Climate Change Coordinator was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of the Climate Change Coordinator dated 2020 12 14 concerning Sault Ste. Marie Community Greenhouse Gas Reduction Plan 2020 – 2030 be received and that Council approve the adoption of the Sault Ste. Marie Greenhouse Gas Reduction Plan;

Further that Council approve the goal for greenhouse gas reduction plans of net zero emissions by 2050 and support taking a staged approach to achieve this goal, focussing on a greenhouse gas reduction target of 10% corporate and 5% community between 2020 – 2030, with an increasing scale of reduction target between 2030 and 2050;



Further that staff be directed to work to achieve the goals and actions outlined in the plan, with any municipal monetary requests referred to future budgets.

|                             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| 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          |                |               |
| <b>Results</b>              | <b>11</b>  | <b>0</b>       | <b>0</b>      |

**Carried**

#### **7.4 Public Works and Engineering Services**

#### **7.5 Fire Services**

#### **7.6 Legal**

#### **7.7 Planning**

##### **7.7.1 A-14-20-Z 61 Great Northern Road (Sar-Gin Developments (Sault) Ltd.)**

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 2020 12 14 concerning Application A-14-20-Z be received and that Council approve the application and rezone the subject property from General Commercial Zone with special exception 268 (C4.S268) to General Commercial Zone (C4.S268 amended) with an amended special exception to permit, in addition to the uses currently permitted, the entire existing building (844.2m<sup>2</sup>) to be occupied by office space that is specifically engaged in providing medical, social and support services to the public.

And that the Legal Department be directed to prepare the necessary by-laws to effect the same.

|                             | <b>For</b> | <b>Against</b> | <b>Absent</b> |
|-----------------------------|------------|----------------|---------------|
| 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          |                |               |
| <b>Results</b>              | <b>11</b>  | <b>0</b>       | <b>0</b>      |

**Carried**

**7.7.2 (Removed)**

**7.8 Boards and Committees**

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

**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 2020 12 14 be approved.

**Carried**

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

**11.1.1 By-law 2020-216 (Financing) Borrowing Current Expenditures**

The report of the Chief Financial Officer and Treasurer was on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-216 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2021 be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.2 By-law 2020-219 (Agreement) Ontario Small Business COVID-19 Recovery**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-219 being a by-law to authorize the execution of the Agreement between the City and Business Advisory Centre Durham Inc. on behalf of Millworks-Centre for Entrepreneurship to deliver the Ontario Small Business COVID-19 Recovery Network program, a program funded by the Ontario Together Fund be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.3 By-law 2020-220 (Financing) Borrowing Capital Expenditures**

The report of the Chief Financial Officer and Treasurer was on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-220 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.4 By-law 2020-222 (Amending Agreement) 143 Sixth Line West (Chevalier)**

The report of the Solicitor/Prosecutor was on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-222 being a by-law to authorize the execution of the Amending Agreement between the City and Nathan Chevalier and Genevieve Chevalier to allow for a

storage shed to be constructed at 143 Sixth Line West be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.5 By-law 2020-223 (Property) Declare 193 James Street Surplus**

The report of the Assistant City Solicitor/Senior Litigation Counsel was on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-223 being a by-law to declare the City owned property legally described as PIN 31578-0049 (LT) PT LT 6 S/S CATHCART ST PL TOWN PLOT OF ST. MARY'S AS IN T434356; T/W T434356; SAULT STE. MARIE, being civic 193 James Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.6 By-law 2020-224 (Parking) Municipal By-law Enforcement Officers**

The report of the Manager of Transit and Parking was on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-224 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.7 By-law 2020-225 (Agreement) Amending Integrity Commissioner**

A report from the City Clerk is on the Agenda.

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-225 being a by-law to authorize the execution of the Amending Agreement between the City and Ironside Consulting Services Inc. to provide Integrity Commissioner Services for the City of Sault Ste. Marie be passed in open Council this 14th day of December, 2020.

**Carried**

**11.1.8 By-law 2020-226 (Agreement) Tiered Response Fire EMS**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor P. Christian

Resolved that By-law 2020-226 being a by-law to authorize the execution of the Agreement between the City and the District of Sault Ste. Marie Social Services Administration Board for the Paramedic Service and Fire Services tiered response for specified medical emergencies be passed in open Council this 14th day of December, 2020.

**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**

**14. Adjournment**

Moved by: Councillor D. Hilsinger

Seconded by: Councillor S. Hollingsworth

Resolved that this Council now adjourn.

**Carried**

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Mayor

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City Clerk



OFFICE OF THE MAYOR

PROCLAMATION

- WHEREAS** Each year during the month of January the world promotes, shares and celebrates the success of Crime Stoppers programs. Canada’s theme for 2021 is “helping all communities stay safe”; and
- WHEREAS** The foundation of Crime Stoppers remains the partnership between the community, law enforcement and media. Crime Stoppers works to educate the public and create awareness on illegal activities in an effort to promote the Canadian values of safety, empowerment, and inclusion: and
- WHEREAS** The City of Sault Ste. Marie supports Crime Stoppers of Sault Ste. Marie and Algoma District by proclaiming January as “Crime Stoppers Month”; and
- WHEREAS** Since inception, Crime Stoppers of Sault Ste. Marie and Algoma District were responsible for 4,458 arrests, 2,140 charges laid, 2,701 cases cleared, \$7,747,408 in drugs seized, and \$3,844,832 in recovered property; and
- WHEREAS** Crime Stoppers continues to be a success due to all the Tipsters who enter into the anonymous program, the police partnerships, the media partnerships, the volunteers, the staff and all the individuals and businesses who donate to help make our city a safer place:

**NOW THEREFORE,** I, Mayor Christian Provenzano, as Mayor of Sault Ste. Marie, do hereby proclaim **January 2021** as “**Crime Stoppers Month**” and congratulate Crime Stoppers of Sault Ste. Marie and the District of Algoma for 36 years of success in our community.

Signed,

Christian Provenzano  
MAYOR

**Ministry of  
Transportation**

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

**Ministère des  
Transports**

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



December 15, 2020

107-2020-5044

Mayor Christian Provenzano  
City of Sault Ste. Marie  
99 Foster Drive, PO Box 580  
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

Our government is committed to supporting municipal transit, and we will continue to champion the needs of our municipal partners and transit users as we collectively fight against the impacts of the COVID-19 pandemic. Together with our federal partners, the Province is working to help municipalities mitigate the financial impacts of the pandemic on their transit systems through the provision of Safe Restart Agreement (SRA) funding for public transit.

This letter is to provide your municipality with an update on funding for Phase 2 of the SRA program.

Phase 2 allocations reflect a program envelope of \$1.5 billion. The envelope includes Phase 1 funding already provided, Phase 1 top-up funding and Phase 2 funding. This approach better aligns Phase 2 allocations with the financial impacts that were reported through Phase 1 of SRA, while allowing the Province to assist municipalities with higher than anticipated COVID-related impacts.

As for Phase 1 of the SRA program, municipal funding allocations under the program will continue to be based on a formula of transit ridership, plus a base amount of \$40,000 applied to each total program allocation, to provide meaningful support for municipal transit systems of all sizes.

In response to the need to have a confirmed funding commitment in place in order to accrue revenue for the 2020 municipal fiscal year, and in support of this, I am pleased to share that the **City of Sault Ste. Marie** ("Recipient") will be eligible to receive an allocation of up to **\$1,530,408** to support your COVID-19 municipal transit pressures for Phase 2, incurred from October 1, 2020 to March 31, 2021. Payments are to be based on a one-time claim for eligible expenditures.

.../4

Additionally, the Province has set aside \$500 million in funding to be available for additional municipal transit needs. I am pleased to share that the **City of Sault Ste. Marie** (“Recipient”) will be eligible to receive an allocation of up to **\$904,716** to address additional pressures based on ridership.

Please note as part of the Phase 1 reporting submission, the **City of Sault Ste. Marie** forecasted a financial impact from COVID-19 in the amount of \$404,411 for the period of October to December 2020, and the amount of \$425,757 for the period of January to March 2021. For budgeting purposes, the total available allocation of up to **\$2,435,124** for the **City of Sault Ste. Marie** can be used to address eligible expenses incurred from October 1, 2020 to December 31, 2020, and those incurred from January 1, 2021. This accounts for the entirety of the Phase 2 public transit stream of the SRA.

### **Eligible Expenditures**

Like Phase 1, eligible expenditures under Phase 2 of the SRA funding program include both COVID-19 related financial pressures (losses) associated with the need to continue to operate with reduced revenue, as well as new expenditures resulting from COVID-19. The losses and new expenditures will have to be incurred on or after October 1, 2020 and on or before March 31, 2021, and the new expenditures will have to be paid prior to having submitted to the Province for payment through your municipality’s Phase 2 reporting submission.

For the categories below, your municipality will also have to consider savings associated with COVID-19 (e.g., reduced service levels, lower maintenance costs, etc.) as these savings will need to be included as part of your municipality’s Phase 2 reporting submission. The Province will only provide funding for net municipal expenditures (i.e., net COVID-related financial impacts above budgeted 2020 expenditures). The SRA funding is not to replace the budgeted subsidy that the municipality provides to transit operations.

Reported revenue and expense impacts include those changes (increases/decreases) resulting from COVID-19, measured versus projected figures from your municipal transit system’s 2020 operating budget. Please note that this also applies to eligible expenditures incurred between January 1 and March 31, 2021, for which period municipalities can use their January to March 2020 operating budgets as a baseline for establishing COVID-related impacts.



Eligible expenditures will include, at the Province's sole discretion, the following:

**a. Revenue Losses:**

- farebox revenue losses;
- advertising revenue losses;
- parking revenue losses;
- contract revenue losses; and
- any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

**b. Operating Costs:**

- costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
- costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
- costs associated with vehicle maintenance;
- costs associated with transit facilities;
- costs resulting from existing contracts with expanded scope/new contracts;
- employee related costs (i.e., salaries, wages, benefits);
- costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
- costs for signage and other means of communications related to COVID-19 pandemic (e.g., social distance guidance); and
- any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

**c. Capital Costs:**

- costs associated with installing driver protection barriers and other protection measures for transit drivers;
- costs associated with providing passenger protection equipment and other passenger safety measures; and
- any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

The following are the steps and actions the municipality will be required to undertake to receive SRA Phase 2 funding:

**1. Confirmation of interest in seeking SRA Phase 2 funding**

- If your municipality is interested in seeking SRA Phase 2 funding, please complete the attached Request for Recipient Information Form and send it back via email to the SRA funding program email account ([MTO-COVID\\_Transit\\_Funding@ontario.ca](mailto:MTO-COVID_Transit_Funding@ontario.ca)) as soon as possible.

**2. Execution of the TPA**

- MTO will prepare the TPA and send it to your municipality for execution by the municipality's authorized representatives prior to Provincial execution of the TPA.
- This process will be carried out electronically and, once fully executed, an electronic version of the TPA will be provided to your municipality.

**3. Provision of an authorizing by-law and, if applicable, resolution(s)**

- Prior to the Province signing the TPA, the municipality will be required to provide MTO with a copy of the by-law(s) and, if applicable, resolution(s) authorizing the municipality to enter into the TPA with the Province.
- This requirement must be fulfilled prior to the Ministry providing funding to the municipality.

**4. Provision of Phase 2 financial reporting**

- The municipality will be required to provide a report for the eligible expenditures incurred during the Phase 2 eligibility period. The deadline for submitting Phase 2 financial reporting will be set out in the TPA.
- Once received, MTO will review the report and may initiate the payment of SRA Phase 2 funding.

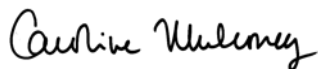
All communications for the above noted steps, as well as any questions or concerns, should be addressed to the SRA funding program email account:

**MTO-COVID\_Transit\_Funding@ontario.ca**

**Should you not wish to receive SRA Phase 2 funding, we ask that you please advise us by return email to the address above.**

I look forward to working with you as we proceed together with the execution of a TPA in support of addressing COVID-19 related financial impacts on municipal public transit.

Sincerely,



Caroline Mulroney  
Minister of Transportation

| Meeting Date | Department         | Agenda Item                      | Assigned To          | Due Date | Comments                                                                                                                                                                                                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sponsored By                     |
|--------------|--------------------|----------------------------------|----------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 8-Jun-15     |                    | Animation Cel Collection         |                      |          |                                                                                                                                                                                                                     | Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.                                                                                                                                                                   | S. Butland<br>S. Myers           |
| 21-Nov-16    | CAO                | Employee Innovation Program      | M. White             | Q3 2021  |                                                                                                                                                                                                                     | SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017                                                                                                                                                                                                                                           | F. Fata<br>S. Hollingsworth      |
| 23-Jan-17    | Corporate Services | Posting of Expenses to Website   | R. Tyczinski         | Q1 2021  |                                                                                                                                                                                                                     | Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back                                                                                                                                                                                                                                            | M. Shoemaker<br>S. Hollingsworth |
| 8-May-17     | CD&ES              | Downtown Sault Ste. Marie        | T. Vair              | Q2 2021  | FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown development priorities. Will also tie into branding work being undertaken by FutureSSM and STC. | Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids | P. Christian<br>S. Butland       |
| 26-Jun-17    | CD&ES<br>Legal     | Weekend Downtown Street Closures | T. Vair<br>K. Fields | Q2 2021  | Information was presented to the DTA Board in November 2019, and DTA is following up with their membership to determine interest                                                                                    | Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.                                                                                                                                                                                  | M. Shoemaker<br>S. Hollingsworth |
| 11-Sep-17    | Legal              | Red Pine Drive                   | K. Fields            |          | Pending                                                                                                                                                                                                             | Develop Road Assumption policy for Council's review and approval outlining requirements for a private road assumption policy.                                                                                                                                                                                                                                                                                                                       | M. Shoemaker<br>J. Krmpotich     |
| 23-Oct-17    | CD&ES              | There's an App for That          | T. Vair              | Q1 2021  | FutureSSM team in collaboration with City IT to examine opportunity to create and fund this app                                                                                                                     | Develop an app where information on City services can be obtained (maps of heritage properties, recreational facilities, corporate events calendar, etc.                                                                                                                                                                                                                                                                                            | M. Shoemaker<br>J. Hupponen      |

|           |                    |                                  |                     |         |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                     |                                |
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| 11-Dec-17 | CD&ES              | Downtown Safety Strategy         | T. Vair             | Q1 2021 | FutureSSM provided update December 10, 2018 as to outcomes of Downtown Development Action Team and related downtown priorities.                                                                                                                                                                            | Identify a downtown safety strategy and include as part of the Downtown Development Strategy (in consultation with Sault Ste. Marie Police Service, Downtown Association, and other related community groups seeking to increase public safety).                                    | S. Hollingsworth<br>S. Myers   |
| 20-Feb-18 | CD&ES              | Long Term Beds                   | D. McConnell        | Q1 2021 |                                                                                                                                                                                                                                                                                                            | Investigate the potential for a community improvement plan for long term care homes.                                                                                                                                                                                                | M. Shoemaker<br>R. Niro        |
| 9-Apr-18  | CD&ES              | Snow Dumps                       | D. McConnell        | Q3 2021 |                                                                                                                                                                                                                                                                                                            | Investigate creating a new zoning classification for private snow dumps to ensure the runoff of any harmful substance is minimized to the greatest degree possible                                                                                                                  | M. Shoemaker<br>S. Butland     |
| 9-Apr-18  | Corporate Services | Open Data                        | F. Coccimiglio      | Q1 2021 |                                                                                                                                                                                                                                                                                                            | Research, develop and draft an open data plan and strategy for the municipal corporation                                                                                                                                                                                            | S. Hollingsworth<br>S. Butland |
| 28-May-18 | CAO<br>CD&ES       | Jamestown Health Equity Centre   | M. White<br>T. Vair | Q2 2021 | Council received Planning report October 7, 2019 for Jamestown revitalization that included this in scope of work; and the James Street Neighbourhood Strategy October 26, 2020 – Agenda item 7.7.1                                                                                                        | Work with Algoma Leadership Table and other community partners to assess need for harm reduction and health equity services specifically in Jamestown, including cost estimates                                                                                                     | M. Shoemaker<br>R. Niro        |
| 28-May-18 | CD&ES              | National Housing Strategy Plan   | D. McConnell        | Q2 2021 |                                                                                                                                                                                                                                                                                                            | Coordinate with Social Services to determine where new social and community housing can be developed, what resources are available and what role the City can play in ensuring availability of property for development including whether property needs to be acquired or re-zoned | M. Shoemaker<br>O. Grandinetti |
| 11-Jun-18 | Legal              | Upgrades to Class D Gravel Roads | K. Fields           |         | Pending                                                                                                                                                                                                                                                                                                    | Investigate the acquisition of remaining existing class D road private rights-of-way                                                                                                                                                                                                | J. Krmpotich<br>S. Butland     |
| 10-Dec-18 | CD&ES              | MPAC Real Property Assessment    | D. McConnell        | Q1 2021 | Report August 12, 2019 Agenda item 6.5; further direction to develop framework for a Community Improvement Plan to attempt to ensure that newly built unsold dwelling units owned by property developers remain partially exempt from assessment and/or taxation pending sale of the unit to a third party | Determine which policy or procedure to implement so that residential real estate developers are not assessed full realty taxes on unoccupied homes that are being marketed for sale.                                                                                                | M. Shoemaker<br>P. Christian   |

|           |                    |                                                       |                           |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |
|-----------|--------------------|-------------------------------------------------------|---------------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 10-Dec-18 | Corporate Services | Sault Ste. Marie Voter Engagement Plan                | R. Tyczinski              | Q2 2021 | Recommendations for 2022 to improve voter turnout, potentially including a municipal advertising campaign encouraging electors to vote.                                                                                                                                                                                                                                                                                                                                          | M. Shoemaker<br>D. Hilsinger |
| 4-Mar-19  | CD&ES              | Active Transportation                                 | D. McConnell              | Q1 2021 | Report as part of the preliminary capital budget identifying how Transportation Master Plan, Cycling Master Plan, Active Transportation Implementation Strategy and Transit Route Optimization Study recommendations will be implemented and for all new municipal facilities, new streets, and road reconstruction projects report on how principles of complete streets will be used to ensure that municipal facilities and roadways incorporate all modes of transportation. | D. Hilsinger<br>M. Shoemaker |
| 18-Mar-19 | CD&ES              | Public Input Sessions in Rezoning Application Process | D. McConnell              | Q1 2021 | Report on feasibility of making public input sessions part of the rezoning application process (with input from local developers).                                                                                                                                                                                                                                                                                                                                               | P. Christian<br>M. Shoemaker |
| 18-Mar-19 | CD&ES              | Green Laneways                                        | D. McConnell              | Q2 2021 | Investigate success of green laneways in other Canadian cities and prepare feasibility report on green laneway pilot project for Sault Ste. Marie.                                                                                                                                                                                                                                                                                                                               | M. Shoemaker<br>L. Dufour    |
| 18-Mar-19 | Corporate Services | Review of City of Sault Ste. Marie Procurement Policy | S. Schell                 | Q3 2021 | Review of procurement policy to ensure that one of the criteria considered when procuring goods or services is the environmental impact of said procurement and report back with a recommended policy                                                                                                                                                                                                                                                                            | M. Shoemaker<br>C. Gardi     |
| 1-Apr-19  | CD&ES              | Municipal Autism Strategy                             | N. Scott                  | Q1 2021 | Strike a sub-committee dedicated to working with community partners to develop a municipal autism strategy to assist families, caregivers and individuals dealing with an autism diagnosis and to create a roadmap for the autism community in shaping the future development of our community                                                                                                                                                                                   | L. Vezeau-Allen<br>C. Gardi  |
| 6-May-19  | CD&ES<br>Legal     | Transient Accommodations                              | D. McConnell<br>K. Fields | Q2 2021 | Report with best practices in other municipalities and recommendations on a framework that permits transient accommodation consistent with and respectful of residential neighbourhoods.                                                                                                                                                                                                                                                                                         | C. Gardi<br>M. Scott         |
| 21-May-19 | CD&ES              | Downtown Trolley                                      | T. Vair                   | Q1 2021 | Study, review, consult and subsequently advise council of the feasibility of implementing of a Downtown Trolley                                                                                                                                                                                                                                                                                                                                                                  | M. Shoemaker<br>P. Christian |

|           |                    |                                                     |                         |         |                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                              |
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| 17-Jun-19 | CD&ES<br>FutureSSM | Knowledge-Based Industry<br>Recruitment Task Force  | T. Vair                 | Q1 2021 |                                                              | Task Force comprised of Innovation Centre, EDC and FutureSSM to develop a targeted recruitment plan to attract and retain remote workers in the knowledge-based industry from the Greater Toronto area to locate to our community.                                                                                                                                                                                                                                | L. Dufour<br>M. Scott        |
| 15-Jul-19 | CD&ES              | Complete Streets Plan –<br>Pine/Willow Area         | D. McConnell            | Q3 2021 |                                                              | Report with a complete streets plan for the area bordered by Willow Avenue, Northern Avenue, Pine Street and McNabb Street, considering, in addition to planning principles and active transportation principles, the concerns raised by area residents at the June 20, 2019 bike lane open house.                                                                                                                                                                | D. Hilsinger<br>M. Shoemaker |
| 12-Aug-19 | CD&ES              | St Marys River Heritage Walk<br>Committee           | T. Vair                 | Q1 2021 |                                                              | 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 (Councillors P. Christian, M. Shoemaker and Councillor C. Gardi and appropriate staff as resource); Committee also to engage with Municipal Heritage Committee, Indigenous community and any other relevant stakeholders.                                                              | P. Christian<br>M. Shoemaker |
| 9-Sep-19  | PW&ES              | Northern Avenue East/Sackville<br>Road Intersection | L. Girardi<br>C. Rumiel | Q4 2021 | Pedestrian counts during the<br>pandemic would be inaccurate | Conduct a full study of this intersection to determine if it warrants the provision of a school crossing guard and report back to Council                                                                                                                                                                                                                                                                                                                         | R. Niro<br>M. Bruni          |
| 7-Oct-19  | CD&ES              | Indoor Mausoleum Feasibility                        | T. Vair                 | Q2 2021 | March 9, 2020 – Agenda item<br>6.3 - report back Q2 2021     | Review feasibility of indoor mausoleums and gauge demand through community outreach                                                                                                                                                                                                                                                                                                                                                                               | M. Shoemaker<br>R. Niro      |
| 4-Nov-19  | Legal              | Shopping Cart Management<br>Plan                    | K. Fields               | Q1 2021 |                                                              | Draft a by-law requiring retailers that use shopping carts to develop a shopping cart management plan for the retrieval and return of abandoned shopping carts outside of that retailer's property boundaries ensuring enforcement mechanisms are in place for retailers that do not comply or uphold their shopping cart management plan, once developed, or, alternatively, that penalties are in place for failing to develop a shopping cart management plan. | M. Shoemaker<br>M. Bruni     |
| 6-Jan-20  | CAO                | Service Delivery Review                             | M. White                | Q1 2021 |                                                              | Report with proposed actions for each of the Service-Focused Opportunities for Consideration listed in Third Party Service Review Report.                                                                                                                                                                                                                                                                                                                         | M. Shoemaker<br>R. Niro      |

|           |                      |                                                            |                                |         |                                                                                                                                         |                                                                                                                                                                                                                                                                                             |                                  |
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| 6-Jan-20  | PW&ES                | Elimination of Plastic Bags                                | L. Girardi                     | Q1 2021 |                                                                                                                                         | Consider and report on a process to discourage/eliminate use of plastic bags including a plan for the municipality to reduce and eliminate its use of plastic bags and single use plastics; staff to consult with community stakeholders to receive comment, feedback, input.               | C. Gardi<br>D. Hilsinger         |
| 20-Jan-20 | CAO<br>Fire Services | Warming Shelters                                           | Malcolm White<br>Peter Johnson | Q1 2021 |                                                                                                                                         | Review current warming shelter plan, recommend the necessary adjustments based on community needs                                                                                                                                                                                           | M. Shoemaker<br>D. Hilsinger     |
| 3-Feb-20  | CD&ES                | Best for Kids Transit Pilot Project                        | T. Vair                        | Q4 2021 | March 9, 2020 – Agenda item 6.2 – report back Q1 2021; October 13, 2020 – Agenda item 6.1 – expand program for one year and report back | Investigate feasibility of a Transit Services pilot project to run from June 27, 2020 to September 6, 2020, providing free bus rides on weekends to children and their parents attending the Splash Pad, Pump Track, Manzo Pool, Greco Pool and Skateboard Park and report back to Council. | R. Niro<br>M. Shoemaker          |
| 24-Feb-20 | CD&ES                | Snowmobile Road Use                                        | T. Vair                        | Q4 2021 |                                                                                                                                         | Investigate feasibility of allowing snowmobiles to use municipal roads for a limited period.                                                                                                                                                                                                |                                  |
| 9-Mar-20  | CD&ES                | Electric Vehicles for City Fleet                           | T. Vair                        | Q1 2021 |                                                                                                                                         | Investigate electric vehicle and equipment conversion for the City's fleet, including costs and subsequent greenhouse gas emissions.                                                                                                                                                        | M. Shoemaker<br>P. Christian     |
| 13-Jul-20 | CD&ES                | Finn Hill                                                  | Tom Vair                       | Q1 2021 |                                                                                                                                         | Review input received, and seek further input on potential improvements to Finn Hill.                                                                                                                                                                                                       | S. Hollingsworth<br>M. Shoemaker |
| 14-Sep-20 | CD&ES                | Provincial / Municipal Grants for Upgrading Homes          | Don McConnell                  | Q1 2021 |                                                                                                                                         | Review provincial-municipal grant programs to assist fixed income homeowners with upgrades and maintenance of their homes.                                                                                                                                                                  | M. Shoemaker<br>P. Christian     |
| 28-Sep-20 | CD&ES                | Commercial Assessment Growth Community Improvement Program | Don McConnell                  | Q1 2021 |                                                                                                                                         | Investigate adding any and all commercial assessment growth as an eligible category to the Community Improvement Program.                                                                                                                                                                   | M. Shoemaker<br>R. Niro          |
| 28-Sep-20 | CD&ES                | Vacant Buildings Community Improvement Program             | Don McConnell                  | Q1 2021 |                                                                                                                                         | Investigate a Community Improvement Program for vacant buildings.                                                                                                                                                                                                                           | M. Shoemaker<br>L. Dufour        |
| 13-Oct-20 | PW&ES                | Blake Avenue                                               | Don Elliott                    | Q3 2021 |                                                                                                                                         | Bring forward a plan for the upgrade of Blake Avenue to Class A services to be considered in the Capital Transportation Plan.                                                                                                                                                               | M. Shoemaker<br>L. Dufour        |
| 9-Nov-20  | CD&ES                | Downtown Safety                                            | Tom Vair                       | Q1 2021 |                                                                                                                                         | Investigate and report on options to increase safety in the downtown (could include either surveillance or security patrols in the downtown core) during non-core hours; determine if partnerships with downtown merchants, the private sector, or the Downtown Association can facilitate. | M. Shoemaker<br>L. Dufour        |

|           |       |                     |                                 |         |                                                                                                                                                                                                                                    |                              |
|-----------|-------|---------------------|---------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 30-Nov-20 | PW&ES | Derelict Properties | Don Elliott<br>Freddie Pozzebon | Q2 2021 | Investigate existing programs in Ontario municipalities that incentivize or provide assistance in the demolition of derelict or unsafe or abandoned properties and propose a comprehensive plan to City Council for implementation | M. Shoemaker<br>P. Christian |
| 14-Dec-20 |       |                     |                                 |         |                                                                                                                                                                                                                                    |                              |
|           |       |                     |                                 |         |                                                                                                                                                                                                                                    |                              |





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

**COUNCIL REPORT**

January 11, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J Schell, CPA, CA Chief Financial Officer &  
Treasurer

DEPARTMENT: Corporate Services

RE: Twin Pad Arena Project Borrowing By-law

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**PURPOSE**

The purpose of this report is to seek Council approval of the borrowing by-law required to apply for Infrastructure Ontario long term financing for the Twin Pad Arena Project.

**BACKGROUND**

On December 7, 2020 Council approved the funding of the Twin Pad project, not exceeding \$28,800,000 through long term debt:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 12 07 concerning Twin Pad Arena Supplemental Information be received as information and that staff be authorized to proceed with the development of a twin pad arena located at 616 Goulais Avenue;

Further that staff begin the procurement process to obtain services to construct a twin pad arena and demolish the McMeeken Centre with a total project budget not to exceed \$28,800,000 funded through long term debt.

**ANALYSIS**

In order to ensure that the financing is in place when the tender for the construction of the Twin Pad Project is closed and presented to Council for approval, application is required immediately. The City is not committed to the long term debt if the project does not proceed and the application may be cancelled without penalty.

An application has been submitted to Infrastructure Ontario to begin the approval process for the Twin Pad Arena Project. The application requires that a borrowing bylaw for the construction financing (temporary borrowing) and long term borrowing be approved by Council. It is anticipated that the City will be notified is the application is approved in March, 2021.

The Annual Repayment Limit under Ontario Regulation 403/02 has been calculated utilizing the 2019 audited financial statements. The updated Repayment Limit is \$44,693,091. The expenditure for debt servicing of the borrowing requirements are estimated to be \$1.5 million annually and will not exceed the regulated repayment limit or the maximum recommended debt levels as set out in the Debt Management Policy.

#### **FINANCIAL IMPLICATIONS**

The approval of the Twin Pad Arena Project tender will require construction financing and long term debt to fund the estimated project cost of \$28,800,000. Debt servicing for the construction period and debt servicing is provided for in the operating budget with retired debt servicing in the amount of \$1,071,765 in 2021 and an additional \$581,881 in 2022.

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

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

#### **RECOMMENDATION**

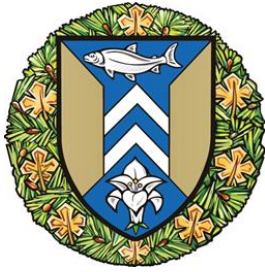
It is therefore recommended that Council take the following action:

The relevant By-law 2021-5 is listed elsewhere on the agenda and recommended for approval.

Respectfully submitted,



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



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

**COUNCIL REPORT**

January 11, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Finn Hill Update

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**PURPOSE**

To provide an update on the Finn Hill Project and seek Council's approval on the recommended actions.

**BACKGROUND**

At a Council meeting dated July 13, 2020 the following resolution was passed.

Whereas Sault Ste. Marie and the surrounding area offers fantastic, all-season recreation for all ages from hiking, camping, biking, skiing and tobogganing to name a few; and

Whereas children need to remain active throughout the day and year as a means to interact with others, explore their outdoor environment, and gain exercise; and

Whereas our community has a popular tobogganing hill known as Finn Hill where families for generations have enjoyed sledding as a fun activity that has allowed kids to remain active in the winter; and

Whereas there may be a potential opportunity to improve Finn Hill by studying ideas that have been brought to the attention of the Mayor, Councillor Christian, Councillor Hilsinger, Councillor Hollingsworth, and Councillor Shoemaker by Master Charlie Lachapelle-Smith, 9 year old student and frequent sledder; and

Whereas the suggested ideas may complement the 2016-2020 Sault Ste. Marie Corporate Strategic Plan and FutureSSM goals, especially with

regard to improving the quality of life for the families of our community;  
and

Whereas Council is open to hearing and discussing ideas that make sense;

Now Therefore Be It Resolved that staff be requested to review input received, and seek further input on potential improvements to Finn Hill, and that the recommended improvements be brought forward in a report to Council.

Furthermore at a Parks and Recreation Advisory Committee (PRAC) meeting dated December 1, 2020 the following resolution was passed.

Moved by: S. Milne  
Seconded by: T. McClelland

“Resolved that the Parks and Recreation Advisory Committee approve the Finn Hill Working Groups’ recommendations as presented and that a report be prepared for City Council outlining; recent improvements, work in progress and future priorities be approved.”

## **ANALYSIS**

The PRAC working group met on October 14, 2020 and November 18, 2020 to investigate options available for the Finn Hill resolution as presented. As part of the process, the Chair of PRAC, Mr. Deane Greenwood, sent a letter and conducted a FaceTime call with Charlie Lachapelle-Smith. Charlie continued to express his enthusiasm for the project and Mr. Greenwood notified him as to the progress the working group had been undergoing stemming from his suggestions.

Throughout the process, nine (9) items were identified as options for Finn Hill. They were investigated to determine suitability for the space along with potential costing, operational impact as well as feasibility.

The prioritized list is identified below.

1. New fence installation at the base of the hill.
2. New lighting to be projected towards the bottom of the hill.
3. Increased parking lot space at the existing lot.
4. Construction of new washroom facilities for year round use including a water fill station.
5. The addition of natural berms placed by Parks staff strategically on the hill.
6. Expanded lighting on the hill in general.
7. Single-track project being led by the Sault Cycling Club to be integrated into the space and parking lot.
8. The addition of a bicycle skills park on a portion of the hill.

9. Installation and operating of lift options to bring people to the top of the hill.
  - a. Installation of Magic Carpet – Approximate cost of \$265,000 for Infrastructure and \$27,000 in annual labour costs.
  - b. Installation of a tube tow – Approximate cost of \$170,000 for Infrastructure and \$27,000 in annual labour costs.

### **Completed Items**

To date three (3) of the items identified have now been completed and another one (1) is in progress. The fencing at the base of the hill was identified during the reconfiguration of space as a safety priority and installation has since been complete. The permanent fence at the bottom of the hill replaces the snow fencing that has been used for so many years. The sliding run off is actually longer than what had existed prior.

During the Black Road reconstruction, light poles were installed and lighting was adjusted which provides for some additional lighting illuminating the base of the hill and the parking lot. The positive impact of this will be experienced this year during the toboggan season.

In addition to new lighting, the parking lot has been expanded by one third to provide additional parking year round for those utilizing both Finn Hill and the Hub Trail. As part of the construction, underground services were also installed to the parking lot area that will allow for access to power, water and sewer. This will support any future washroom facility onsite.

### **New Items**

During the community engagement period of the Parks & Recreation Master Plan, the community identified a need for a washroom and water fountain at this location. The Committee supports this recommendation and staff will submit a capital request as part of the 2022 budget process.

Investigation of past City of Sault Ste. Marie Snow Tube Park projects was reviewed including past council reports and an engineering report. The information is dated back to the 2005/2007-time frame. It was noted that there were significant costs at that time for installation of a tube run, maintenance and operating costs. The result was a decision that this type of recreation service was not a priority. Recent research by staff indicates that tube hills located in other locations in Ontario are largely privately run with fees attached for usage (Appendix A). Municipalities focus on providing tobogganing opportunities, which is in alignment with providing a healthy active lifestyle. Algoma Public Health notes on their website that the most recent Canadian Health Measures Survey found that 85% of Canadian adults currently do not meet the recommended amount of physical activity, which is 150 minutes of moderate to vigorous aerobic activity per week, accumulated in bouts of 10 minutes or more ("Heart and Stroke Position Statement paper").

Should Council wish staff to investigate this option further the Elliot Park location would be recommended as a more suitable location based on length of run capability. Capital and Operating requests would need to be refined and brought forward as part of the 2022 budget process for consideration. Cost review utilizing Ottawa and Elliot Lake examples would be undertaken. A Magic Carpet lift was also investigated as part of the process. As advised, municipalities primarily do not operate tows and motorized lifts for tobogganing and leave this to the private sector. In general, municipalities support tobogganing opportunities in terms of parking and ensuring hills in park locations remain safe for use.

Another new item that Parks staff is implementing are natural berms, which provide an added safety feature for the user to enhance the experience. This approach also aids with staff having to address jumps being made at these locations on an ongoing basis.

To further support lighting staff will gather costing on additional lighting options for the hill and a capital request will be brought forward as part of the 2022 Capital Budget process.

In addition, City staff are working closely with the Sault Cycling Club to support how the Single-track trail will tie into both the Hub Trail and parking lot access at Finn Hill through the existing Hub trail.

Staff are recommending that a Bicycle Skills Park which has been researched in the past would be a longer term option for the site that would require further public consultation before any recommendations are made. In addition, staff are assisting efforts for the creation of a bike skills park at Kinsmen Park and are recommending that those efforts be complete before considering other locations.

Staff is also reviewing park signage at the site to reflect new branding and wayfinding for the location. As part of any future steps, it is recommended that Community feedback and comments from the Parks & Recreation Master Plan and the Youth Friendly Designation regarding Finn Hill area will be gathered to indicate community pulse and interest for services and developments at the hill.

#### **FINANCIAL IMPLICATIONS**

There will be no immediate financial impact to the operating budget. Natural berms can be built and maintained by Parks staff and paid for within exiting operations.

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

The recommendation supports the focus area of the Corporate Strategic Plan for 2020-2023 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.
- Under Quality of Life area, the action promotes Quality of Life Advantages.
- Community Development & Partnerships, it creates Social and Economic Activity.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Community Services dated January 11, 2021 concerning Finn Hill Update be received and that:

1. Natural berms be installed at Finn Hill in 2021;
2. Staff be directed to refine costs and submit a capital request for a new washroom facility at Finn Hill as part of the 2022 budget process;
3. Staff be directed to obtain costing for additional lighting options for Finn Hill and submit a capital request as part of the 2022 capital budget process;

Further that a copy of this resolution be provided to Charlie Lachapelle-Smith.

Respectfully submitted,

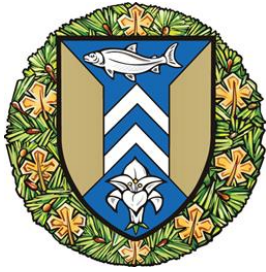


Brent Lamming, PFP, CPA, CMA  
Director, Community Services  
Community Development &  
Enterprise Services  
(705)759-5314  
[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

| Location                   | Operated by:                                              | Fees                                                                                                                                                                                                                                                                                                                                                | Hours of Operation                               | Notes                                                                                                                                                                                                                                                                                            |
|----------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sault Ste. Marie, Michigan | City (Parks and Recreation)<br>Sault Seal Recreation Area | <u>Passes</u> <ul style="list-style-type: none"> <li>\$10 - Adult</li> <li>\$6 Students/Children</li> </ul> <u>Seasons Pass</u> <ul style="list-style-type: none"> <li>\$100 - Individual Resident</li> <li>\$130 - Individual non-resident</li> <li>\$130 - Family resident</li> <li>\$160 Family non-resident</li> </ul> ***Prices in American \$ | Tues-Fri 4-8pm<br>Sat-Sun 1-8pm                  | <ul style="list-style-type: none"> <li>Tube tow</li> <li>7 chutes</li> <li>Chalet</li> </ul> <p>Ski/snowboard hill with 1 lift + heated chalet</p> <p>Private bookings with 2 weeks' notice; must be min. 2h; \$200/h (resident) \$250/h (non-resident)</p>                                      |
| Kitchener, ON              | Privately owned<br>Chicopee Tube Park                     | <u>2 hour pass</u> <ul style="list-style-type: none"> <li>\$36</li> </ul> <u>Seasons Passes</u> <p>1<sup>st</sup> Pass \$435 - \$560<br/>2<sup>nd</sup> Pass \$405 - \$530<br/>3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, &amp; 6+ passes available as well as senior &amp; senior +</p>                                                       | 9am-9pm weeklong                                 | <ul style="list-style-type: none"> <li>Magic Carpet</li> <li>6 chutes</li> <li>Chalet</li> <li>250 feet high and 900 feet long</li> </ul> <p>Ski Hill Pricing<br/>Single Lift Ticket \$42 (weekday), \$45 weekend &amp; holidays; \$10 for Tots; \$25 night skiing. Season Passes available.</p> |
| Brampton, ON               | City of Brampton<br>Mount Chinguacousy                    | <u>1 hour pass</u> <ul style="list-style-type: none"> <li>\$9.35</li> </ul>                                                                                                                                                                                                                                                                         | Wed-Fri 5-9pm<br>Sat 10am-8pm<br>Sun 10am-7pm    | <ul style="list-style-type: none"> <li>Magic Carpet</li> <li>Chalet</li> <li>Skiing and snowboarding available \$14.70 per hour per person</li> </ul>                                                                                                                                            |
| Uxbridge, ON               | Ski Lakeridge                                             | <u>2 hour pass</u> <ul style="list-style-type: none"> <li>\$25 - 9:00am-11:00am</li> <li>\$30 - 11:00am-5:00pm</li> <li>\$25 - 5:00pm-9:30pm</li> </ul>                                                                                                                                                                                             | Friday 2-9:30pm<br>Sat-Sun & holidays 9am-9:30pm | <ul style="list-style-type: none"> <li>Tube tow</li> <li>Has a snowmaking team</li> </ul>                                                                                                                                                                                                        |
| Barrie, ON                 | Horseshoe Resort                                          | <u>Tues-Thurs</u> <ul style="list-style-type: none"> <li>\$45 - 9:00am-4:00pm</li> <li>\$40 - 5:00-9:00pm</li> </ul> <u>Fri-Sun /Holidays</u> <ul style="list-style-type: none"> <li>\$30 - 3 hour slots</li> </ul>                                                                                                                                 | Tues-Sat 9:00am-9:00pm<br>Sun 9:00am-6:00pm      | <ul style="list-style-type: none"> <li>Magic carpet</li> <li>5 chutes</li> <li>Chalet</li> <li>42" height requirement</li> </ul>                                                                                                                                                                 |



|                   |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                     |                                                                                                                                                                                                                                                                                                                   |
|-------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Georgina, ON      | Town of Georgina<br>The ROC | <u>2 hour pass</u> <ul style="list-style-type: none"> <li>• \$20 - All access pass (Tube &amp; lift)</li> <li>• \$15 - Lift only</li> </ul> <u>Season Pass</u> <ul style="list-style-type: none"> <li>• \$79 (resident)</li> <li>• \$99 (non-resident)</li> </ul>                                                                                                                                                                                                                                 |                                                                                                     | <ul style="list-style-type: none"> <li>• Magic Carpet</li> <li>• 3 chutes</li> <li>• Helmet rentals</li> </ul>                                                                                                                                                                                                    |
| Blue Mountain, ON | Blue Mountain Resort        | <u>1 hour pass</u><br>Weekday <ul style="list-style-type: none"> <li>• \$7 (tyke)</li> <li>• \$11 (youth)</li> <li>• \$14 (young adult)</li> <li>• \$17 (adult)</li> </ul> Weekends & Holidays <ul style="list-style-type: none"> <li>• \$9 (tyke)</li> <li>• \$13 (youth)</li> <li>• \$16 (young adult)</li> <li>• \$19 (adult)</li> </ul>                                                                                                                                                       | Monday-Thurs<br>1:00pm-8:00pm<br><br>Friday-Saturday<br>10:00am-9:00pm<br><br>Sunday 10:00am-8:00pm | <ul style="list-style-type: none"> <li>• HIKE' N 'TUBE (No lift)</li> <li>• Chalet</li> </ul><br>Resort also offers:<br>Skiing, snowboarding, snowshoeing, skating, mini roller coaster available                                                                                                                 |
| Barrie, ON        | Snow Valley                 | <u>2 hour pass</u><br>Weekdays <ul style="list-style-type: none"> <li>• \$23 - 9:00am-11:00am</li> <li>• \$28 - 11:00am-1:00pm</li> </ul> <u>Weekday Nighttime</u> <ul style="list-style-type: none"> <li>• \$15 (Tues-Thurs)</li> <li>• \$20 (Friday)</li> </ul> <u>Weekend &amp; Holidays</u> <ul style="list-style-type: none"> <li>• \$23 - 9:00am-11:00am</li> <li>• \$30 - 11:00am-5:00pm</li> <li>• \$23 - 5:00pm-9:00pm</li> </ul> Kids Zone (Under 42") pricing ranges between \$12-\$16 | 9:00am-9:00pm                                                                                       | <ul style="list-style-type: none"> <li>• Tube tow</li> <li>• 3 lifts &amp; 14 chutes</li> <li>• Helmet rental \$10</li> <li>• Non-participant access (Viewing/supervision only) \$10</li> <li>• Chalet</li> <li>• Skiing, Snowboarding, and snowshoeing available</li> <li>• Must be 42" to ride lifts</li> </ul> |



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

**COUNCIL REPORT**

January 11, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Lease Agreement Suspension Due to Province-wide Shutdown

---

**PURPOSE**

To obtain Council's approval to suspend the lease agreements in place at the John Rhodes Community Centre (JRCC) due to the Province-wide Shutdown.

**BACKGROUND**

The City of Sault Ste. Marie closed all recreational facilities effective Saturday December 26, 2020 resulting from the Province-wide shutdown. Furthermore, the City has four (4) agreements in place to lease space at the JRCC. The proponents impacted are as follows:

- Icebreakers Restaurant
- Sault Ste. Marie Gymnastics Club
- 882206 Ontario Inc. (John Rhodes Pro Shop)
- Superior Sports Training Incorporated

**ANALYSIS**

The proponents connected with City staff to request relief. The businesses do not have access to the facility to carry out day-to-day business or provide regular programming. City staff recommend that the agreements for the Sault Ste. Marie Gymnastics Club, 882206 Ontario Inc. o/s John Rhodes Pro Shop and Superior Sports Training Incorporated be suspended. This would take effect December 26, 2020 and last until January 11, 2021 (pro-rated for the timeframe). If the shutdown is extended by the Province, staff recommend extending the suspension to the revised reopening date for Northern Ontario.

Icebreakers Restaurant has advised the City that they would like to remain open during the shutdown in accordance with take-out guidelines. However, if they determine that business cannot support staff recommend that the lease agreement be suspended and payments pro-rated from the notification date of closure.

Agreements and corresponding billing will resume when re-opened to the public.

### FINANCIAL IMPLICATIONS

The impact to the Municipality in forgone revenue amounts to \$3,167.30.

| Customer                  | December 2020      |
|---------------------------|--------------------|
| Pro Shop 882206 Ont. Inc. | \$ 640.55          |
| Superior Sports Training  | \$ 566.94          |
| Icebreakers Restaurant    | \$ 4,000.00*       |
| SSM Gym Club              | \$ 1,655.00        |
| <b>Total</b>              | <b>\$ 6,862.49</b> |

\*Plans to stay open for take out in alignment with sector restrictions. Should they decide to close the impact would be pro-rated at monthly amount indicated above.

### STRATEGIC PLAN / POLICY IMPACT

The recommendation supports the focus area of the Corporate Strategic Plan for 2020-2023 in a number of ways.

- It demonstrates integrity, honesty, sincerity and fairness in carrying out our responsibilities.
- It demonstrates Fiscal Responsibility in managing municipal finances in a responsible and prudent manner.

### RECOMMENDATION

It is therefore recommended that Council take the following action:

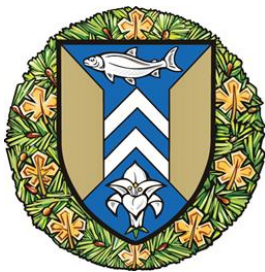
Resolved that the report of the Director of Community Services dated January 11, 2021 concerning Lease Agreement Suspension be received and that:

- Lease agreements for Sault Ste. Marie Gymnastics Club, 882206 Ontario Inc. and Superior Sports Training Incorporated be suspended between December 26, 2020 and January 11, 2021 due to the Province-wide shutdown; further
- If the shutdown is extended beyond January 11, 2021 the pro-rated amount continue until the revised re-opening date; and
- The Icebreakers Restaurant lease agreement be suspended (with payments pro-rated accordingly) only upon written notification from the proponent.

Respectfully submitted,



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

**COUNCIL REPORT**

January 11, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Brent Lamming, Director of Community Services

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Metrolinx Joint Transit Procurement

---

**PURPOSE**

To seek Council approval to enter into a Governance Agreement for joint Transit procurement with Metrolinx for a five (5) year term.

**BACKGROUND**

Metrolinx's Transit Procurement Initiative (TPI) has become one of North America's most innovative transit procurement programs. TPI has worked with 49 transit agencies across Ontario at various times since the program began in 2006. TPI's joint procurements for buses have involved 36 transit agency partners across the province purchasing six (6) vehicle types including: 18-metre; 12-metre; 9-metre; 8-metre (low & high floor); 7-metre (low & high floor); and mini bus. In addition to bus procurements, TPI has completed joint procurements for bus parts (TIMS) in 2011, an Intelligent Transportation System – Automated Vehicle Location Solution (ITS-AVL) in 2016, and a video camera surveillance system in 2017. This consolidation of municipal transit procurement has saved Ontario taxpayers an estimated \$31.5 million\* in purchasing and administrative costs (\* as of March 31, 2019). <http://www.metrolinx.com/en/projectsandprograms/tpi/tpi.aspx>

**ANALYSIS**

TPI now has 52 municipalities parties participating in their group-buying program including our Northern counterparts in Sudbury, North Bay, Timiskaming Shores and Thunder Bay. In 2019, nineteen (19) Municipalities joined the program with another twenty-eight (28) joining year to date in 2020.

The main advantage of participation is the leverage opportunity the group has in terms of buying power. Metrolinx acts as a facilitator in the process and once a Municipality enters into an agreement they are eligible for participation.

All bids are optional for participation once you become a member. The one caveat is that you cannot agree to bid and then take that price to leverage another company for a cheaper price outside the program.

Steps for Procurement under the Metrolinx Joint Purchasing Program.

1. Metrolinx surveys up front who wants to participate in a bid (Example Automatic Vehicle Locator Technology).
2. Metrolinx issues a request for Proposal.
3. An evaluation is completed by a Steering Committee (one vote per participating municipality). Metrolinx does not have a vote in the process.
4. Selection requires  $\frac{3}{4}$  of the members to participate in the vote who have expressed intention to purchase.

TPI provides a number of value-added services such as:

- Industry experienced TPI staff to develop detailed technical specifications, develop the RFP and manage the contract
- Enhanced contract terms and product warranties
- Increased quality control through in-plant inspection of buses
- Evaluation Committee made up of transit participants
- Fairness Commissioner services to oversee the procurement process, where applicable

Additional benefits to participating municipalities are:

- Increased influence over bus manufacturers to provide a higher quality of product and process;
- Inclusion of frame testing and corrosion standards as part of the performance-based specification;
- Improved warranty periods and delivery standards;
- Improved and guaranteed bus delivery dates (this is important with MTO subsidy program dates);
- The procurement process was built on using collective expertise from the transit industry;
- Team evaluation of proposals using highly qualified transit fleet managers;
- Quality bus inspection services during the manufacturing process; and
- Potential for future pooling of parts and continued technical knowledge exchange.

Estimated Overall Value of all Contracts issued to Fiscal 2019/2020 is \$840.9 million. This resulted in an estimated Overall Program savings/cost avoidance of over \$ 32.5 million. In addition, there has been a 14.2% growth in bus order intake over previous fiscal with 2,021 units ordered in Fiscal 2019/2020.

Furthermore, there was a letter sent by Minister Mulroney to the Mayor dated August 12, 2020 with respect to the safe restart program as it pertains to Transit (Appendix A). On page four (4), it states that for phase two (2) of the program the City of Sault Ste. Marie will be required to, “Engage in consolidated procurement opportunities leveraging Metrolinx and other provincial procurement tools (ALL MUNICIPALITIES).” This report and recommendation is in alignment with this direction.

Up until 2018, the cost was free for participating. It costs Metrolinx approximately \$600,000 to run the program. Costs for new bids are negotiated for the group and the nominal cost never outweighs the benefit to the group. For example a recent purchase for batteries cost participants 2% up front but ultimate savings were 20% versus an RFP on their own. The reason for substantial savings is that the proponent does not have to invest time in reviewing many multiple smaller bids whereas they can receive a commitment from Metrolinx for large-scale purchases. It is not uncommon for bulk buys to exceed 400 units for buses for one contract.

City staff are currently in the process of procuring an Automatic Vehicle Location (AVL) Smart Bus Technology software program and staff are recommending utilizing the Metrolinx opportunity to leverage expertise, technical insight as well as obtain preferential costing. Since this opportunity was identified before 2018 this cost for participation would come at no charge. This offer closes April 2021. A future report will be brought back to Council for approval. AVL technology is complicated and the combined knowledge of the Metrolinx participants will provide an excellent resource for staff to utilize during the process.

The City’s Procurement Policy allows for the use of Cooperative Purchasing where it is in the best interest of the City to do so; and utilizing the Metrolinx Transit Procurement Initiative (TPI) complies. Leveraging the expertise of Metrolinx in Transit matters, and realizing the resulting group buying price advantages are certainly in the best interest of the City. Finance concurs with the recommendations contained within this Report.

### **FINANCIAL IMPLICATIONS**

There will be no immediate financial impact to the operating budget. Staff are anticipating cost savings on future Transit purchases as part of this initiative.

Any future Joint Procurement purchases and participation fees during the term of the Governance Agreement will be included in draft capital and operating budgets for Sault Ste. Marie’s City Council’s approval.

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

The recommendation supports the focus area of the Corporate Strategic Plan for 2020-2023 in a number of ways.

- Under Fiscal responsibility, we will manage municipal finances in a responsible and prudent manner.

- 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.

### **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 2021 01 11 be received.

Furthermore, that Council approve the following.

1. That Transit Services to enter into a five (5) year Governance Agreement for joint Transit Procurement facilitated by Metrolinx;
2. That the appropriate City staff be authorized to complete the necessary applications, reporting forms and subsequent agreements under the program;
3. The Director of Community Services be designated as Sault Ste. Marie's representative to the steering committee under the program, with the Manager of Transit being designated as the alternate member; and

Supporting by-law 2021-3 and agreement appears elsewhere on the agenda for approval.

Respectfully submitted,



Brent Lamming, PFP, CPA, CMA  
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Community Development &  
Enterprise Services  
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[b.lamming@cityssm.on.ca](mailto:b.lamming@cityssm.on.ca)

## APPENDIX A

### Ministry of Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transportation](http://www.ontario.ca/transportation)

### Ministère des Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



August 12, 2020

107-2020-3242

Mayor Christian Provenzano  
City of Sault Ste. Marie  
99 Foster Drive, PO Box 580  
Sault Ste. Marie ON P6A 5N1

Dear Mayor Provenzano:

Municipalities play a key role in delivering services that people across Ontario rely on and are the frontlines of a safe reopening of the economy. Our government recognizes that municipalities have sustained significant financial pressures as a result of the COVID-19 outbreak and need financial support to ensure they can continue to deliver important services while minimizing the spread of COVID-19.

On July 27, 2020, as part of the federal-provincial Safe Restart Agreement, the Ontario government announced that it had secured up to \$4 billion in one-time emergency assistance to provide Ontario's 444 municipalities with the support they need to respond to COVID-19 and deliver the critical services people rely on every day.

This investment will provide support to municipalities and municipal transit systems to help them deal with financial pressures related to COVID-19, maintain critical services and protect vulnerable people as the province safely and gradually opens. It includes:

- Up to \$2 billion to support municipal operating pressures; and
- Up to \$2 billion to support municipal transit systems.

The Honourable Steve Clark, Minister of Municipal Affairs and Housing, will provide more information on the funding to support municipal operating pressures.

Up to \$2 billion will be available to Ontario's municipalities to address transit pressures. Funding will be allocated in two phases: In Phase 1, \$666 million will be allocated to municipalities with transit systems to help provide immediate relief from the financial pressures of COVID-19; In Phase 2, the balance will be available for municipalities with transit systems to address the ongoing financial pressures of COVID-19 until the end of the provincial fiscal year, or March 31, 2021. A two-phased approach will provide the flexibility to address actual municipal transit pressures, including any impacts of a potential second wave of COVID-19.

.../5



Financial pressures that are eligible for reimbursement under this program include both financial pressures associated with the need to continue to operate with reduced revenue and new expenses resulting from COVID-19:

- Reduced revenue would include pressures related to, at the ministry's sole discretion, the following:
  - Farebox;
  - Advertising;
  - Parking; and
  - Contracts (e.g., school contracts)
- New expenses incurred in response to the COVID-19 outbreak would include, at the ministry's sole discretion, the following:
  - Cleaning costs [costs not claimed as part of MTO's dedicated cleaning funding program];
  - New contracts;
  - Labour costs;
  - Driver protection;
  - Passenger protection; and
  - Other capital costs.

The ministry program area will consult with transit stakeholders to continue to refine eligible program expenses.

#### Municipal Transit Funding Phase 1: Immediate Funding

I am pleased to share that the **City of Sault Ste. Marie** ("Recipient") will receive **\$1,215,737** to support your COVID-19 municipal transit pressures for Phase 1, incurred from April 1, 2020 to September 30, 2020.

Please note that the Recipient is accountable for using this funding for the purpose of addressing the Recipient's COVID-19 municipal transit pressures.

The Recipient is required to report back, using a template to be provided by the ministry, to the province by October 30, 2020 with details on the use of the Phase 1 funds and a forecast of eligible expenditures to March 31, 2021.

If the amount of funding allocated in Phase 1 exceeds the Recipient's COVID-19 municipal transit pressures, the province's expectation is that the Recipient will place the excess funding into a reserve account to be accessed to support Phase 2 COVID-19 municipal transit pressures the Recipient may continue to incur up to March 31, 2021.

If the amount of funding allocated in Phase 1 is less than the Recipient's COVID-19 municipal transit pressures, the Recipient's report back will support the need for additional funding in advance of Phase 2 reporting. The additional funding is expected to be provided by December 31, 2020. The ministry will provide the Recipient with additional details on the reporting in the coming weeks; responses to information gathering questions are required.

The Recipient will be required to return any unused funds to the province where the funding from Phase 1 is in excess of the eligible expenditures incurred under both Phase 1 and Phase 2.

**In the meantime, I am requesting that the municipal treasurer for the Recipient sign the acknowledgement below and return the signed copy to the ministry by email by September 11, 2020 to [MTO-COVID\\_Transit\\_Funding@ontario.ca](mailto:MTO-COVID_Transit_Funding@ontario.ca).**

Please note that the ministry must receive this acknowledgement before making a payment to the Recipient. The province intends to make the Phase 1 payment to the Recipient in September 2020.

#### Phase 2: Ongoing Support

To be considered for Phase 2 funding, municipalities will be required to submit the reports noted above. Phase 2 funding will consider the reported actual impacts to determine the funding allocations and will be governed by a transfer payment agreement (TPA). The ministry will consult with municipalities on the TPA in Fall 2020.

MTO intends to build specific requirements into the Phase 2 agreements to achieve important transit objectives to promote ridership growth and transit sustainability. These include, for example:

- Ensuring and promoting the safety of public transit systems through the coordinated procurement of new safety materials;
- Requiring that the transit systems drive service sustainability through innovation in route planning and technology, as well as reviewing municipal transit jurisdictions where there are upper- and lower-tier systems operating in the same areas; and
- Requiring that the GTHA municipalities work with the province to make real progress on fare and service integration to provide rider benefits.

In order to achieve these objectives, municipalities will be required to demonstrate their participation and progress in different areas.

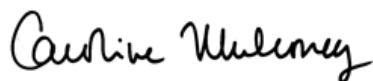
Through the Phase 2 TPAs, the **City of Sault Ste. Marie** will be required to:

- Engage in consolidated procurement opportunities leveraging Metrolinx and other provincial procurement tools (ALL MUNICIPALITIES)
- Review the lowest performing bus routes and consider whether they may be better serviced by microtransit (ALL MUNICIPALITIES)
- Work with the Province and Metrolinx where appropriate to determine the feasibility of implementing microtransit options on viable routes (ALL MUNICIPALITIES)
- Participate in discussions with the Province on advancing fare and service integration (GTHA & select municipalities)
- Participate in discussions with the Province to optimize transit through new possible governance structures (GTHA & select municipalities)

We are committed to working with municipalities, and their transit systems to refine the processes that will be required, in order to achieve the best possible outcomes as we work together through this recovery period.

Our government is committed to supporting municipal transit, and we will continue to champion the needs of our municipal partners and transit users. Through this historic agreement, municipalities will have the support and flexibility they need to address budget shortfalls related to COVID-19, help limit the spread of the virus, and chart a path to a strong recovery for their communities and for our province.

Sincerely,



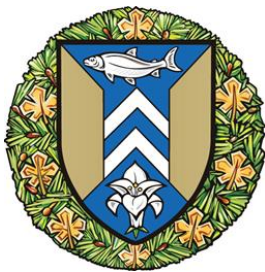
Caroline Mulroney  
Minister of Transportation

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By signing below, I acknowledge that the allocation of **\$1,215,737** is provided to the **City of Sault Ste. Marie** for the purpose of assisting with COVID-19 municipal transit pressures and that the province expects any funds not required for this purpose in Phase 1 will be put into reserves to support potential COVID-19 municipal transit pressures that you may continue to incur up to March 31, 2021. I further acknowledge that the **City of Sault Ste. Marie** is expected to report back to the province on COVID-19 municipal transit pressures and the use of this funding.

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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

**COUNCIL REPORT**

January 11, 2021

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager of Recreation and Culture

**DEPARTMENT:** Community Development and Enterprise Services

**RE:** Community War Memorial Grant Agreement - Amendment

---

**PURPOSE**

The purpose of this report is to seek Council approval to amend the agreement with Veterans Affairs Canada under its Community War Memorial Commemorative Partnership Program for funding to support the restoration of the Memorial Tower.

**BACKGROUND**

The Community War Memorial Commemorative Partnership Program is offered through Veteran Affairs Canada. Veterans Affairs Canada is committed to honouring those who served Canada in times of war, military conflict and peace, and to keeping the memory of their achievements and sacrifices alive for all Canadians. Community War Memorial funding supports the construction, restoration or expansion of a community war memorial.

**ANALYSIS**

At the Budget Council meeting dated December 9, 2019 the Memorial Tower Rehabilitation Assessment project was approved for \$101,250. The restoration project focuses on three (3) main areas of concentration:

1. Removal of Interior Stucco Finishes including Paint
2. Exterior Repair/Scrap, Prime and Paint
3. Glass Block repair and or replacement

In addition, we have received notification that we have received funding through the Community War Memorial Commemorative Partnership Program for \$24,986.00. The funding will assist with the restoration project and enhance the interior with artwork from the Canadian War Museum, improve lighting and add glass doors for year round viewing.

The original agreement has been amended to reflect the new project completion date of August 31, 2021.

**FINANCIAL IMPLICATIONS**

During the 2020 Capital Budget deliberations, \$101,250 was approved for the Memorial Tower Rehabilitation Assessment project. The Community War Memorial grant provides an additional \$24,986.00 in funding, bringing the total available funding to \$126,236.00.

**STRATEGIC PLAN / POLICY IMPACT**

This matter is referenced in the Corporate Strategic Plans, Focus Area: Quality of Life.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated January 11, 2021 concerning the Community War Memorial Commemorative Partnership Program grant be received and Council authorize staff to amend the agreement with Veterans Affairs Canada.

The relevant By-law 2021-6 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', written in a cursive style.

Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



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

**COUNCIL REPORT**

January 11, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jonathan Kircal, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-15-20-Z 351 Goulais Avenue (2366479 Ontario Limited  
c/o Catherine May)

---

**PURPOSE**

The applicant, Catharine May, has submitted a rezoning application to permit an engineering office on the subject property.

**PROPOSED CHANGE**

Amend Zoning By-law 2005-150 from Institutional Zone (I) to Institutional Zone (I.S) with a Special Exception to permit office uses, in addition to the uses permitted in an Institutional Zone, subject to the following provisions:

- Reduce the required front yard setback (East Balfour Street) from 7.5m to 6m for the existing building only.
- Reduce the west side yard setback from 7.5m to 0m for the existing shed only.
- Waive the west lot-line buffer requirement for office uses only.

**Subject Property:**

- Location – situated on the north-west corner of Goulais Avenue and East Balfour Street.
- Approximate size – 35.1m (115') frontage along East Balfour Street and a depth of 55m (180'), totalling 0.19ha (0.48ac).
- Present use – vacant (formerly a church).
- Owner – 2366479 Ontario Limited (c/o Catharine May).

**BACKGROUND**

In 1979, City Council approved a rezoning application to permit a church on the subject property.

**ANALYSIS**

The purpose of the application is to relocate the Eddy Ongaro Engineering Corporation to the subject property.

### **Conformity with Official Plan**

The Residential designation of the property permits residential and neighbourhood commercial uses that provide convenient access to daily needed goods and services. Maintaining the established character of the neighbourhood is an underlining goal.

The OP's Implementation section provides flexibility by permitting adaptive reuse of buildings that are no greater than 1,000 m<sup>2</sup>. on the condition that compatibility between new and existing uses can be achieved.

This application is proposing to utilize a former church of an approximate gross floor area of 210 m<sup>2</sup> for office uses. Impacts on the residential character of the area are not anticipated from an office use of this scale.

Therefore, this proposal satisfies the intent and purpose of the official plan.

### **Conformity with Provincial Policy Statement 2020**

A development proposal for an existing municipally serviced vacant property within the built-up area of the city represents cost-effective development from a land consumption and servicing perspective. The use will contribute towards an appropriate mix and range of employment that will meet long-term needs.

Therefore, this proposal is consistent with the PPS.

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

The proposal is in conformity with the GPNO's policies of optimizing the use of existing infrastructure. Approval of this application does not conflict with the Plan.

### **COMMENTS**

The subject property is located in a mixed residential neighbourhood consisting of single-detached homes and townhouses.

Office use on the property is compatible with its neighbouring residential uses. Impacts relating to vehicular and pedestrian traffic, parking, noise, light and other operational matters are not anticipated. Approximately four employees are anticipated to work on-site.

The former church will be reused as office space. No major outside modifications of the property are. This longstanding building has existed without any documented impact on surrounding properties and is therefore considered appropriate.

Reducing the zoning by-law's front yard setback requirement from 7.5m to 6m is required to recognize the building's location on the lot and to ensure its continued



use. Frontage, as defined by the by-law, is along East Balfour Street. These variances are consistent with abutting residential properties.

The proposal will maintain the existing 1.5m high wrought iron fence along a 3m wide planting strip. Visual impacts are not anticipated with this proposal, the current buffer configuration is appropriate and it will respect the unobstructed sightlines from each of the driveways. Additionally, the abutting residential property's hedgerows that exist along the common lot line secures privacy for its backyard.

The existing shed along the west lot line is akin to a typical residential 3x3m (10'x10') shed and poses no impact. The neighbouring privacy fence screens it from view. Varying the setback and buffer requirements is required to permit the shed in its current location.

An existing site plan agreement exists for the property and therefore any major future changes will be reviewed by staff.

## **CONSULTATION**

### **Public Comments**

Public notice was mailed out on December 18, 2020. No comments were received at the time of writing this report. Due to COVID restrictions, in-person neighbourhood meetings are not being held.

### **Application Circulation**

No comment/objection: the Accessibility Advisory Committee, Building Division Community Development and Enterprise Services, Economic Development Corporation, Engineering Division, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, Municipal Heritage Committee, Public Works, PUC, and the Sault Ste. Marie Region Conservation Authority.

## **FINANCIAL IMPLICATIONS**

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

## **STRATEGIC PLAN / POLICY IMPACT**

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

## **SUMMARY**

The applicant has submitted an application to amend the zoning by-law to add office uses as an additional permitted use in the Institutional zone.

The proposal represents small scale commercial development in an existing building – no major outside modifications are proposed. The reuse of vacant buildings contributes to the efficient use of land and resources.

Setback reductions are to recognize the longstanding location of the building and shed and are also consistent with the character of the neighbourhood.

No major issues were identified during the public notice and circulation phase. Residential impacts are not anticipated from the approval of this application. Provincial and municipal policies and plans support this application.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 01 11 2021 concerning Rezoning Application A-15-20-Z be received and that Council rezone 351 Goulais Avenue from Institutional Zone (I) to Institutional Zone (I.S) with a Special Exception to permit, in addition to the uses permitted in an Institutional Zone, office uses within the existing building on the property at the time of passing this by-law subject to the following special provisions:

1. Reduce the required front yard setback (East Balfour Street) from 7.5m to 6m for the existing building only.
2. Reduce the west side yard setback from 7.5m to 0m for the existing shed only.
3. Waive the west lot-line buffer requirement for office uses only.

And that Legal Department be directed to execute the appropriate by-laws.

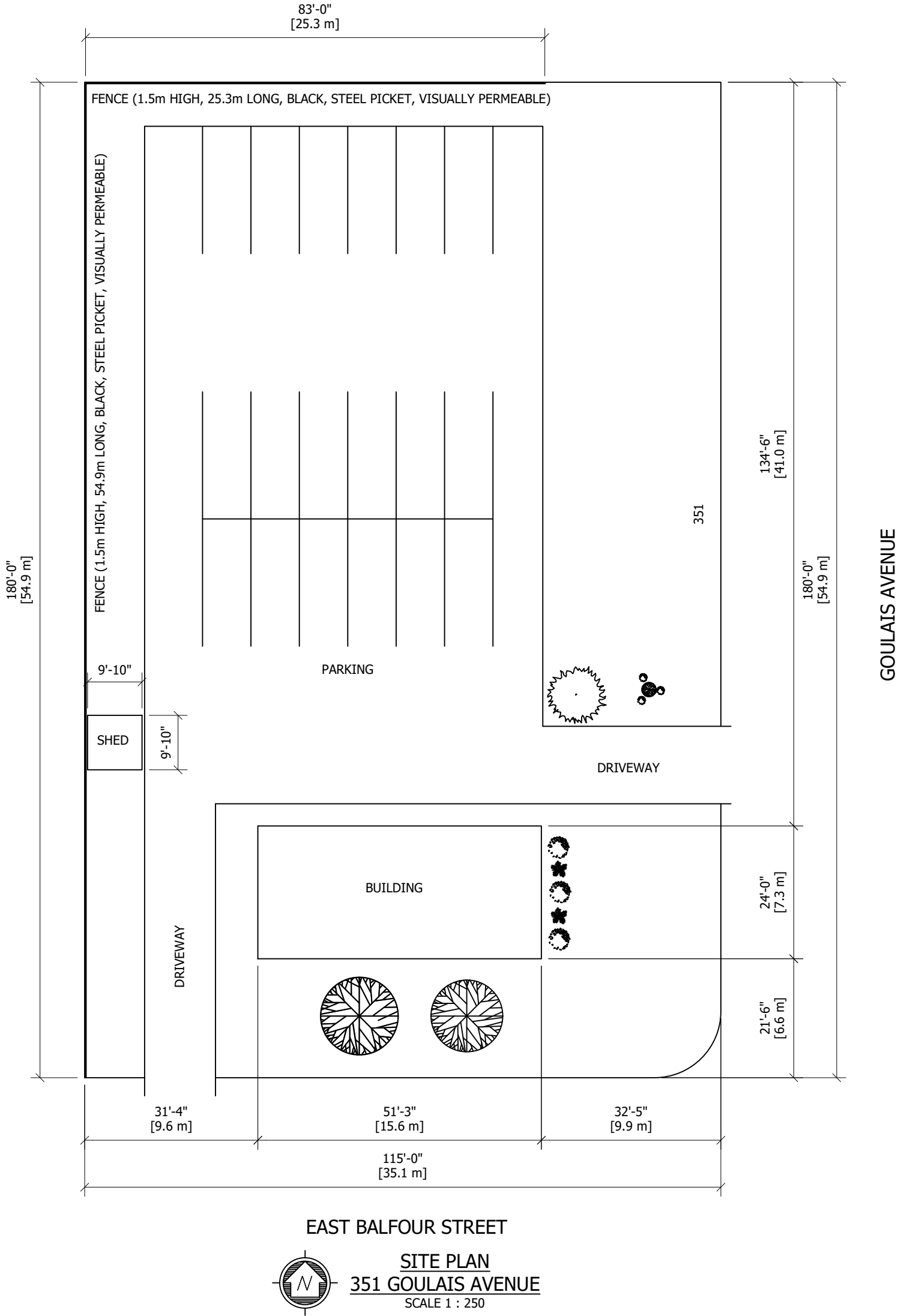
Respectfully submitted,



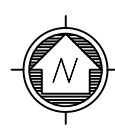
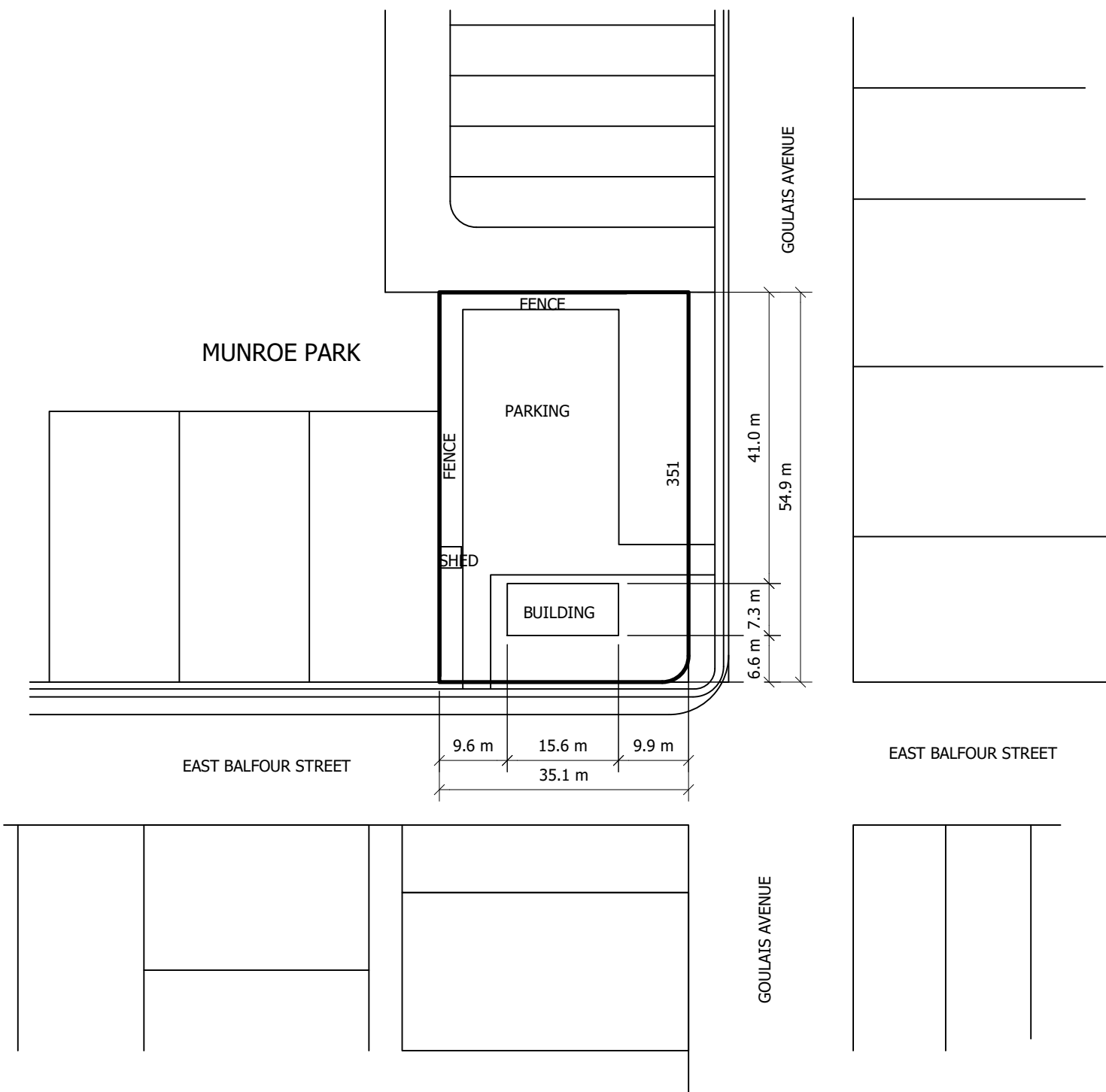
Jonathan Kircal  
Planner

705.759.6227

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



**BUILDING DIMENSIONS:**  
24'-0" WIDE X 51'-3" LONG X 24' HIGH WITH A FLOOR AREA OF 1,230 SQ. FT.  
(7.3m WIDE X 15.6m LONG X 7.3m HIGH WITH A FLOOR AREA OF 114 SQ. M)



**SITE PLAN**  
**351 GOULAIS AVENUE**  
SCALE 1 : 800

# Subject Property



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-15-20-Z-351 Goulais Avenue (2366479 Ontario Limited co Catharina May)\GIS & Maps\A-15-20-Z\_AerialMap\_Dec2020\_8x11\_V1.mxd

## Application Map Series

- ☐ Subject Property ☐ Official Plan Landuse  
☐ Existing Zoning ☒ Aerial Image  
☐ Official Plan Amendment

## Property Information

Civic Address: 351 Goulais Avenue  
 Roll No.: 060026075000000  
 Map No.: 53/1-69  
 Application No.: A-15-20-Z  
 Date Created: December 02, 2020

## Legal Department Reference

## Legend

- Subject Property: 351 Goulais Avenue  
 Parcel Fabric

Page 71 of 222



**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

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**Subject  
Property**



Document: C:\Users\Public\Documents (2017 - Present)\Rezoning\2020\A-15-20-Z 351 Goulais Avenue (2366479 Ontario Limited co Catharinc\maps\A-15-20-Z\_SubjectProperty\A-15-20-Z\_SubjectProperty\_2020\_6x11\_V1.mxd

### Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse  
☐ Existing Zoning ☐ Aerial Image  
☐ Official Plan Amendment

### Property Information

Civic Address: 351 Goulais Avenue  
 Roll No.: 060026075000000  
 Map No.: 53/1-69  
 Application No.: A-15-20-Z  
 Date Created: December 02, 2020

### Legal Department Reference

### Legend

- Subject Property: 351 Goulais Avenue  
 Parcel Fabric

Page 72 of 222



**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







**Application Map Series**

☐ Subject Property ☐ Official Plan Landuse

☒ Existing Zoning ☐ Aerial Image

☐ Official Plan Amendment

**Property Information**

Civic Address: 351 Goulais Avenue

Roll No.: 060026075000000

Map No.: 53/1-69

Application No.: A-15-20-Z

Date Created: December 02, 2020

**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

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

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**Page 73 of 222**



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

## NOTICE OF APPLICATION & PUBLIC MEETING

**351 Goulais Avenue**  
**Application No.: A-15-20-Z**  
**Applicant: 2366479 Ontario Limited c/o Catherine May**

**Date: January 11, 2021**  
**Time: 5:30 PM**

**Location: City of Sault Ste. Marie**  
**Civic Centre, Council Chambers**  
**99 Foster Drive**

### PURPOSE

2366479 Ontario Limited (c/o Catharine May) is seeking Council's approval to permit office uses on the subject property. The office use will be an engineering office.

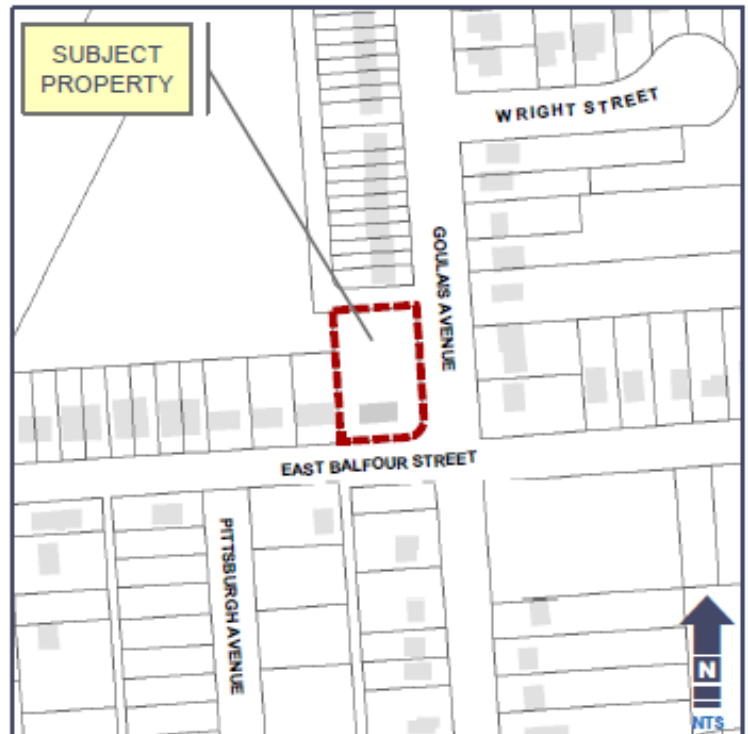
### PROPOSED CHANGE

Amend Zoning By-law 2005-150 from Institutional Zone (I) to Institutional Zone (I.S) with a special exception to:

- Permit office uses.
- Reduce the front yard setback (along East Balfour Street) from 7.5m to 6m for the existing building only.
- Reduce the west side yard setback from 7.5m to 0m for the existing shed only.
- Waive the west lot-line buffer requirements for office uses only.

### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.



**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, January 11, 2021 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, January 8, 2021 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.2662 or [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

### WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) with your name, address and application file number on or before **Monday, January 11, 2021**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.





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

**COUNCIL REPORT**

January 11, 2021

TO: Mayor Christian Provenzano and Members of City Council  
AUTHOR: Jonathan Kircal, Planner  
DEPARTMENT: Community Development and Enterprise Services  
RE: A-16-20-Z.OP 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)

---

**PURPOSE**

The applicant, 2521059 Ontario Inc. (c/o John Carroll), has submitted an Official Plan Amendment and Rezoning application to permit retail trade on the subject property.

**PROPOSED CHANGE**

Amend the Official Plan by adding a notwithstanding clause to the land use policies of the Rural Area to permit retail trade on the subject property.

Amend Zoning By-law 2005-150 from Rural Area Zone (RA) to Rural Area Zone (RA.S) with a Special Exception to permit retail trade, in addition to the uses permitted in a Rural Area zone, subject to the following provisions:

- Retail trade must not exceed a gross floor area of 500 m<sup>2</sup>. (5,380 ft<sup>2</sup>), excluding any space dedicated to accessory retail to the greenhouse use.
- Maximum lot coverage percentage is increased from 10% to 16%.

**Subject Property:**

- Location – Located on Airport Road, approximately 810 metres north of Dr. Roberta Bondar Parkway.
- Approximate size – 200m (656') frontage along Airport Road and a depth of 386m (1,266'), totalling 7.80ha (19.27ac).
- Present use – New North Greenhouses
- Owner – 2521059 Ontario Inc. (c/o John Carroll).

**BACKGROUND**

No previous planning applications exist for this property.

## **ANALYSIS**

New North Greenhouses sells plants, trees and home and garden décor items. The addition of up to 500 m<sup>2</sup> to be used as retail trade space is being requested. The sale of cannabis, food, home décor, and gift shop items will occupy approximately 200 m<sup>2</sup>. The remaining 300 m<sup>2</sup> is unplanned for at this time. The retail space would be in addition to any retail space that is associated with the property's existing greenhouse use, for example, garden supply sales.

Future development plans consist of additional greenhouses and a micro-cultivation cannabis facility. These uses are permitted by the existing zoning and are not part of this application.

### **Conformity with Official Plan**

The subject property is designated Rural Area. Agriculture, forestry, resource extraction, golf courses, riding academies and limited residential development are permitted land use types. The official plan does not contemplate retail in the Rural Area.

Given the nature of this area, an amendment to permit retail trade in the Rural Area is appropriate.

### **Archeological Potential**

Schedule E (Archeological Resources) of the OP identifies archeological potential on the site. Due to past soil disturbance on the site, an archaeological assessment is not required.

### **Tributary Flood Line**

Some parts of the property are identified as being prone to flooding; however, as no development is proposed in these specific areas, the tributary flood line regulations are not applicable.

### **Conformity with Provincial Policy Statement 2020**

The proposal is supported by policies that promote long-term economic prosperity and rural development that does not compromise the integrity of natural resources and the environment.

Therefore, this proposal is consistent with the PPS.

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

Approval of this application does not conflict with the Plan.

## **COMMENTS**

The surrounding area is an activity and employment hub consisting of residential, campground, outdoor recreation, motorsport, industrial and institutional uses. Airport Road is the only thoroughfare to these destinations, as well as to the residential areas of the Pointes and Nokomis Beach. Retail trade, which can include specialty and convenience stores, is appropriate for this location and can augment surrounding uses. From a land use perspective, permitting small forms of retail is commensurate to the growth and diversification that has occurred in this area.

Staff is recommending that food services be added as this would permit dining and take-out services that would benefit the area. The requested 500 m<sup>2</sup>. (5,380 ft<sup>2</sup>) maximum size would conveniently serve a market consisting of rural residents, travellers and workers. The 7.8 hectare property has wide setbacks and is large enough to mitigate against off-site impacts such as customer and freight traffic, noise, light and other common sources of nuisances.

Increasing the maximum lot coverage percentage from 10% to 16% is required to permit the full build-out of the current and future development plans. Existing and proposed greenhouses comprise a majority of the lot coverage.

### Cannabis Regulations

As per Provincial policy, a municipal by-law cannot prohibit cannabis stores where retail trade is permitted. This proposal meets the municipality's separation distance guidelines to not be located within 150 metres from a school, addiction treatment facility, park or community centre. The 150 metre Provincial requirement from a school is also met. Therefore, the approval of this application would result in the ability to sell cannabis on the subject property.

Future plans to construct a micro-cultivation facility is permitted as an agriculture use in a rural area, subject to federal regulations and approvals.

## **CONSULTATION**

### Public Comments

Public notice was mailed out on December 18, 2020. No comments were received at the time of writing this report. Due to COVID safety restrictions, in-person neighbourhood meetings are not being held.

### Application Circulation

No comment/objection: the Accessibility Advisory Committee, Building Division, Community Development and Enterprise Services, Economic Development Corporation, Engineering Division, Engineering Division, Fire Services, Legal Department, Ministry of Municipal Affairs and Housing, Municipal Heritage Committee, Public Works, and the PUC.

Prior to any development on site, a permit from the Conservation Authority is required since the subject property is located in an area under their jurisdiction.

### **FINANCIAL IMPLICATIONS**

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

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

Approval of this application is not directly linked to any Strategic Directions contained within the Corporate Strategic Plan.

### **SUMMARY**

The applicant has submitted an application to amend the Official Plan and zoning by-law to permit retail trade of up to 500 m<sup>2</sup>. (5,380 ft<sup>2</sup>) on the subject property. The sale of cannabis, convenience and gift shop items will occupy 200 m<sup>2</sup>. The remaining 300 m<sup>2</sup> is unplanned for at this time. Staff is recommending that food services be included as an additional permitted use.

The subject area can be described as an activity and economic hub and is also located in an area that can conveniently serve rural residential clusters to the south. The proposal represents a desirable and appropriate location for retail.

No major issues were identified during the public notice and circulation phase.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 01 11 2021 concerning Official Plan amendment and Rezoning Application A-16-20 OP.Z be received and that Council amend the Official Plan designation on the subject property (719 Airport Rd.), by adding a notwithstanding clause to the Rural Area land use policies to permit retail trade and food services; and

Rezone 719 Airport Rd. from Rural Area zone (RA) to Rural Area zone (RA.S) with a Special Exception to permit, in addition to the uses permitted in a Rural Area zone, retail trade and food services, subject to the following special provisions:

1. Retail trade to occupy no more than 500 m<sup>2</sup>., excluding any space dedicated to accessory use retail.
2. Increase the maximum lot coverage percentage from 10% to 16%.

And deem the subject property as an area of Site Plan Control.

And that Legal Department be directed to execute the appropriate by-laws.

A-16-20-Z.OP 719 Airport Road (2521059 Ontario Inc. c/o John Carroll)

2021 01 11

Page 5.

Respectfully submitted,

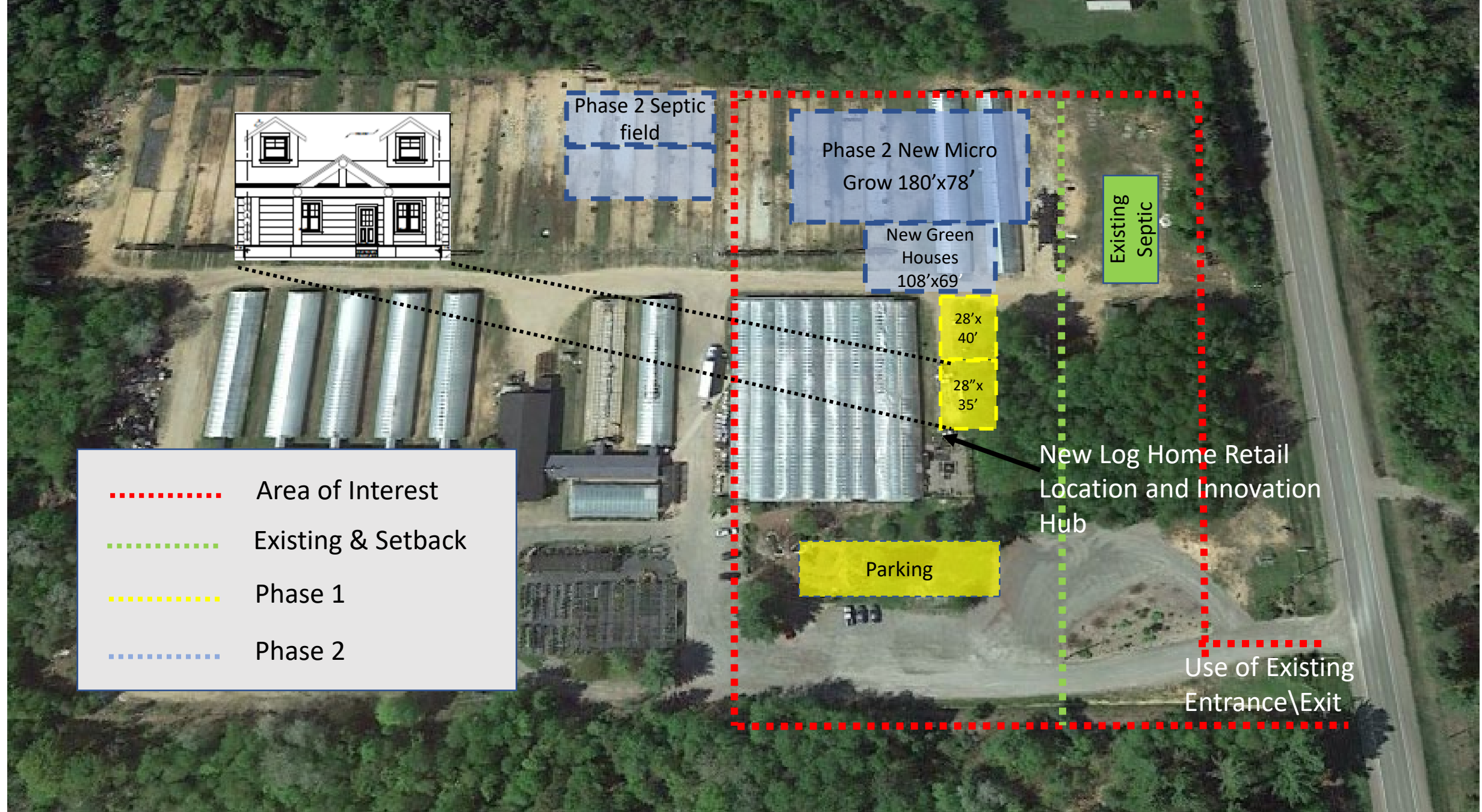


Jonathan Kircal

Planner

705.759.6227

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



..... Area of Interest

..... Existing & Setback

..... Phase 1

..... Phase 2

**AMENDMENT NO. 229  
TO THE  
SAULT STE. MARIE OFFICIAL PLAN**

**PURPOSE**

This Amendment is an amendment to the Text of the Official Plan as it relates to the Rural Area Policies of the Plan.

**LOCATION**

SEC 11 NE1/4PT PCL 74 AWS FORM 2; located on Airport Road, approximately 810 metres north of Dr. Roberta Bondar Parkway, civic no. 719 Airport Road.

**BASIS**

This Amendment is necessary in view of a request to permit retail trade and food services.

Council now considers it desirable to amend the Official Plan.

**DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO**

The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

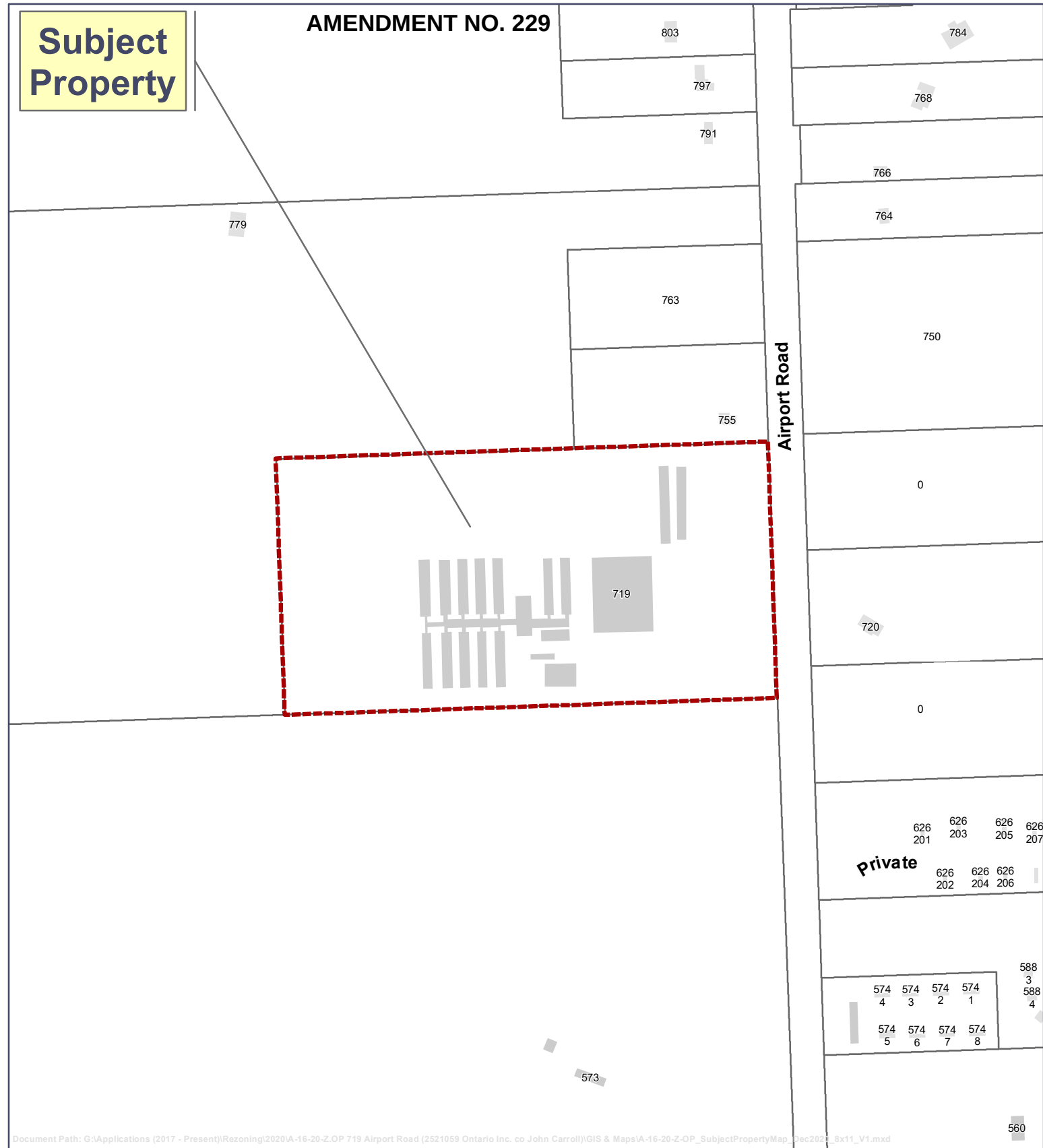
152. Notwithstanding Rural Area policies of the Official Plan, the property described as SEC 11 NE1/4PT PCL 74 AWS FORM 2 located on Airport Road, approximately 810 metres north of Dr. Roberta Bondar Parkway, civic no. 719 Airport Road, be permitted to have retail trade and food services.

**INTERPRETATION**

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.

Subject  
Property

AMENDMENT NO. 229



Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-16-20-Z-OP 719 Airport Road (2521059 Ontario Inc. co John Carroll)\GIS & Maps\A-16-20-Z-OP\_SubjectPropertyMap\_Dec2020\_8x11\_V1.mxd

### Application Map Series

- ☒ Subject Property ☐ Official Plan Landuse  
☐ Existing Zoning ☐ Aerial Image  
☐ Official Plan Amendment

### Property Information

Civic Address: 719 Airport Road  
Roll No.: 060070107000000  
Map No.: 519/2-12  
Application No.: A-16-20-Z-OP  
Date Created: December 02, 2020

### Legal Department Reference

### Legend

-  Subject Property: 719 Airport Road  
 Parcel Fabric

Page 82 of 222



**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 20 40 80 Meters  
1:4,000





## Jonathan Kircal

---

**From:** Stephanie Perri  
**Sent:** Friday, December 4, 2020 11:04 AM  
**To:** Peter Tonazzo; Jonathan Kircal  
**Subject:** FW: SSMRCA Response - A-16-20-Z.OP - 719 Airport Road

**Importance:** High

FYI

---

**From:** Marlene McKinnon [mailto:mmckinnon@ssmrca.ca]  
**Sent:** Friday, December 4, 2020 10:47 AM  
**To:** Stephanie Perri <s.perri@cityssm.on.ca>  
**Cc:** Christine Ropeter <cropeter@ssmrca.ca>; Corrina Barrett <cbarrett@ssmrca.ca>; Anjum Amin <aamin@ssmrca.ca>  
**Subject:** SSMRCA Response - A-16-20-Z.OP - 719 Airport Road  
**Importance:** High

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

December 4, 2020

Donald B. McConnell, MCIP, RPP,  
Planning Director  
City of Sault Ste. Marie  
P.O. Box 580  
Sault Ste. Marie, ON P6A 5N1

### **Conservation Authority Comments:**

**Application # A-16-20-Z.OP**  
**2521059 Ontario Inc.**  
**719 Airport Road**  
**Sault Ste. Marie**

The subject property (719 Airport Road) is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit by SSMRCA under Ont. Reg. 176/06.

SSMRCA requests a copy of the decision and to be included on the contact list for any appeals resulting from the decision of this application.

Sincerely,

M. A. McKinnon, CGS  
GIS Specialist  
Sault Ste. Marie Region Conservation Authority  
1100 Fifth Line East  
Sault Ste. Marie ON P6A 6J8  
[mmckinnon@ssmrca.ca](mailto:mmckinnon@ssmrca.ca)  
[www.ssmrca.ca](http://www.ssmrca.ca)  
Phone 705-946-8530  
Fax 705-946-8533

Member of Canadian Institute of Geomatics



**Subject  
Property**



Document Path: C:\Users\jcarroll\Documents\Projects\Planning\2020\A-16-20-Z-OP 719 Airport Road\2020\A-16-20-Z-OP 719 Airport Road\AerialMap\_Dec2020\_8x11\_V1.mxd

### Application Map Series

- ☐ Subject Property 
 ☐ Official Plan Landuse  
☐ Existing Zoning 
 ☒ Aerial Image  
☐ Official Plan Amendment

### Property Information

Civic Address: 719 Airport Road  
 Roll No.: 060070107000000  
 Map No.: 519/2-12  
 Application No.: A-16-20-Z-OP  
 Date Created: December 02, 2020

### Legal Department Reference

### Legend

- Subject Property: 719 Airport Road  
 Parcel Fabric

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**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:

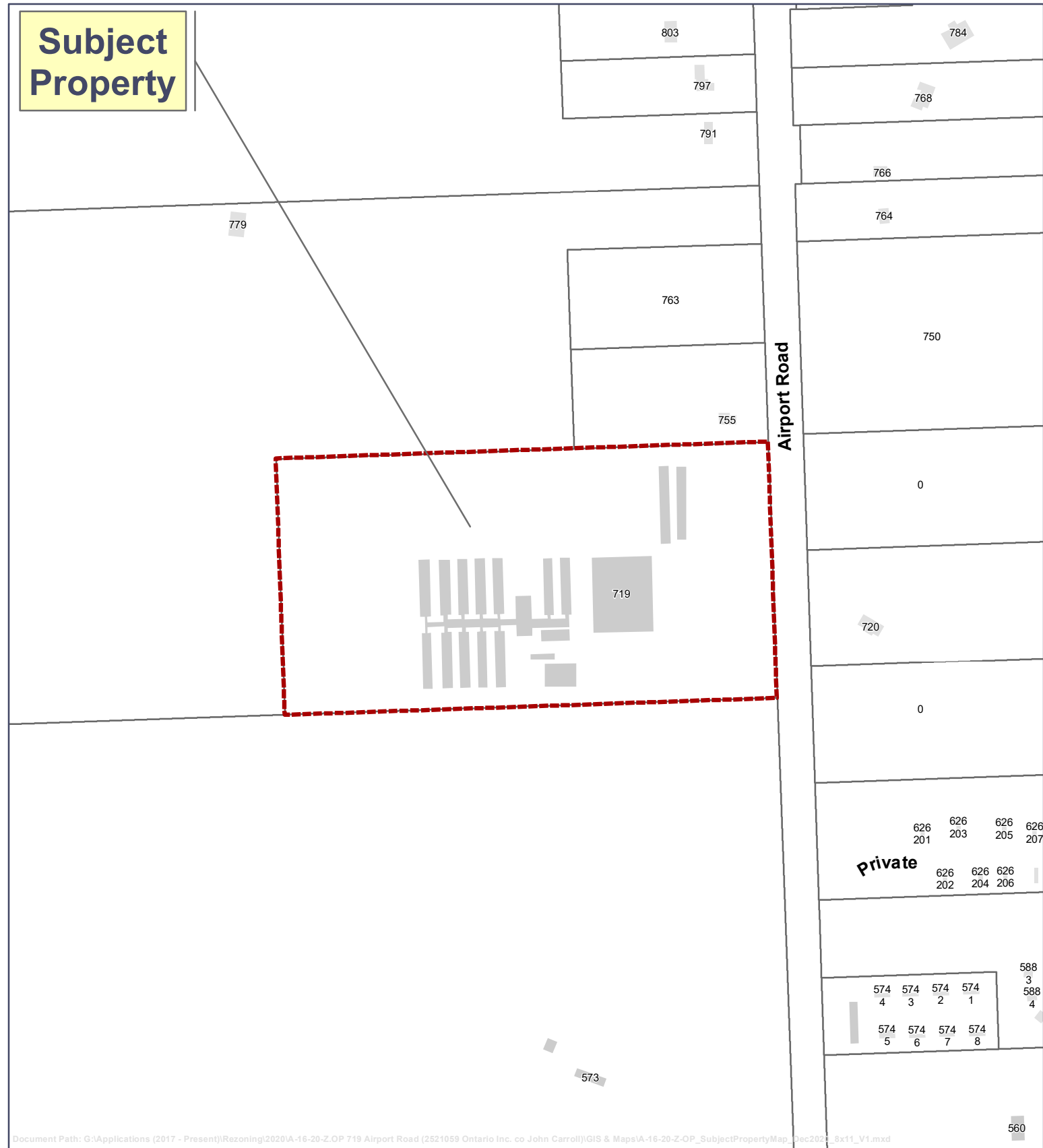
NAD 1983 UTM Zone 16N  
GCS North American 1983

0 20 40 80 Meters  
1:4,000





# Subject Property



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**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](mailto:saultstemarie.ca) | 705-759-5368 | [planning@cityssm.on.ca](mailto:planning@cityssm.on.ca)

*This map is for general reference only*  
 Orthophoto: None  
 Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

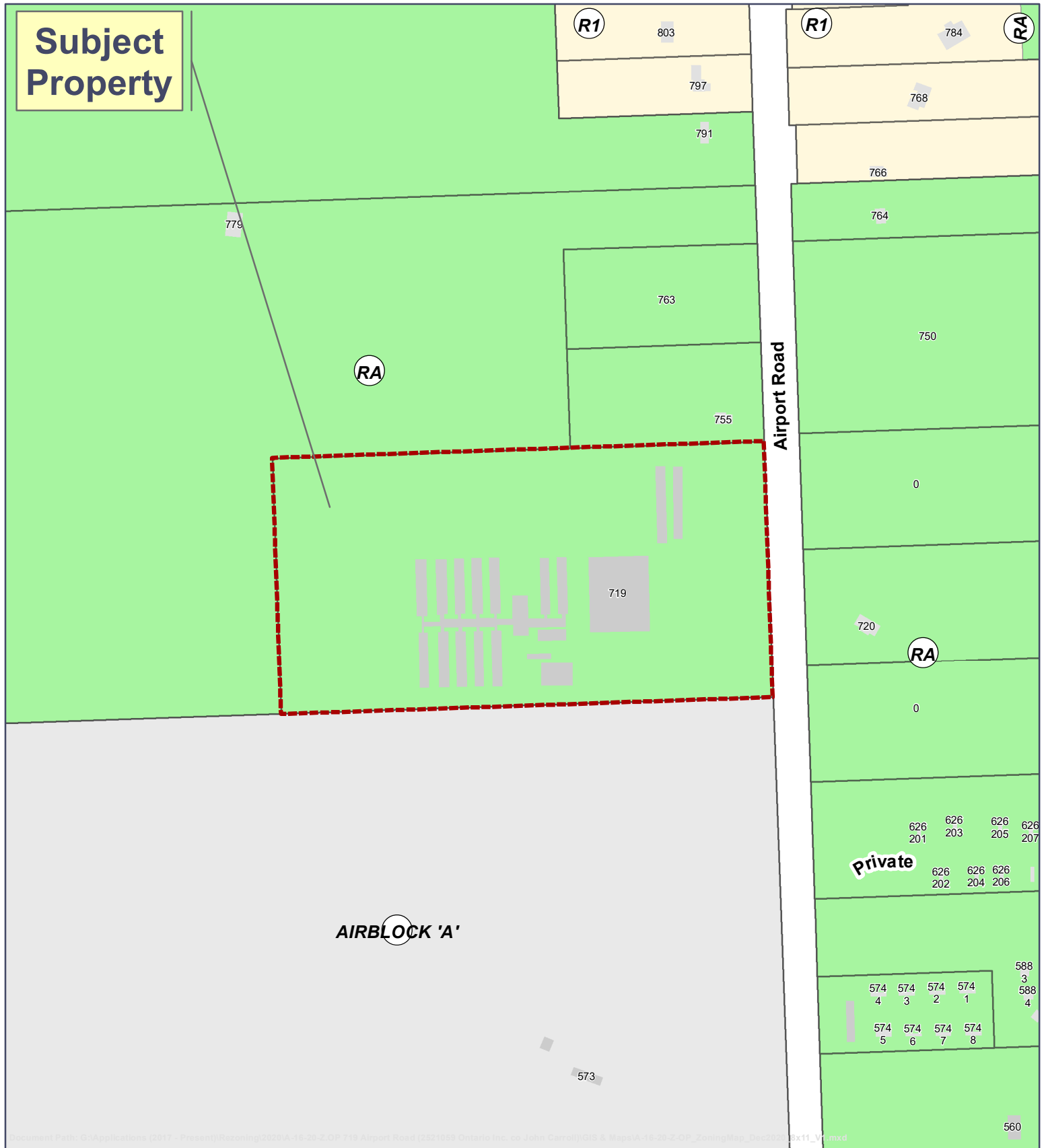
0 20 40 80 Meters  
 1:4,000

**N**

**Property Information**  
 Civic Address: 719 Airport Road  
 Roll No.: 060070107000000  
 Map No.: 519/2-12  
 Application No.: A-16-20-Z-OP  
 Date Created: December 02, 2020

**Legend**  
 Subject Property: 719 Airport Road  
 Parcel Fabric

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| <p><b>Application Map Series</b></p> <p><input type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse</p> <p><input checked="" type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image</p> <p><input type="checkbox"/> Official Plan Amendment</p> <p><b>Property Information</b></p> <p>Civic Address: 719 Airport Road</p> <p>Roll No.: 060070107000000</p> <p>Map No.: 519/2-12</p> <p>Application No.: A-16-20-Z-OP</p> <p>Date Created: December 02, 2020</p> | <p><b>Legend</b></p> <table border="0"> <tr> <td>C1 - Traditional Commercial Zone</td> <td>R3 - Low Density Residential Zone</td> </tr> <tr> <td>C2 - Central Commercial Zone</td> <td>R4 - Medium Density Residential Zone</td> </tr> <tr> <td>CT2 - Commercial Transitional Zone</td> <td>R5 - High Density Residential Zone</td> </tr> <tr> <td>C3 - Riverfront Zone; C3hp</td> <td>R6 - Mobile Home Residential Zone</td> </tr> <tr> <td>C4 - General Commercial Zone; C4hp</td> <td>I - Institutional Zone</td> </tr> <tr> <td>C5 - Shopping Centre Zone</td> <td>EM - Environmental Management Zone</td> </tr> <tr> <td>H2 - Highway Zone</td> <td>PR - Parks and Recreation Zone</td> </tr> <tr> <td>M1 - Light Industrial Zone</td> <td>RA - Rural Area Zone</td> </tr> <tr> <td>M2 - Medium Industrial Zone; M2hp</td> <td>RP - Rural Precambrian Uplands Zone</td> </tr> <tr> <td>M3 - Heavy Industrial Zone</td> <td>REX - Rural Aggregate Extraction Zone</td> </tr> <tr> <td>R1 - Estate Residential Zone</td> <td>AIR - Airport Zone</td> </tr> <tr> <td>R2 - Single Detached Residential Zone; R2hp</td> <td>Named Use - Commercial Dock</td> </tr> </table> <p>Parcel Fabric</p> <p>Subsidiary</p> | 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 | H2 - 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 | <p><b>SAULT STE. MARIE</b></p> <p><b>Planning and Enterprise Services</b></p> <p>Community Development and Enterprise Services Department</p> <p>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</p> <p>saultstemarie.ca   705-759-5368   planning@cityssm.on.ca</p> <p><i>This map is for general reference only</i></p> <p>Orthophoto: None</p> <p>Projection Details:</p> <p>NAD 1983 UTM Zone 16N</p> <p>GCS North American 1983</p> <p>0 20 40 80 Meters</p> <p>1:4,000</p> <p></p> |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                   |                              |                                      |                                    |                                    |                            |                                   |                                    |                        |                           |                                    |                   |                                |                            |                      |                                   |                                     |                            |                                       |                              |                    |                                             |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| H2 - Highway Zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PR - Parks and Recreation Zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                   |                              |                                      |                                    |                                    |                            |                                   |                                    |                        |                           |                                    |                   |                                |                            |                      |                                   |                                     |                            |                                       |                              |                    |                                             |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| R1 - Estate Residential Zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AIR - Airport Zone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                   |                              |                                      |                                    |                                    |                            |                                   |                                    |                        |                           |                                    |                   |                                |                            |                      |                                   |                                     |                            |                                       |                              |                    |                                             |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| R2 - Single Detached Residential Zone; R2hp                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Named Use - Commercial Dock                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                   |                              |                                      |                                    |                                    |                            |                                   |                                    |                        |                           |                                    |                   |                                |                            |                      |                                   |                                     |                            |                                       |                              |                    |                                             |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



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

## NOTICE OF APPLICATION & PUBLIC MEETING

**719 Airport Road**  
**Application No.: A-16-20-Z.OP**  
**Applicant: 2521059 Ontario Inc. c/o John Carroll**

**Date: January 11, 2021**  
**Time: 5:30 PM**

**Location: City of Sault Ste. Marie**  
**Civic Centre, Council Chambers**  
**99 Foster Drive**

### PURPOSE

2521059 Ontario Inc. (c/o John Carroll) is seeking Council's approval to permit 500 square metres of general retail on the subject property. 100 square metres will be used as a cannabis store, the remaining 400 square metres has not yet been planned for.

### PROPOSED CHANGE

Amend the Official Plan by adding a notwithstanding clause to the Rural Area land use policies to permit general retail on the subject property.

Amend Zoning By-law 2005-150 from Rural Area zone (RA) to Rural Area zone (RA.S) with a special exception to:

- Permit general retail to occupy no more than 500 sq.m., exclusive of any space dedicated to accessory use retail.
- Increase the maximum lot coverage percentage from 10% to 16%.

### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, January 11, 2021 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, January 8, 2021 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.2662 or [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

### WRITTEN SUBMISSION

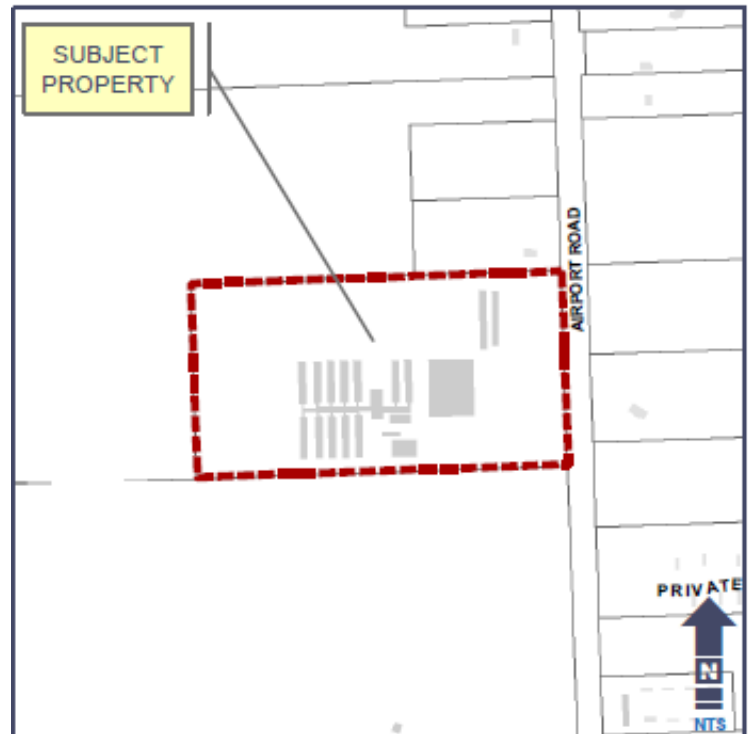
To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Jonathan Kircal, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [j.kircal@cityssm.on.ca](mailto:j.kircal@cityssm.on.ca) with your name, address and application file number on or before **Monday, January 11, 2021**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.





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

**COUNCIL REPORT**

January 11, 2021

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-17-20-Z 352/360 Northern Avenue & a Southwest Portion  
of 31 Old Garden River Road (Cara Community  
Corporation)

---

**PURPOSE**

The applicant, Cara Community Corporation, wishes to rezone the subject properties to permit a 7-storey, 58-unit apartment building, and an 80-person Place of Worship, within the same building. The existing Holy Trinity Church and 4 multiple attached units are proposed to be demolished to facilitate this development.

**PROPOSED CHANGE**

The applicant is seeking Council's approval to rezone 352/360 Northern Avenue from Institutional Zone (I) and a southwest portion (36x36m) of 31 Old Garden River Road from Medium Density Residential Zone (R4.S45) with special exception 45 to High Density Residential Zone (R5.S) with a special exception. The R5 zoning would permit the proposed 7-storey apartment building. The special exception is requested to:

1. Permit a 'place of worship' as an additional use on the property.
2. Reduce the required east interior side yard setback from 10.21m to 0m, to accommodate a link between the proposed new building and the existing Cara 1 apartment building.
3. Reduce required parking from 89 spaces to 72 spaces, inclusive of 6 barrier free spaces, for both the proposed residential and place of worship uses.
4. Reduce required landscaped open space from 33% to 29%.
5. Permit required parking to be located in a required front and exterior side yard.
6. Permit the required loading space to be partially located upon an adjacent property, also owned by the applicant.
7. Waive the screening requirement for the required loading space.

**Subject Properties:**

- Location: The subject properties are located on the northeast corner of Northern Avenue East and Great Northern Road.

- Approximate Size:
  - 352/360 Old Garden River Road
    - Irregularly shaped with approximately 73m (239.5') frontage along Northern Avenue, 57m (187') frontage along Great Northern Road and 60m frontage along Old Garden River Road, totalling 0.49ha (1.21acres)
  - Southwest Portion of 31 Old Garden River Road proposed to be Rezoned
    - Irregularly shaped, approximately 32m (105') frontage along Northern Avenue by 39m (128') depth, totalling 0.125ha (0.31acres)
  - TOTAL AREA – Approximately 0.617ha (1.52acres)
- Present Use: Holy Trinity Church
- Owner: Cara Community Corporation

## **BACKGROUND**

In 1980 Council approved a rezoning application to facilitate the construction of the existing apartment building (CARA 1) and townhouses located upon 31 Old Garden River Road.

## **ANALYSIS**

### **Conformity with Official Plan**

Both subject properties are designated Residential on Land Use Schedule C of the Official Plan. The proposed residential density of the site would be 94 units/ha (38 units/acre) which can be classified as high density development within the local context.

There are a number of Housing and Residential Policies that are applicable to this application.

#### Housing Policies

HO.1 Opportunities for a full range of housing types shall be provided to meet the present and expected needs of the community.

HO.2 Innovative and alternative residential development standards supporting affordable housing and compact urban form shall be encouraged. However, climate (ie. Snowfall) and other local circumstances should not be neglected.

HO.4 Medium and high density – including affordable housing – will be encouraged to be built before or at the same time as low density units.

HO.6 For all urban residential developments greater than 50 units, the developer shall be required to provide a statement of affordability ensuring that opportunities for creating a range of housing types are provided so that no less than 30% of the new dwellings are affordable. Wherever feasible 50% of all affordable housing provided shall be affordable to low income households as defined by the Ministry of Municipal Affairs and Housing.



### Residential Policies

R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.

R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.

CARA Housing Corporation is proposing a total of 58 residential units, 20 of which (34%) will be available to rent at 79% of the Market Median Rent. The definition of affordable rental housing in the Provincial Policy Statement 2020 is the least expensive of:

1. A unit for which the rent does not exceed 30% of gross annual household income for low and moderate income households; or
2. A unit for which the rent is at or below the average market rent of a unit in the regional market area.

Based upon 2018 figures provided by Ministry of Municipal Affairs and Housing (MMAH):

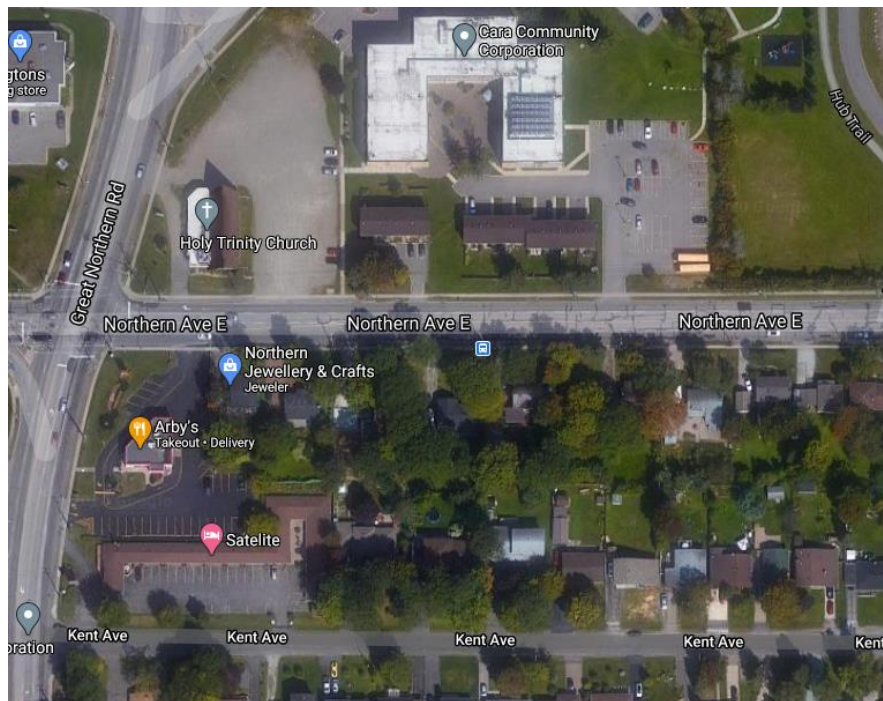
1. The maximum affordable monthly rent (30% of gross annual household income) for a moderate income household in Sault Ste. Marie's regional market area is **\$960**.
2. The median market rent in the Sault Ste. Marie regional market area is **\$891**.

Therefore, the applicant's proposal to provide 34% of the dwelling units available for rent at 79% of the median market rent exceeds MMAH's definition of 'affordable rent' and adheres to the affordability requirements outlined in Policy HO.6 of the Official Plan. This development is being constructed with funding from the Canadian Mortgage and Housing Corporation (CMHC).

The subject property is located at the northeast corner of Northern Avenue and Great Northern Road. Great Northern Road is designated as an 'Arterial Road' and Northern Avenue is designated as a Collector Street. Residential Policy R.2 of the OP notes that generally high density residential development shall be restricted to 'major arterial streets' and areas abutting the downtown core. It is noted that this policy is prefaced by the word 'generally' which affords some flexibility. Great Northern Road is a major arterial street and the corner of Great Northern Road and Northern Avenue is a busy intersection, as such, this development meets the overall intent of Policy R2. As part of Shape the Sault, the new Official Plan Project, a revised approach is proposed to encourage higher density residential development to locate in close proximity to major 'activity hubs', such as major institutional and commercial uses that generate activity. In this case, a wide variety of commercial amenities are within close walking distance of the proposed apartment building. The provision of pedestrian-based access to

activity hubs is an important consideration for higher density residential development, especially where affordable units will be provided.

The character of the area is mixed, with the Great Northern Road and Northern Avenue commercial corridors to the north, south and west, existing apartment buildings (totalling 223 units) to the northeast, townhouses to the east and single detached homes to the south. The busy Northern Avenue ROW is the interface between the proposed high density residential units on the north side and the single detached homes on the south side of the road. The existing site has little in the way of landscaping and the parking area is currently gravel. The existing church building is approximately 14m (45') tall and the proposed apartment building will be 20.4m (67') tall, which is approximately 2 storeys taller. The proposed building is opposite Arby's Restaurant and several single detached homes. Given that the building will be more than 36m (120') from the existing homes, which have numerous mature trees, overlook from the upper floors of the proposed apartment building to the rear yards of the existing single detached homes will not be an issue.



Furthermore, additional landscaping along the Northern Avenue frontage will be required to help soften the view from the single detached dwellings. This proposal is a suitable extension of the existing higher density residential development to the northeast and an appropriate addition to this busy activity hub, that is well serviced by multiple public transit routes and other pedestrian facilities such as sidewalks and bike lanes.

As discussed in greater detail below, the reduced development standards requested are appropriate. Some of the variances are the result of CMHC funding

criteria which requires the development to exist exclusively upon its own property, even though it will be physically connected to, and function in association with abutting residential development to the northeast, also owned by Cara Community Corporation.

It is Planning Staff's opinion that this proposal conforms to current Official Plan policies.

### **Conformity with Provincial Policy Statement 2020**

Provincial Policy encourages a mix of housing types and tenure, with a clear focus on encouraging the provision of affordable housing units. This application conforms to the Provincial Policy Statement 2020.

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

This application does not conflict with the Growth Plan for Northern Ontario.

### **COMMENTS**

The applicant is seeking to rezone 352/360 Northern Avenue and the southwest portion of 31 Old Garden River Road, measuring 36x36m (118x118'), as shown on the attached maps.

Referring to the site plan and building renderings attached, the applicant is proposing to construct a 7-storey 58-unit apartment building with an 80-person Place of Worship with ancillary uses.

The proposed dwelling units will be a mix of 30 1-bedroom and 28 2-bedroom units. The applicants have also indicated that over 30% of the units will be of a barrier free design.

The proposed place of worship will occupy 460m<sup>2</sup> (5,000ft<sup>2</sup>), consisting of an 80-person worship space, offices, a meeting room and small community hall with a kitchen.

In order to accommodate this proposed development, the existing church and a 4-unit townhouse on the southwest corner of 31 Old Garden River Road will be demolished.

For all intents and purposes, the proposed 'Trinity Tower' will function in association with the existing CARA 1 apartments and townhouses. In fact, Trinity Tower will be physically connected to CARA 1, to provide easy indoor access between both buildings and the church space.

### **Servicing and Drainage**

The applicants have submitted a preliminary Civil Engineering Design Report (attached) in support of this application. Based upon preliminary assessments, there appears to be adequate downstream capacity to accommodate increased sewage flows.

Stormwater will be accommodated by a series of catch basins and swales that will discharge into an underground retention system that will control runoff during significant rain events to limit outflow to pre-development conditions. A treatment system will also remove at least 70% of total suspended solids prior to discharging to the municipal stormwater system.

Water services will be designed in accordance with PUC requirements and based upon flow tests, there appears to be adequate fire protection through a 150mm water service.

As previously mentioned, this project has received CMHC funding to provide the affordable units. A prerequisite for funding is that of a severance, so that Trinity Tower is on its own parcel, separate from the abutting CARA building. The need to separate the lot results in a number of variances:

#### Interior Side Yard Reduction

A reduction to the required interior side yard, from 10.21m to 0m, to facilitate the link between the proposed Trinity Tower and the existing CARA 1 apartment building. There are no concerns with the proposed reduction.

#### Reduced Parking Requirements

The applicant is proposing a reduction to the required parking from 89 to 72 spaces. There exists a surplus of parking on the adjacent CARA 1 property which will be utilized to augment any excess parking requirements.

#### Reduced Landscaped Open Space

The applicant is seeking Council's approval for a minor reduction in the required landscaped open space from 33% to 29%. In this case, CARA 1 has a surplus of landscaped open space, including a large courtyard and ample amenity space for occupants of Trinity Hall, which will be physically connected. Furthermore, occupants will have access to the playground with equipment on the adjacent CARA II property, located at 59 Old Garden River Road. Consequently, even with the minor reduction to landscaped open space, occupants will have access to ample outdoor amenity areas.

In addition to the provision of outdoor amenity areas for occupants, the required landscaped open space also provides important aesthetics, especially along the frontages of the site. In this case, additional landscaping, beyond that which currently exists, will be added to the Northern Avenue, Great Northern Road and Old Garden River Road frontages. Consequently, the overall landscaping along

the frontages will be improved, including along Northern Avenue where a 3m road widening will be taken by the City as part of a future site plan control agreement.

Permit Parking in a Required Front and Exterior Side Yard

This application requests required parking be permitted in the required front and exterior side yard. More specifically, 3 spaces are proposed to be located along the Northern Avenue frontage and a portion of 30 spaces along the Great Northern Road/Old Garden River Road frontage. As previously mentioned, additional landscaping, beyond what already exists, is proposed across the frontages. The parking encroachments into required yards are minimal and will not impact the overall function or aesthetics of the site. Site plan control will be utilized to ensure high quality landscaping is provided.

Loading Space Requirements

Section 6 of Zoning By-law 2005-150 requires 1 dedicated loading space which must be screened from the Street. The loading space is proposed to be located in the eastern most parking area in front of CARA 1. The space will straddle the proposed lot line between Trinity Tower and CARA 1 and will not be 100% visually screened from the street or abutting townhouse units also owned by CARA. The loading space will be located +/-35m (115') from the lot line abutting Northern Avenue, including the future road widening. This distance, coupled with the relative infrequency that it will be occupied, make it appropriate to waive the need for a loading space.

**CONSULTATION**

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on December 18, 2020. The notice that was mailed to property owners is attached to this report. The notice was also advertised on the City website and in the Sault Star on December 19, 2020.

**Public Comments**

Up to the drafting and submission of this Report (Dec. 22, 2020) there have been no comments received from the public.

**Application Circulation**

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

Engineering Services notes that during the site plan control process, servicing and drainage will be reviewed in detail, to the satisfaction of the Director of Engineering or his designate. A complete site plan control application will require a lot grading and drainage plan, completed by a lot grading professional. Finally, Engineering notes that a 3m road widening is required along Northern Avenue. The applicants are aware of this, which will be a requirement of the site plan control agreement.

Subsequent correspondence from the Manager of Design and Transportation Engineering indicates no issues from a traffic perspective. The development proposes to close the existing problematic entrance onto Great Northern Road, reduce the number of entrances onto Northern Avenue from 3 to 2 and move those entrances further east, away from the busy intersection.

Given the units will be geared towards seniors, the Accessibility Advisory Committee urges the applicants to consider applying universal barrier-free design principles to all units. It is also noted that the application form indicates that there will be a number of 'modified units'. Upon further discussions with the applicant's architect, the term 'modified units' was used in error. As previously discussed, the applicants are contemplating making at least 30% of all units barrier free, whereas the Ontario Building Code requires 15% of all units to be of a barrier free design.

PUC Services requests that the developer contact the PUC Engineering Department early in the development states to review electrical and water servicing requirements.

#### **FINANCIAL IMPLICATIONS**

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

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

Approval of his application is not linked to any policies within the Corporate Strategic Plan.

#### **SUMMARY**

This application represents an appropriate extension of the existing high density residential development to the northeast, and is well placed to provide occupants pedestrian access to a wide variety of commercial and institutional amenities. The area is well serviced by multiple public transit routes and pedestrian facilities, which is even more important given that over 30% of the units will be affordable.

The requested variances are appropriate and in most cases, the result of the need to sever the parcel in order to secure CMHC funding.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner dated 2021 01 11 concerning Rezoning Application A-17-20-Z be received and that Council rezone 352/360 Northern Avenue from Institutional Zone (I) and a southwest portion (36x36m) of 31 Old Garden River Road from Medium Density Residential Zone (R4.S45) with special exception to High Density Residential Zone (R5.S) with a special exception to permit, in addition to the uses permitted in an R5 Zone, a 7-storey apartment building and a place of worship, subject to the following special provisions:

1. Reduce the required east interior side yard setback from 10.21m to 0m, to accommodate a link between the proposed new building and the existing Cara 1 apartment building.
2. Reduce required parking from 89 spaces to 72 spaces, inclusive of 6 barrier free spaces, for both the proposed residential and place of worship uses.
3. Reduce required landscaped open space from 33% to 29%.
4. Permit required parking to be located in a required front and exterior side yard.
5. Waive the need to provide a dedicated loading space as required by Section 6 of Zoning By-law 2005-150.

And that Legal Department be directed to execute the appropriate by-laws.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'P. Tonazzo'.

Peter Tonazzo, RPP  
Senior Planner  
705.759.2780  
p.tonazzo@cityssm.on.ca

## 7 STOREY APARTMENT BUILDING

### GENERAL INFORMATION

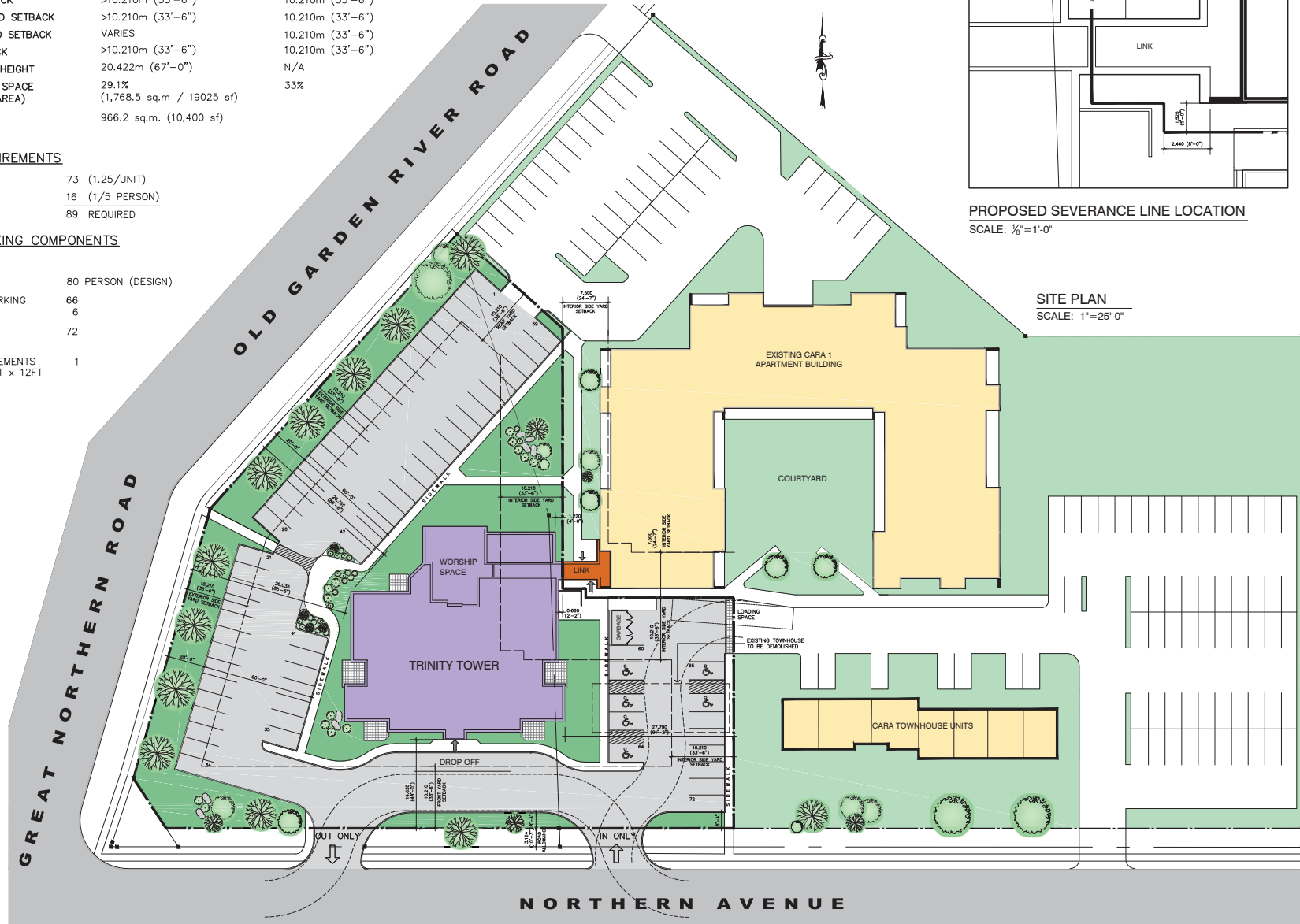
|                                                | ACTUAL                             | REQUIRED         |
|------------------------------------------------|------------------------------------|------------------|
| LOT SIZE                                       | 6,083.3 sq.m (65480 sf)            | N/A              |
| LOT COVERAGE                                   | 966.2 sq.m (10,400sf) (16%)        | 33%              |
| FRONT YARD SETBACK                             | >10.210m (33'-6")                  | 10.210m (33'-6") |
| EXTERIOR SIDE YARD SETBACK                     | >10.210m (33'-6")                  | 10.210m (33'-6") |
| INTERIOR SIDE YARD SETBACK                     | VARIES                             | 10.210m (33'-6") |
| REAR YARD SETBACK                              | >10.210m (33'-6")                  | 10.210m (33'-6") |
| MAXIMUM BUILDING HEIGHT                        | 20.422m (67'-0")                   | N/A              |
| LANDSCAPED OPEN SPACE<br>(% OF TOTAL LOT AREA) | 29.1%<br>(1,768.5 sq.m / 19025 sf) | 33%              |
| BUILDING AREA                                  | 966.2 sq.m. (10,400 sf)            |                  |

### PARKING REQUIREMENTS

|               |                 |
|---------------|-----------------|
| 58 APARTMENTS | 73 (1.25/UNIT)  |
| CHAPEL        | 16 (1/5 PERSON) |
|               | 89 REQUIRED     |

### BUILDING/PARKING COMPONENTS

|                          |                    |
|--------------------------|--------------------|
| 58 APARTMENTS            |                    |
| CHAPEL                   | 80 PERSON (DESIGN) |
| STANDARD CAR PARKING     | 66                 |
| BARRIER FREE             | 6                  |
| TOTAL PROVIDED           | 72                 |
| ADDITIONAL REQUIREMENTS  | 1                  |
| LOADING ZONE 65FT x 12FT |                    |



PROPOSED SEVERANCE LINE LOCATION  
SCALE: 1/8"=1'-0"

SITE PLAN  
SCALE: 1"=25'-0"



MGP  
ARCHITECTS  
ENGINEER  
INC.  
123 east street, sault ste. marie  
P8A 3C7  
ontario  
tel. 705.942.9454 fax. 705.942.7454

TRINITY TOWER  
CARA COMMUNITY CO-OP  
SENIOR HOUSING COMPLEX  
352 NORTHERN AVENUE  
SAULT STE MARIE, ON



|          |      |
|----------|------|
| revision | date |
| 1        |      |

SITE PLAN

|         |            |
|---------|------------|
| scale   | AS NOTED   |
| plc     | CM         |
| design  | CM         |
| draw    | MM         |
| date    | FEB., 2019 |
| plotted |            |
| printed |            |
| number  |            |
| 19009   | 19009A900  |

A0.1





**TRINITY TOWER (CARA IV)**  
CARA Housing Corporation





**TRINITY TOWER (CARA IV)**  
Cara Housing Corporation





## 1.0 INTRODUCTION

The Cara Community Corporation (CCC) plans to redevelop a parcel of land at 352 Northern Avenue in Sault Ste. Marie ON. It will consist of demolishing the existing church facility and constructing a 58-unit, 7-storey apartment building. The apartment building will also include a chapel on the ground floor.

Note the CCC owns adjacent properties and this is the fourth phase of the overall development.

The following describes the approach that will be taken with respect to civil engineering design of the following aspects of this development project.

- Access Roads and Parking Lots
- Water Supply and Fire Protection
- Sanitary Sewerage
- Storm Drainage and Retention

## 2.0 ACCESS ROADS AND PARKING LOTS

### Access and Egress from the Site:

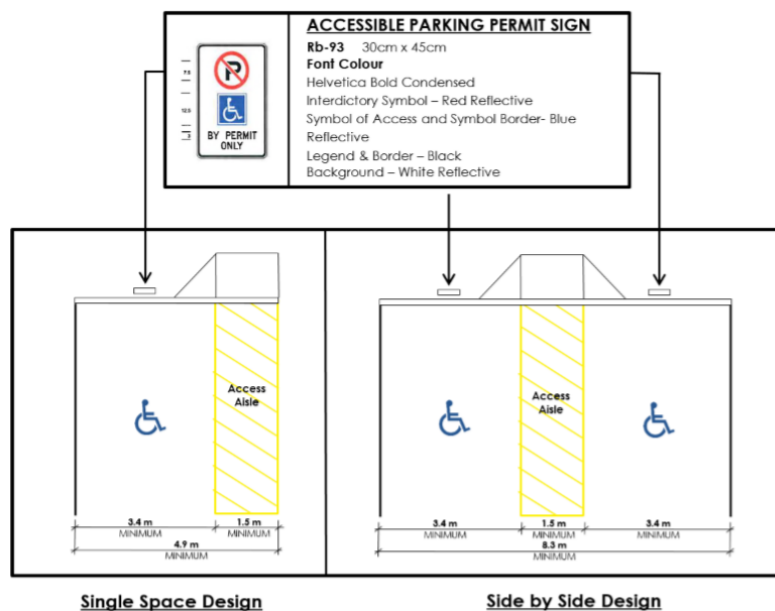
Access and egress from the site will be via 3 entrances. There are 2 entrances from Northern Avenue and a third that connects to the Cara 3 parking lot to the north.

### Parking Lots:

Parking requirements are 1.25 spaces per residential unit. This requires 73 parking spaces of which 4 are to be barrier-free. The proposed layout meets the requirements, exactly, which will be designed using the following geometric criteria:

- Parking Stall Depth 5.8 metres
- Parking Stall Width 2.75 metres
- Aisle Width 6.71 metres

4 Barrier-free parking spaces will be designed using the municipal geometric guideline as follows:





All parking areas will be paved, using hot mix asphalt and granular base to a depth appropriate for the anticipated loadings and underlying geotechnical conditions. The road structure will be defined following a geotechnical investigation report in the near future.

Parking areas will be designed to accommodate removal and storage of snow.

### **3.0 WATER SUPPLY AND FIRE PROTECTION**

The existing copper water service to the church will remain until demolition. At that time, it will be decommissioned at the property limits in conformance with standard PUC practices. A new 150mm PVC water service is being installed on Northern Avenue at the same time as the City's resurfacing project in order to avoid excavating a newly reconstructed road.

Watermains will be constructed using PVC pressure pipe, suitably valved at property line and in the building for isolation. The new service was sized to provide for adequate flow under the worst of the following conditions:

- Peak potable water usage or,
- Maximum fire demand in addition to maximum day average water use

Suitable flow through a 150mm water service has been confirmed adequate for fire protection via a flow test conducted in November of 2019. Refer to the attached required fire flow calculations (Fire Underwriters and Ontario Building Code) and Flow Test Report.

All waterworks will be constructed in conformance with PUC requirements. PUC special provision specifications and standard PUC drawings will be included in the package for construction.

### **4.0 SANITARY SEWERAGE**

There is an existing 200mm sanitary sewer east of the proposed building that currently services other Cara community buildings. It is intended to connect the new sanitary service to this existing sewer, at a manhole.

The existing on-site sanitary sewers have been confirmed to contain adequate capacity for the increased sewage flows. Further the municipal sewers in the ROW have been confirmed to have adequate capacity for the increased flows. Refer to the attached sanitary sewer design sheet for details, which reviews private sewers and sewers within Northern Avenue, east of Great Northern Avenue.

All sewers and sanitary services were designed to convey Maximum Day flows for the proposed development.

### **5.0 STORM DRAINAGE AND RETENTION**

Stormwater drainage within the property will consist surface grading, swales, and a system of catchbasins and storm sewers that will discharge into a subsurface retention system that will limit peak discharge stormwater flows generated by the development to pre-development conditions. It is proposed to utilize Stormtech MC-3500 underground storage chambers with a multi-staged outlet control device to store and control the runoff during significant rain events and limit the peak outflow to pre-development conditions.

The quality of the stormwater effluent will be controlled by a stormwater treatment manhole. The treatment system will be designed to provide the minimum 70% TSS removal prior to discharging to the municipal stormwater system.



## **6.0 ELECTRICAL SERVICE/TELECOMMUNICATION**

Existing Trinity Church electrical service will be decommissioned and abandoned. The new electrical service 400amp 347/600V/3 phase will be serviced from an existing Hydro pole (# 7976) located on Old Garden River and shall

extend East to CARA 4. Bell/Shaw shall also extend from Old Garden River Road to CARA 4. CARA 1 existing electrical service feed from Northern Avenue will be decommissioned and removed. A new electrical service shall extend from a new Hydro pole located on Old Garden River Road to a new pad mounted transformer.

### Water Supply for Public Fire Protection (FUS 1999)

Project: 19137 Cara Housing Prop 7 Storey

$$F = 220C\sqrt{A}$$

|       |                                     |
|-------|-------------------------------------|
| 587.0 | Ground Floor Area (m <sup>2</sup> ) |
| 7.00  | # stories (not incl. basement)      |

F = required fire flow (L/min)

C = construction type factor

A = gross area of all floors/stories = 4109.0 m<sup>2</sup>

#### 1. Construction Type Factor (select only one)

|   |     |                                                             |
|---|-----|-------------------------------------------------------------|
|   | 1.5 | for wood frame construction (all combustible)               |
|   | 1.0 | ordinary construction (combustible floor, masonry walls)    |
| X | 0.8 | non-combustible construction (unprotected metal or masonry) |
|   | 0.6 | fire-resistive construction (fully protected frame)         |

F<sub>bdg</sub> = 11282 L/min

F<sub>bdg</sub> = 11000 L/min (rounded to nearest 10)

#### 2. Occupancy Fire Hazard Factor (select only one)

|   |      |                     |
|---|------|---------------------|
|   | -25% | Non-Combustible     |
| X | -15% | Limited Combustible |
|   | 0%   | Combustible         |
|   | 15%  | Free Burning        |
|   | 25%  | Rapid Burning       |

F<sub>occup</sub> = -15%

F<sub>base</sub> = 9350 L/min

#### 3. Sprinkler Protection Factor (if applicable, select all that apply)

|   |      |                                                                                                             |
|---|------|-------------------------------------------------------------------------------------------------------------|
| X | -30% | NFPA 13 Adequately designed sprinkler system (standard sprinkler system)                                    |
| X | -10% | Standard water supply for domestic and fire suppression (i.e. automatic, not applicable for FDC/standpipes) |
| X | -10% | Fully Supervised Sprinkler System (remote alarm monitoring)                                                 |

F<sub>reduc</sub> = -50% = -4675 L/min

#### 4. Separation Factor (select only one per building side)

| North | East | South | West | Separation Factors |                      |
|-------|------|-------|------|--------------------|----------------------|
|       | X    |       |      | 25%                | 0-3m (0-10')         |
|       |      |       |      | 20%                | 3.1m-10m (10.1-33')  |
|       |      |       |      | 15%                | 10.1m-20m (33.1-66') |
|       |      |       |      | 10%                | 20.1-30m (66.1-99')  |
|       |      |       |      | 5%                 | 30.1-45m (99.1-150') |
| X     |      | X     | X    | 0%                 | >45m (150')          |
| 0%    | 25%  | 0%    | 0%   |                    |                      |

F<sub>incr</sub> = 25% = 2337.5 L/min

F = 7012.50 L/min  
7000.00 (min. 2000 L/min - max. 45,000 L/min.)  
116.67 L/sec OR 1849 USGPM

### Water Supply for Public Fire Protection (OBC 2015)

Project: 19137 Cara Housing Prop 7 Storey

$$Q = KVS_{tot}$$

Q = required fire flow (L)

K = water supply coefficient

V = building volume

$S_{tot} = 1.0 + (S_{side1} + S_{side2} + S_{side3} + \dots \text{etc.})$

1. 

|    |
|----|
| 10 |
|----|

 K factor (Table 1)

2. 

|         |
|---------|
| 15000.0 |
|---------|

 Volume (of building in m<sup>3</sup>)

3. **Spatial Coefficient (Figure 1)**

| North | East | South | West | $S_{tot} =$ | 1.5 |
|-------|------|-------|------|-------------|-----|
| 0     | 0.5  | 0     | 0    |             |     |

4. Q = 225000 L

F= 6300.00 L/min  
**105.00 L/sec** OR **1664 USGPM**





Life & Fire Safety Ltd.

# Hydrant Flow Test Report

Troy Life & Fire Safety Limited  
475 Trunk Road, Unit #6  
Sault Ste Marie, ON  
P6A 3T1  
Ph: (705) 945-1013  
Fax: (705) 945-1558

|            |                  |              |                 |
|------------|------------------|--------------|-----------------|
| Customer:  |                  | Test Date:   | Nov. 26, 2019   |
| Property:  |                  | Test By:     | Jason Cleminson |
| Address:   | 352 Northern Ave | Cont. No:    |                 |
| City:      | Sault Ste Marie  | Prov:        | ON              |
|            |                  | Postal Code: | P6B 4J1         |
| Cust. Rep. |                  | Tel. No:     | N/A             |
|            |                  | Fax No:      |                 |

|                   | Static PSI | Flow | Residual PSI | No. of Streams | Outlet Size | Discharge Coef. | Pitot PSI | Flow USGPM |
|-------------------|------------|------|--------------|----------------|-------------|-----------------|-----------|------------|
| City Water Supply | 50.0       | 1    | 45.0         | 4              | 2"          |                 | 7,7,10,10 | 1828       |
|                   |            | 2    |              |                |             |                 |           |            |
|                   |            | 3    |              |                |             |                 |           |            |
|                   |            | 4    |              |                |             |                 |           |            |

|         |               |  |
|---------|---------------|--|
| Results | Flow @ 20 PSI |  |
|         | 4810.4        |  |

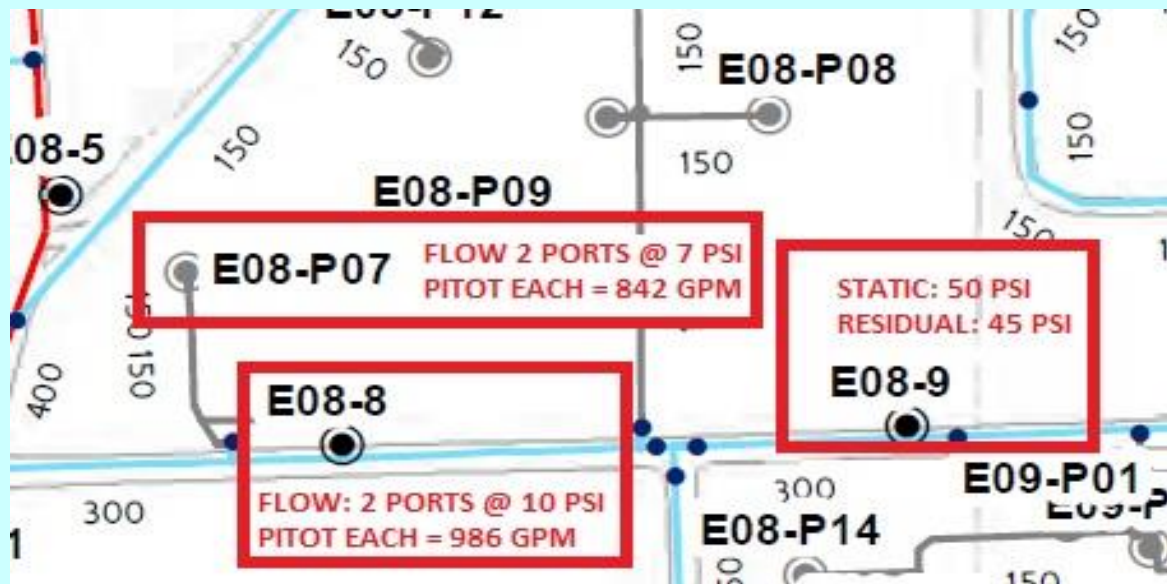
| Stored Water Supply | Reservoir       | Tank            |                       |            |
|---------------------|-----------------|-----------------|-----------------------|------------|
|                     | Usable Capacity | Usable Capacity | Feet Water Above Pump | Static PSI |
|                     |                 |                 |                       |            |

Remarks: Flow test done by Jason Cleminson @ 9:00am on Nov. 26th, 2019 in the presence of the PUC.

The flowing hydrants was E08-P07 and E08-8.

The gauged hydrant was E08-9 See below.

The pumps were turned off at the time of the flow test per PUC requirements.





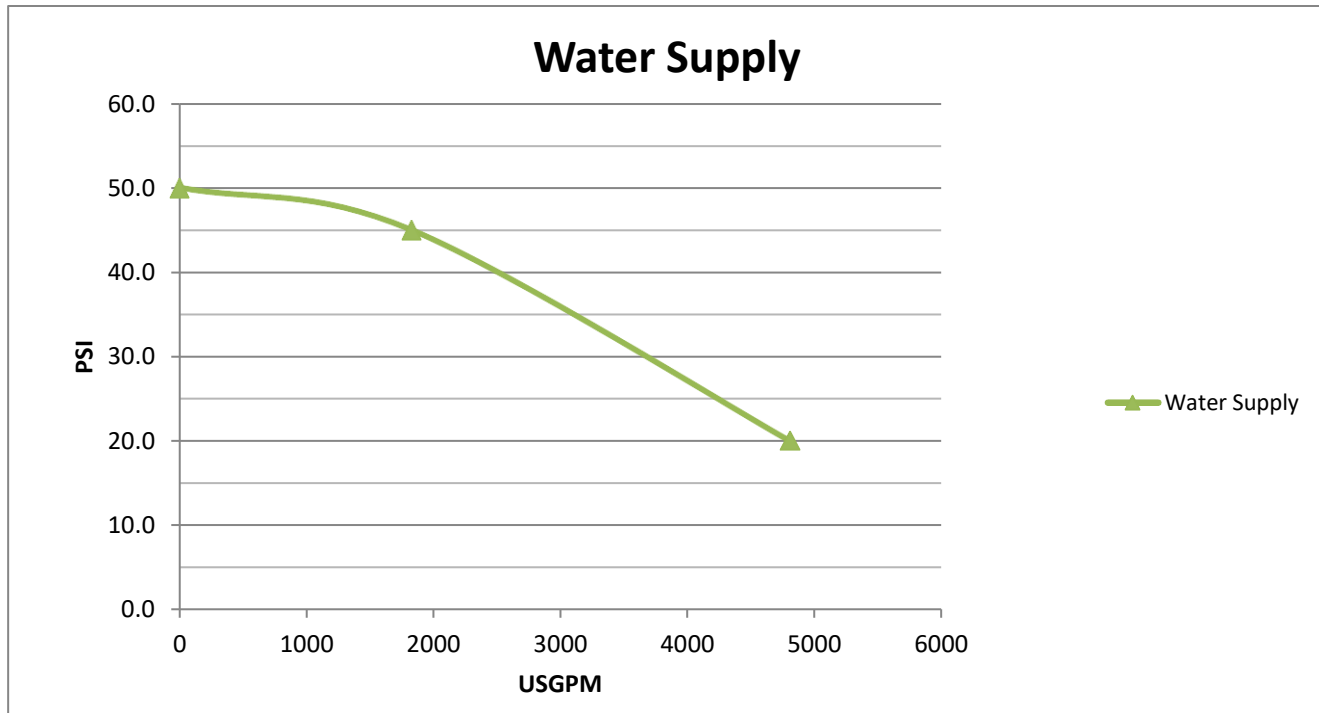


Life & Fire Safety Ltd.

# Hydrant Flow Test Report

Troy Life & Fire Safety Limited  
475 Trunk Road, Unit #6  
Sault Ste Marie, ON  
P6A 3T1  
Ph: (705) 945-1013  
Fax: (705) 945-1558

|           |  |            |                 |
|-----------|--|------------|-----------------|
| Customer: |  | Test Date: | Nov. 26, 2019   |
| Property: |  | Test By:   | Jason Cleminson |



Date: 26-Nov-19

Signature:

**SANITARY SEWER DESIGN SHEET**  
**PROJECT: CARA IV**



Design: Andrew Mallette  
 Checked:  
 Date: Nov 27 2019  
 STEM Project: 19137.01

Manning's 'n' n = 0.013 for pvc

P = Population (where P = 40 people/ha, or 3.2 people/house)  
 q = avg. daily domestic flow 450 L/cap.day  
 i = peak extraneous flow 0.22 L/ha.s  
 M = peaking factor  
 Qp = peak population flow (L/s)  
 Qi = peak extraneous flow (L/s)  
 Qd = peak design flow (L/s)

$M = 1 + \frac{14}{(4+P^{0.5})}$   
 (where P is population in 1000's; and  $M_{min}=2.0$  or  $M_{max}=5.0$ )  
 $Qp = PqM/86.4$  (L/s)  
 $Qi = iA$  (L/s)  
 (where A = area in hectares)  
 $Qd = Qp + Qi$

| Location |      |                     | Population and Area |      |                  |      |              |      |                        | Peak Design Flows   |                        |                       | Proposed Sewer |                      |               |              |                                |                                |                   |                   |
|----------|------|---------------------|---------------------|------|------------------|------|--------------|------|------------------------|---------------------|------------------------|-----------------------|----------------|----------------------|---------------|--------------|--------------------------------|--------------------------------|-------------------|-------------------|
| Street   | From | To                  | Area Method         |      | House Method     |      | Cumulative   |      |                        | Pop.<br>Qp<br>(L/s) | Extran.<br>Qi<br>(L/s) | Design<br>Qd<br>(L/s) | Length<br>(m)  | Pipe<br>size<br>(mm) | Manning<br>n' | Grade<br>(%) | Capacity<br>(L/s)<br>(n=0.013) | Velocity<br>full flow<br>(m/s) | Check<br>capacity | Check<br>velocity |
|          |      |                     | Area<br>(ha)        | Pop. | No. of<br>Houses | Pop. | Area<br>(ha) | Pop. | Peaking<br>Factor<br>M |                     |                        |                       |                |                      |               |              |                                |                                |                   |                   |
|          |      | On-site 200mm sewer |                     |      |                  |      |              |      |                        |                     |                        | 21.5 <sup>1</sup>     |                | 200                  | 0.013         | 1.48         | 39.9                           | 1.3                            | OK                | OK                |
|          |      | 250mm City Sewer    |                     |      |                  |      |              |      |                        |                     |                        | 21.5                  |                | 250                  | 0.013         | 1.6          | 75.2                           | 1.5                            | < 50%             | OK                |
|          |      | Exist Houses        | 2.6                 | 104  | 10               | 32   | 2.6          | 136  | 4.20                   | 3.0                 | 0.6                    | 3.6                   |                | 250                  | 0.013         | 1.6          | 75.2                           | 1.5                            | < 50%             | OK                |
|          |      | Total               |                     |      |                  |      |              |      |                        |                     |                        | 25.1                  |                | 250                  | 0.013         | 1.6          | 75.2                           | 1.5                            | < 50%             | OK                |
|          |      |                     |                     |      |                  |      |              |      |                        |                     |                        |                       |                |                      |               |              |                                |                                |                   |                   |

Notes:

1. Combined flows from all Cara Community buildings. Provided by MGP mechanical engineer

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



**Public Works &  
Engineering Services**

2020 12 17

**MEMO TO:** Don McConnell, RPP  
Planning Director

**RE:** A-17-20-Z  
352-360 Northern Avenue  
Cara Community Corporation

The Engineering Division has reviewed the above noted application and provides the following:

- Stormwater management may be required.
- A 3m road widening is required along Northern Avenue.
- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design.
- It is understood that this property is subject to Site Plan Control. The proposed plan will reviewed during site plan approval to ensure servicing and drainage is addressed to the satisfaction of the Director of Engineering or his designate.

If you have any questions, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read 'Maggie McAuley'.

Maggie McAuley, P. Eng.  
Municipal Services Engineer  
Public Works & Engineering Services  
705.759.5385  
[m.mcauley@cityssm.on.ca](mailto:m.mcauley@cityssm.on.ca)

MM

cc. Susan Hamilton Beach, Public Works  
Don Elliott, Engineering



December 7, 2020

Don McConnell  
Director of Planning & Enterprise Services

**SUBJECT: Request for an amendment to the Zoning By-law  
A-17-20-Z 352 360 Northern Ave. Trinity Church apartment  
conversion**

Dear Mr. McConnell

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject rezoning application.

**Exterior**

1. Parking:
  2. Walkways & Sidewalks:
  3. Curb Cuts:
  4. Ramping:
  5. Transit Access:
  6. Lighting:
  7. Signage:
  8. Other:
- The term 'modified units' are used in this application, however AAC seeks clarification that units are actually 'barrier free' units. Modified refers to changing existing units to make 'somewhat accessible'
  - Recognizing that there are several barrier free units in this rezoning application, the AAC makes the following suggestions:
    - Consider applying universal design principles (barrier free design) to **ALL** units as the building is geared toward seniors. Some of the effects of aging are loss of mobility, loss of hearing and eyesight
    - Consider step free showers in non-barrier free units
    - Consider roll-in showers and powered door openers in all barrier free units
    - Ensure that balconies /patios for barrier free units are accessible (zero step and zero threshold)
    - Ensure all emergency exits are wheelchair accessible



- AAC attaches CMHC Guides for Housing for Older Canadians for consideration

Sincerely,

Diane Morrell  
Chair, Site Plan Sub Committee  
Accessibility Advisory Committee



Engineering Department  
500 Second Line East, P.O. Box 9000  
Sault Ste. Marie, Ontario, P6A 6P2  
Phone: (705) 759-6576  
Email: [eng-dept@ssmpuc.com](mailto:eng-dept@ssmpuc.com)

ECRA/ESA Lic. # 7001626

December 10, 2020

Donald B. McConnell, MCIP, RPP  
The Corporation of the  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

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

Dear Sir:

**Re: 352-360 Northern Ave – Application No. A-17-20-Z**

We have no objections to the proposed rezoning of this property. We do take the opportunity however to respectfully request that the developer contact the PUC Engineering Department early in the development stages to review electrical and water servicing requirements if they have not already done so.

Yours truly,  
PUC Services Inc.

A handwritten signature in blue ink, appearing to be 'RH', written over a light blue horizontal line.

Rob Harten, P. Eng.  
Manager of Engineering

RH\*km

Encl.



## SUBJECT PROPERTIES



## AREA TO BE REZONED

Document Path: G:\Applications (2017 - Present)\Rezoning\2020\A-17-20-Z 352 360 Northern Ave. Trinity Tower (CARA)\GIS & Maps\A-17-20-Z 352 360 Northern Ave. Trinity Tower (CARA)\11\_V1.mxd

### Application Map Series

- ☐ Subject Property
 ☐ Official Plan Landuse  
☐ Existing Zoning
 ☒ Aerial Image  
☐ Official Plan Amendment

### Property Information

Civic Address: 360 Northern Ave. E. & 31 Old Garden River Rd  
 Roll No.: 030081001000000 & 030081002000000  
 Map No.: 71/1-76  
 Application No.: A-17-20-Z  
 Date Created: December 02, 2020

### Legal Department Reference

### Legend

- ☒ Subject Property: 360 Northern Ave. E. & 31 Old Garden River Rd.  
☒ Area to be Rezoned  
☐ Parcel Fabric



**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

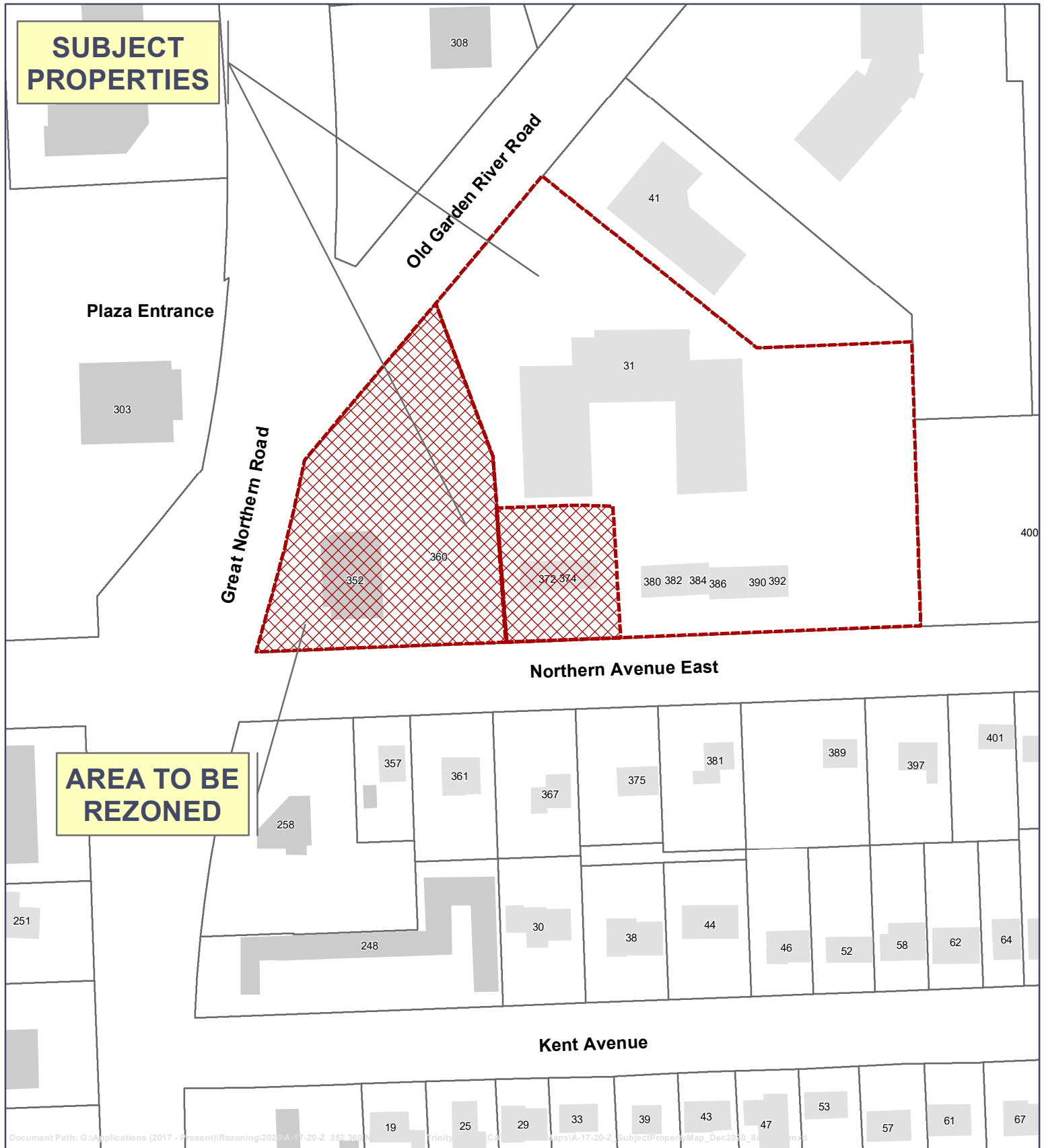
This map is for general reference only  
 Orthophoto: 2016 20cm Colour

Projection Details:  
 NAD 1983 UTM Zone 16N  
 GCS North American 1983

0 5 10 20 Meters  
1:1,500



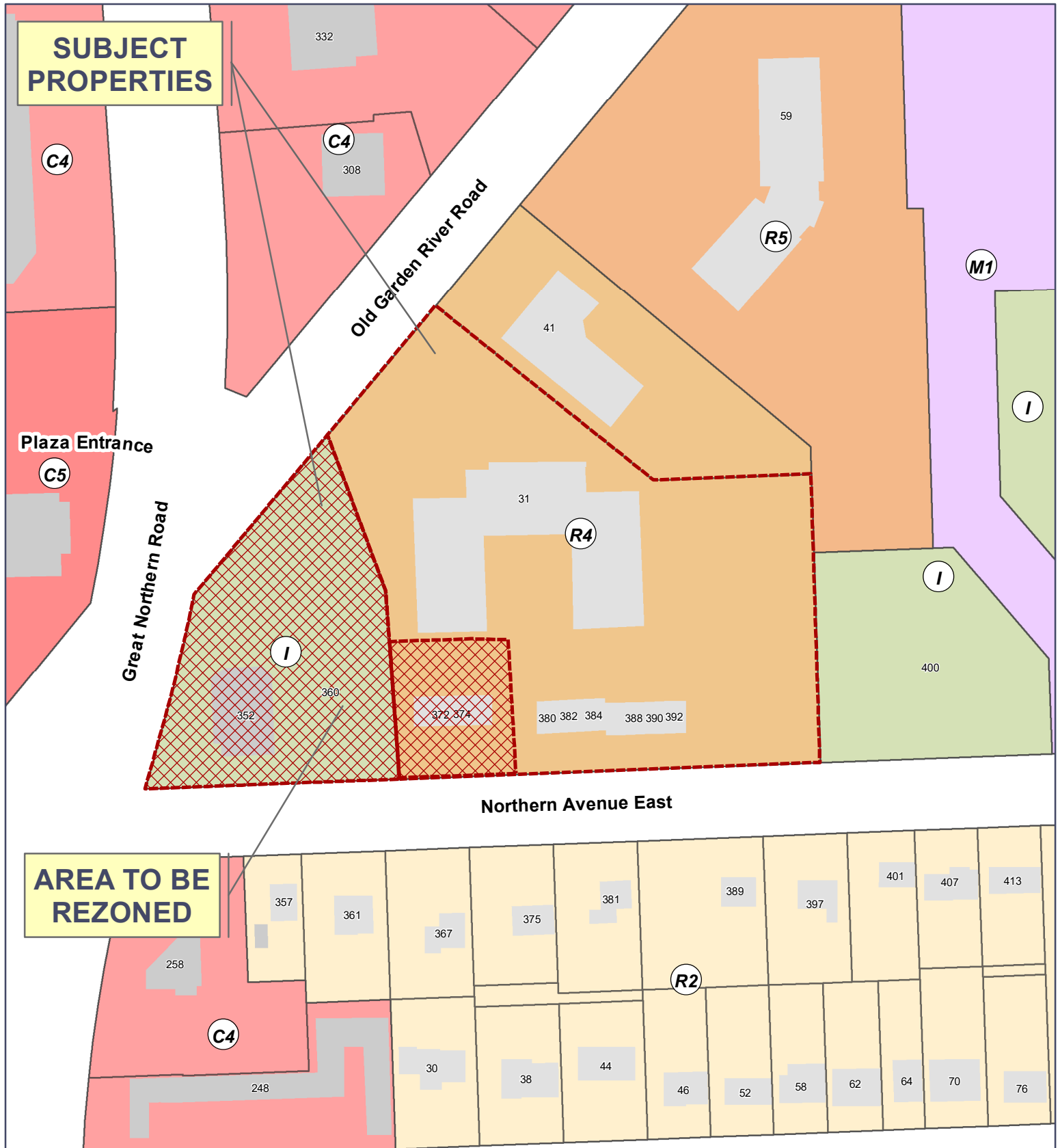




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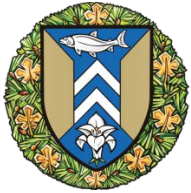
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| <b>Application Map Series</b><br><input checked="" type="checkbox"/> Subject Property <input type="checkbox"/> Official Plan Landuse<br><input type="checkbox"/> Existing Zoning <input type="checkbox"/> Aerial Image<br><input type="checkbox"/> Official Plan Amendment | <b>Legal Department Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                         | <div data-bbox="1027 1743 1583 2053">  <b>SAULT STE. MARIE</b><br/> <b>Planning and Enterprise Services</b><br/>           Community Development and Enterprise Services Department<br/>           99 Foster Drive, Sault Ste Marie, ON P6A 5X6<br/> <a href="mailto:saaltstemarie.ca">saaltstemarie.ca</a>   705-759-5368   <a href="mailto:planning@cityssm.on.ca">planning@cityssm.on.ca</a><br/>           This map is for general reference only<br/>           Orthophoto: None<br/>           Projection Details:<br/>           NAD 1983 UTM Zone 16N<br/>           GCS North American 1983<br/> <div data-bbox="1315 2005 1485 2047"> 0 5 10 20 Meters<br/> 1:1,500 </div> <div data-bbox="1502 1953 1550 2047">  </div> </div> |
| <b>Property Information</b><br>Civic Address: 360 Northern Ave. E. & 31 Old Garden River Rd<br>Roll No.: 030081001000000 & 030081002000000<br>Map No.: 71/1-76<br>Application No.: A-17-20-Z<br>Date Created: December 02, 2020                                            | <b>Legend</b><br><div data-bbox="589 1921 1027 2005">  Subject Property: 360 Northern Ave. E. &amp; 31 Old Gardend River Rd.<br/>  Area to be Rezoned<br/>  Parcel Fabric </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |





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| <h3>Application Map Series</h3> <p> <input type="checkbox"/> Subject Property    <input type="checkbox"/> Official Plan Landuse<br/> <input checked="" type="checkbox"/> Existing Zoning    <input type="checkbox"/> Aerial Image<br/> <input type="checkbox"/> Official Plan Amendment         </p> <h3>Property Information</h3> <p> <b>Civic Address:</b> 360 Northern Ave. E. &amp; 31 Old Garden River Rd<br/> <b>Roll No.:</b> 030081001000000 &amp; 030081002000000<br/> <b>Map No.:</b> 71/1-76<br/> <b>Application No.:</b> A-17-20-Z<br/> <b>Date Created:</b> December 02, 2020         </p> | <h3>Legend</h3> <table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>C1 - Traditional Commercial Zone</li> <li>C2 - Central Commercial Zone</li> <li>CT2 - Commercial Transitional Zone</li> <li>C3 - Riverfront Zone; C3hp</li> <li>C4 - General Commercial Zone; C4hp</li> <li>C5 - Shopping Centre Zone</li> <li>HZ - Highway Zone</li> <li>M1 - Light Industrial Zone</li> <li>M2 - Medium Industrial Zone; M2hp</li> <li>M3 - Heavy Industrial Zone</li> <li>R1 - Estate Residential Zone</li> <li>R2 - Single Detached Residential Zone; R2hp</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>R3 - Low Density Residential Zone</li> <li>R4 - Medium Density Residential Zone</li> <li>R5 - High Density Residential Zone</li> <li>R6 - Mobile Home Residential Zone</li> <li>I - Institutional Zone</li> <li>EM - Environmental Management Zone</li> <li>PR - Parks and Recreation Zone</li> <li>RA - Rural Area Zone</li> <li>RP - Rural Precambrian Uplands Zone</li> <li>REX - Rural Aggregate Extraction Zone</li> <li>AIR - Airport Zone</li> <li>NU - Named Use - Commercial Dock</li> </ul> </td> </tr> </table> | <ul style="list-style-type: none"> <li>C1 - Traditional Commercial Zone</li> <li>C2 - Central Commercial Zone</li> <li>CT2 - Commercial Transitional Zone</li> <li>C3 - Riverfront Zone; C3hp</li> <li>C4 - General Commercial Zone; C4hp</li> <li>C5 - Shopping Centre Zone</li> <li>HZ - Highway Zone</li> <li>M1 - Light Industrial Zone</li> <li>M2 - Medium Industrial Zone; M2hp</li> <li>M3 - Heavy Industrial Zone</li> <li>R1 - Estate Residential Zone</li> <li>R2 - Single Detached Residential Zone; R2hp</li> </ul> | <ul style="list-style-type: none"> <li>R3 - Low Density Residential Zone</li> <li>R4 - Medium Density Residential Zone</li> <li>R5 - High Density Residential Zone</li> <li>R6 - Mobile Home Residential Zone</li> <li>I - Institutional Zone</li> <li>EM - Environmental Management Zone</li> <li>PR - Parks and Recreation Zone</li> <li>RA - Rural Area Zone</li> <li>RP - Rural Precambrian Uplands Zone</li> <li>REX - Rural Aggregate Extraction Zone</li> <li>AIR - Airport Zone</li> <li>NU - Named Use - Commercial Dock</li> </ul> |  <h2>SAULT STE. MARIE</h2> <h3>Planning and Enterprise Services</h3> <p> <b>Community Development and Enterprise Services Department</b><br/> <b>99 Foster Drive, Sault Ste Marie, ON P6A 5X6</b><br/> <b>saultstemarie.ca   705-759-5368   planning@cityssm.on.ca</b> </p> <p> <i>This map is for general reference only</i><br/> <b>Orthophoto:</b> None<br/> <b>Projection Details:</b><br/>         NAD 1983 UTM Zone 16N<br/>         GCS North American 1983       </p> <p>         0 5 10 20 Meters<br/>         1:1,500       </p> |
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The Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Sault Ste. Marie, Ontario P6A 5X6  
saultstemarie.ca | 705.759.2500 | info@cityssm.on.ca

## NOTICE OF APPLICATION & PUBLIC MEETING

**352 and 360 Northern Avenue and 31 Old Garden River Road**  
**Application No.: A-17-20-Z**  
**Applicant: Cara Community Corporation**

**Date: January 11, 2021**  
**Time: 5:30 PM**

**Location: City of Sault Ste. Marie**  
**Civic Centre, Council Chambers**  
**99 Foster Drive**

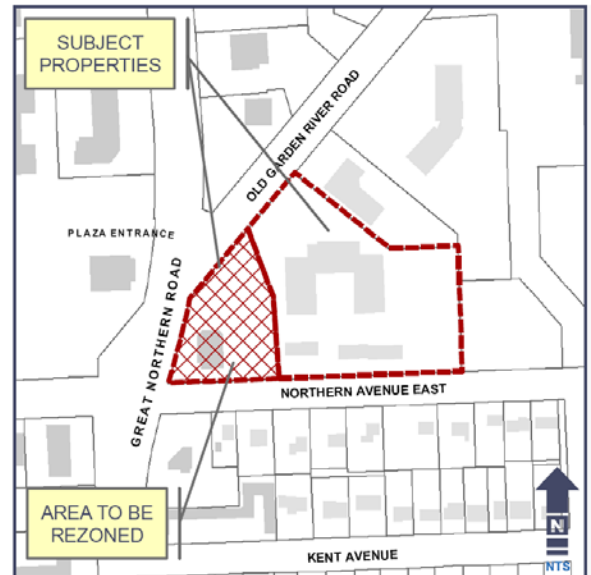
### PURPOSE

The applicant, Cara Community Corp., wishes to rezone the subject property to permit a 7-storey, 58-unit apartment building, and an 80-person Place of Worship, within the same building. The existing Holy Trinity Church and 4 multiple attached units are proposed to be demolished to facilitate this development.

### PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject property from Institutional Zone (I) and Medium Density Residential Zone (R4.S45) with special exception 45 to High Density Residential Zone (R5.S) with a special exception. The R5 zoning would permit the proposed 7-storey apartment building. The special exception is requested to:

1. Permit a 'place of worship' as an additional use on the property.
2. Reduce the required east interior side yard setback from 10.21m to 0m, to accommodate a link between the proposed new building and the existing Cara 1 apartment building.
3. Reduce required parking from 89 spaces to 72 spaces, inclusive of 6 barrier free spaces, for both the proposed residential and place of worship uses.
4. Reduce required landscaped open space from 33% to 29%.
5. Permit required parking to be located in a required front and exterior side yard.
6. Permit the required loading space to be partially located upon an adjacent property, also owned by the applicant.
7. Waive the screening requirement for the required loading space.



### HAVE YOUR SAY

Input on the proposed Zoning By-Law amendment is welcome and encouraged. You can provide input by making a written submission or by making a public presentation.

**TAKE NOTICE THAT** the Council of The Corporation of the City of Sault Ste. Marie will hold a Public Meeting on Monday, January 11, 2021 at 5:30 p.m. to consider a proposed amendment to Zoning By-Law No. 2005-150 under Section 34 of The Planning Act, Chap. P.13, R.S.O.1990, as amended. This meeting will be broadcast by Shaw Cable and may be viewed on Shaw Cable's Community Channel, Sootoday.com and on the City's YouTube Channel <https://www.youtube.com/saultstemarieca>

Any person wishing to present at the public meeting must contact the City Clerk at [cityclerk@cityssm.on.ca](mailto:cityclerk@cityssm.on.ca) or 705-759-5388 to register as a presenter. Any written submissions received in advance of the meeting will be included with Council's Agenda. Registered presenters will be provided with instructions as to how to join the meeting in advance. Only those individuals who wish to make a presentation need to register with the City Clerk.

### MORE INFORMATION

The application may be reviewed upon request. The report of the Planning Division will be available on Friday, January 8, 2021 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) to request a digital copy. Please refer to the application file number.

### WRITTEN SUBMISSION

To provide input in writing, or request notice if the proposed application is approved, please submit a letter to Peter Tonazzo, 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6, or e-mail to [p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca) with your name, address and application file number on or before **Monday, January 11, 2021**.

If you wish to be notified of the Council of the City of Sault Ste. Marie decision to adopt or refuse the approval of an application, you must make a written request to the Planning Division at the address noted above.

### LEGAL NOTICE CONCERNING YOUR RIGHT TO APPEAL

If a person or public body does not make oral submission at a public meeting or make written submission to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be entitled to appeal the decision of the Council of the City of Sault Ste. Marie to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Sault Ste. Marie before the By-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-1**

**TRAFFIC:** (T2) A by-law to consolidate amendments to Traffic By-law 77-200.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of Section 10 of *The Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

**1. BY-LAW 77-200 SCHEDULES AMENDED**

Schedules A to Z inclusive and Schedule AA to Traffic By-law 77-200 are amended by listing the items alphabetically in each respective schedule.

**2. SCHEDULES**

Schedules A, AA, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z of By-law 77-200 form part of By-law 2021-1 and By-law 77-200.

**3. EFFECTIVE DATE**

This by-law is effective from the date of its final passing.

**PASSED** in open Council this 11th day of January, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

# THE CORPORATION OF THE CITY OF SAULT STE. MARIE

## BY-LAW 2021-2

**TAXES:** (T1.2(1)) A by-law to provide for Interim Tax Levies.

WHEREAS Section 317 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that the council of a local municipality, before the adoption of estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS the Council of the Corporation of the City of Sault Ste. Marie deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

THEREFORE the Council of the Corporation of the City of Sault Ste. Marie enacts as follows:

1. In this by-law the following words shall be defined as:

“Act” shall mean the *Municipal Act, 2001* S.O. 2001, C.25, as amended

“Minister” shall mean the Minister of Finance;

“MPAC” shall mean the Municipal Property Assessment Corporation;

“Treasurer” means the treasurer of the Corporation of the City of Sault Ste. Marie or a person delegated the Treasurer’s powers and duties under s.286 (5) of the Act.

2. The amounts levied shall be as follows and payable to the Treasurer:

2.1 For the Residential, Pipeline, Farm and Managed Forest property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2020 in accordance with Section 317(3) paragraph 2 of the Act.

2.2 For the Multi-Residential, Commercial and Industrial property classes there shall be imposed and collected an interim levy of:

50% of the total taxes for municipal and school purposes levied in the year 2020, in accordance with Section 317(3) paragraph 2 of the Act.

3. For the purposes of calculating the total amount of taxes for the year 2020 under paragraph 2, if any taxes for municipal and school purposes were levied on a property for only part of 2020 because assessment was added to the Tax Roll during 2020, an amount shall be added equal to the additional taxes that would have been levied on the property if taxes for municipal and school purposes had been levied for the entire year.

4. The provisions of this by-law apply in the event that assessment is added for the year 2021 to the Tax Roll after the date this by-law is passed and the tax levy shall be imposed and collected.

5. All taxes levied under this by-law shall be payable into the hands of the Treasurer in accordance with the provisions of this by-law.
6. There shall be imposed on all taxes a penalty for non-payment or late payment of taxes in default of the installment dates set out below. The penalty shall be one and one-quarter percent (1.25%) of the amount on the first day of default and on the first day of each calendar month during which the default continues, but not after the end of 2021.
7. Following December 31, 2021, interest charges of one and one-quarter percent (1.25%) shall be imposed upon the amount in default on the first calendar day of each month during which the default continues.
8. The final tax levy imposed by this by-law shall be paid in two installments due on the following dates:
  - 8.1 One-half (1/2) thereof on the 5<sup>th</sup> day of March, 2021;
  - 8.2 One-half (1/2) thereof on the 5<sup>th</sup> day of May, 2021.
9. A notice specifying the amount of taxes payable, may be mailed or cause to be mailed to the address of the residence or place of business of each person taxed under this by-law by the Treasurer.
10. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered in the Tax roll under Section 340 of the Act.
11. The Treasurer may adjust the interim levy of a property if the taxes imposed by this by-law are in excess of 50% of the taxes levied on that property in 2020, adjusted to annualize any assessment changes that occurred during 2020, adjusted to annualize any assessment changes that occurred during 2020. No adjustment shall reduce the 2021 interim levy below 50% of the adjusted tax amount.
12. The subsequent levy for the year 2021 to be made under the Act shall be reduced by the amount to be raised by the levy imposed by this by-law.
13. The provisions of Section 317 of the Act, apply to this by-law with necessary modifications.
14. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due, and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under section 7 of this by-law in respect of non-payment or late payment of any taxes or any installment of taxes.
15. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.

16. By-law 2020-8 is hereby repealed.

17. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.

18. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

**PASSED** in open Council this 11<sup>th</sup> day of January, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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### BY-LAW 2021-3

#### THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The Council for The Corporation of the City of Sault Ste. Marie hereby authorizes the signing by Christian Provenzano, Mayor and Rachel Tyczinski, City Clerk

of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the "**Governance Agreement**") for the purpose of purchasing certain transit system vehicles, equipment, technology, facilities and related supplies and services on an exclusive basis from suppliers selected pursuant to public procurement processes facilitated by Metrolinx, on terms and conditions set out in the relevant procurement documents and in the Governance Agreement between, among others, Metrolinx and

The Corporation of the City of Sault Ste. Marie, a copy of which is attached hereto as Schedule "A".

#### SCHEDULE "A"

Schedule "A" forms part of this by-law.

In addition, the Council authorizes

Director, Community Services

to perform any action, and provide any required recommendations, instructions and approvals to complete the procurements within the scope of the Governance Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence, and to exercise the Council/Board/Commission's rights of early termination in accordance with Section 9.6 (Termination Without Cause by a Purchaser) of the Governance Agreement.

This By-law was adopted by the Council of  
The Corporation of the City of Sault Ste. Marie

on January 11, 2021.

---

Christian Provenzano, Mayor

---

Rachel Tyczinski, City Clerk

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-3 METROLINX.DOCX

Schedule "A"

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**MULTI-YEAR GOVERNANCE AGREEMENT  
FOR JOINT TRANSIT PROCUREMENTS FACILITATED BY METROLINX, 2019-2024**

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**April 1, 2019**



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**MULTI-YEAR GOVERNANCE AGREEMENT FOR JOINT TRANSIT  
PROCUREMENTS FACILITATED BY METROLINX**

THIS AGREEMENT is made as of April 1, 2019 (the “**Effective Date**”),

BETWEEN: **METROLINX;**

AND: such **PURCHASERS** as may be added from time to time in accordance with the Agreement.

**WHEREAS** Metrolinx has a mandate to act as the central procurement agency for local transit systems across Ontario;

**AND WHEREAS** Metrolinx has worked with the transit service providers of various Ontario municipalities to facilitate joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services;

**AND WHEREAS** Metrolinx and the parties that are added to this Agreement from time to time (each, a “**Party**” and collectively, the “**Parties**”) recognize the value of the joint procurement process in consolidating transit needs to achieve economies of scale, collaboration, and reducing time and costs associated with the public procurement process by standardizing the Procurement Documents, thereby allowing transit systems to focus on core competencies; making it more convenient for Ontarians to access transit services in their communities, connect with other transit systems, and travel across the province of Ontario;

**AND WHEREAS** the previous multi-year governance agreement governing the joint procurement process expired on December 1, 2018 (the “**Former Governance Agreement**”);

**AND WHEREAS** the Parties now wish to enter into a Multi-Year Governance Agreement to govern the various joint procurements to be facilitated by Metrolinx during the five year period beginning April 1, 2019 and ending March 31, 2024, with an option to renew until March 31, 2029.

**NOW THEREFORE** in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties hereby covenant and agree with each other as follows:

**SECTION 1**  
**INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto in Schedule A.

**1.2 Schedules and Order of Priority**

The following are the schedules attached to and forming part of this Agreement:

| Schedule | Descriptions of Schedules                         |
|----------|---------------------------------------------------|
| A        | Definitions                                       |
| B        | Communications Policy                             |
| C        | Sample Terms of Reference                         |
| D        | Purchaser Information                             |
| E        | Sample Council/Board/Commission By-Law/Resolution |
| F        | Confirmation Agreement                            |

In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules.

### **1.3 Entire Agreement**

This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.

### **1.4 Governing Laws and Agreement**

This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

### **1.5 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

### **1.6 No Partnership, Joint Venture or Corporation**

The execution of this Agreement and the other arrangements with respect to the joint Procurements are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation. No Party shall be liable for the acts, either of omission or commission, of any other Party to this Agreement.

### **1.7 Members of Council, Officers, Agents, etc.**

Each Purchaser and its members of commissions, council, directors, officers, agents, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

### **1.8 No Fiduciary Duties**

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

### **1.9 Number and Gender**

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

## **SECTION 2** **PRINCIPLES OF JOINT PROCUREMENTS**

### **2.1 Key Principles**

This Agreement shall be guided by the following key principles:

- (a) Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any joint Procurement whereby proposals will be evaluated.
- (b) Metrolinx will facilitate the joint Procurement of certain transit system vehicles, equipment, technology, facilities and related supplies and services on behalf of the Purchasers.
- (c) Metrolinx shall work with a Steering Committee in undertaking each joint Procurement and shall prepare, in consultation with such Steering Committee, Terms of Reference setting out the specific terms applicable to the Procurement, substantially in the form attached hereto as Schedule C (Sample Terms of Reference);

- (d) The Terms of Reference shall be acknowledged in writing by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis for the draft Master Agreement to be included in the Procurement Documents for that Procurement;
- (e) Participation by Purchasers in any joint Procurement is voluntary up to the end of the Cooling Period following the Steering Committee's recommendations that Metrolinx enter into a Master Agreement with the successful Proponent, pursuant to Section 4.8 (*Award of a Master Agreement*).
- (f) Ownership of any Goods and/or Services to be procured and legal obligations related to any joint Procurement shall reside exclusively with the respective Purchasers, each of whom shall enter into a separate Purchase Agreement with the successful Proponent.
- (g) The term of any Master Agreement, including any additional option years exercisable at the discretion of the Purchasers ("**Option Years**"), if applicable, shall be determined by the Parties and set out in the Terms of Reference, the Master Agreement and the Purchase Agreements for the particular Procurement.
- (h) Subject to Section 4.2 (*Procurement Process*), the decision on whether or not to exercise the right to extend a Master Agreement for any Option Years, and to the extent any Option Year is exercised, the quantity of Goods and/or Services to be purchased, rests exclusively with each of the respective Purchasers.
- (i) Purchasers may be required to pay a participation fee in order to participate as a Purchaser in certain joint Procurements (the "**Participation Fee**"). The details of any applicable Participation Fee, including the payment process, shall be set out in advance in the Terms of Reference, the Master Agreement and the Purchase Agreement, as applicable, for the particular Procurement. Metrolinx's policy with respect to Participation Fees is subject to change at Metrolinx's sole discretion.
- (j) Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurements including timely sharing of information and on-going two-way communication to promote informed decision making and budgeting.

### **SECTION 3** **STEERING COMMITTEES**

#### **3.1 Steering Committee Membership**

For each Procurement intended to be issued by Metrolinx pursuant to Section 3.5 (*Decisions of a Steering Committee*), there shall be a committee (the "**Steering Committee**") comprised of one representative from Metrolinx (the "**Metrolinx Member**") and one representative from each other Purchaser that intends to participate in that Procurement and has acknowledged the Terms of Reference as described in Section 2.1(d). For greater certainty, each Participating Metrolinx Division shall be considered a separate Purchaser and entitled to appoint its own representative. For each Steering Committee, Metrolinx and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

#### **3.2 Council By-Law, Resolution**

The appointment of the Member and the Alternate Member by a Purchaser shall be confirmed by a by-law or resolution of the municipal council, commission, board of directors, or other governing body (as applicable) in a form consistent with Schedule E (Sample Council/Board/Commission By-Law/Resolution). The appointments shall refer to positions rather than specific individuals.

#### **3.3 Votes**

Each Purchaser participating in a Procurement shall, through their Member, have one vote on the Steering Committee for that particular Procurement. Consistent with its role as facilitator, the Metrolinx Member shall have no vote on any Steering Committee. For greater certainty, each Participating Metrolinx Division Member shall have its own vote.

### 3.4 Quorum

Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds (2/3) of the total number of the Steering Committee Members eligible to vote. Members may be present either in person or by other means that permit all Members participating in the meeting to communicate with each other simultaneously and instantaneously. Wherever possible, the Steering Committee shall convene a meeting to conduct its business; however, in the absence of a meeting, the Steering Committee shall be authorized to make decisions and transact business with the unanimous written consent of all Steering Committee Members eligible to vote, which consent may be provided in the form of e-mail confirmation (“**Unanimous Written Consent**”).

### 3.5 Decisions of a Steering Committee

- (a) The following decisions of a Steering Committee require the concurrence of at least three-quarters (3/4) of the Steering Committee Members participating in a meeting and eligible to vote:
  - (i) recommending to Metrolinx the issuance of any Procurement (for greater certainty, this recommendation may be subject to the incorporation of feedback);
  - (ii) recommending to Metrolinx the selection of a successful Proponent under any Procurement issued pursuant to this Section 3.5 (*Decisions of a Steering Committee*) or recommending the selection of no Proponent;
  - (iii) recommending that the Procurement be terminated as outlined in Section 4.8;
  - (iv) recommending to Metrolinx any amendments to a Master Agreement; and
  - (v) determining whether any Party is in default for the purposes of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*) or Section 9.3 (*Purchaser Remedies for Event of Default by Metrolinx*).
- (b) Where a Steering Committee exercises its authority under Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), the Party whose default status is being determined may participate in the discussion but may not vote in the decision.
- (c) All other decisions of a Steering Committee require the concurrence of a simple majority (greater than fifty (50)%) of the Steering Committee Members present at a meeting and eligible to vote. All decisions of a Steering Committee made in the absence of a meeting require the Unanimous Written Consent of the Steering Committee Members.
- (d) Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or provincial direction to which it may be bound or subject, Metrolinx shall, with respect to a Procurement, either act in accordance with the decisions of the appropriate Steering Committee or not at all.

### 3.6 Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee.

### 3.7 Binding Decisions

All Steering Committee decisions must comply with the terms of this Agreement, the Procurement Documents and the Master Agreement related to the particular Procurement. Steering Committee decisions are final and binding on all Purchasers.

### 3.8 Regular Meetings

Each Steering Committee shall meet at least annually and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 3.9 (*Special Meetings*).

### 3.9 Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the Chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. Notwithstanding the previous sentence, Metrolinx may provide less than five (5) Business Days notice where it reasonably determines that such shorter timeframe is necessary. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

### 3.10 Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held either at a location determined by Metrolinx or via teleconference.

### 3.11 Responsibilities of Steering Committee

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

- (a) acknowledge the Terms of Reference of the relevant Procurement;
- (b) approve the appointment of a Chair;
- (c) approve the Technical Specifications and/or Scope of Work applicable to the Procurement;
- (d) recommend the terms and conditions of the relevant Procurement, including the proposed Supplier agreements forming a part of the Procurement;
- (e) recommend the issuance of a Procurement pursuant to Section 3.5 (*Decisions of a Steering Committee*);
- (f) subject to Section 4.8 (*Award of a Master Agreement*), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
- (g) subject to the terms of this Agreement, establish rules and procedures regarding its meetings;
- (h) approve the implementation schedule for each Procurement; and
- (i) be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

### 3.12 Responsibilities of Steering Committee Chair

The responsibilities of a Steering Committee Chair include:

- (a) supporting the Manager with any issues with the facilitation and administration of the Procurement;
- (b) calling for motions and votes during meetings of the Steering Committee;
- (c) participating in meetings where Metrolinx is addressing any contractual matter on behalf of the Purchasers with the Supplier.

## **SECTION 4** **PROCUREMENT APPROACH AND TERM**

### 4.1 Technical Specification and/or Scope of Work

Metrolinx shall, in consultation with the Steering Committee develop the Technical Specifications and/or the Scope of Work for each Procurement. An overview of the Technical Specifications and/or the Scope of Work, shall be set out in the Terms of Reference, with more specific detail to be provided in the Procurement Documents.

### 4.2 Procurement Process

- (a) Subject to this Agreement, the specific terms of the Procurement and the Master Agreement, each Procurement is intended to identify one or more Suppliers as the exclusive Supplier(s) of Goods and/or Services for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 9.6 (*Termination Without Cause*

by a Purchaser). For greater certainty, references to Supplier in this Agreement shall include all Suppliers if more than one Supplier is selected as part of the Procurement.

- (b) The option to extend for any of the Option Years, if applicable, will be at the sole discretion of the Purchasers, each of whom shall have the right to exercise the Option Years or not in accordance with the relevant Master Agreement and their Purchase Agreement with the Supplier (“**Purchase Agreement**”). Upon exercise of an Option Year by any Purchaser under Section 4.11 (*Option Years*), the Supplier will be the exclusive Supplier of the Goods and/or Services to such Purchaser during the relevant Option Years in accordance with the terms of the relevant Master Agreement and Purchase Agreement. For the avoidance of doubt, if a Purchaser does not elect to exercise an Option Year in accordance with Section 4.11 (*Option Years*), the Purchaser shall no longer be considered a Purchaser, or qualify for addition as an Eligible Purchaser, for that particular Procurement.

#### 4.3 Supplier

A Supplier procured pursuant to a Procurement shall:

- (a) be given an exclusive contract for the term of the particular Procurement; therefore, Purchasers that plan to procure Goods and/or Services during the term of the Procurement and that have not withdrawn from the Procurement or this Agreement in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) must purchase Goods and/or Services from the successful Supplier on an exclusive basis;
- (b) not be contractually guaranteed the purchase of any particular quantity of Goods and/or Services under the relevant Master Agreement; and
- (c) be advised by the Purchasers of their respective orders for Goods and/or Services upon approval of funding from their respective municipal council, commission, board of directors, or other governing body (as applicable), on or around the final day of each contract year of the term of the Procurement and, where applicable, the Option Years, to facilitate delivery of the Goods and/or Services in the relevant year.

#### 4.4 Master Agreement

On the recommendation of the Steering Committee in accordance with Section 4.8 (*Award of a Master Agreement*) and in compliance with Section 1.4 (*Governing Laws and Agreement*) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed Procurement that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the Procurements and signatory to the Master Agreements, Metrolinx retains final discretion on whether or not to execute any Master Agreement.

Each Master Agreement will specify the terms and conditions of the relevant Procurement and pricing for the Goods and/or Services (including any additional Options that may be selected by Purchasers) to be procured. General terms and conditions that apply to all Purchasers participating in the Procurement will be contained in each Master Agreement. If a Participation Fee applies to the particular Procurement and (i) it is determined that the Supplier will be required to collect from the Purchaser and remit to Metrolinx, the Master Agreement will include a description of the Participation Fee; or (ii) otherwise, it shall be set out in the Terms of Reference.

#### 4.5 Purchase Agreement with Supplier

- (a) Subject to the Master Agreement, each Purchaser will enter into a Purchase Agreement directly with the Supplier that will provide details related to their purchase of Goods and/or Services, including any Options selected by that particular Purchaser, pricing details, and any other appropriate terms and conditions consistent with the terms of the relevant Master Agreement. If a Participation Fee applies to the particular Procurement, the Purchase Agreement may include terms authorizing the Supplier to include the applicable Participation Fee in the invoice issued to the Purchaser for the purchase of certain goods or services, and the Supplier shall remit the Participation Fee to Metrolinx in accordance with the terms of the Master Agreement. In the event that the Supplier fails or refuses to pay this amount to Metrolinx, the Purchaser(s) will be authorized to set off this amount from any payments otherwise due to the Supplier under the Purchase Agreement, and required to remit this amount to Metrolinx directly.

- (b) Pursuant to the terms of the Master Agreement with the Supplier, the Supplier shall be responsible for providing a copy of the executed Purchase Agreement to the Metrolinx representative assigned to that Procurement for review. The Metrolinx representative will review each Purchase Agreement to ensure it is consistent with the relevant Master Agreement. Should it be found to be inconsistent, the Metrolinx representative will report the inconsistency to Metrolinx and the Steering Committee for that Procurement.
- (c) If the Master Agreement for the particular Procurement provides for any Option Years, prior to exercising any such Option Year, the Purchaser must (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) the Purchaser and the Supplier must extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year(s). For the avoidance of doubt, any new Purchase Agreement in respect of an Option Year is subject to review by the Metrolinx representative as set out above in this Section 4.5 (*Purchase Agreement with Supplier*).

#### 4.6 Timing

The estimated timelines for each Procurement shall be set out in the Terms of Reference and the Master Agreement. All timelines shall be considered estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

#### 4.7 Issuance of Procurements

- (a) Metrolinx shall conduct the Procurements in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurements may take different forms, including but not limited to requests for quotations, public tenders and requests for proposals. The Procurement shall include:
  - (i) an open advertisement through a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX™ (the “**Public Procurement Portal**”);
  - (ii) a posting of Proponent questions and answers through addenda on the Public Procurement Portal; and
  - (iii) an evaluation process, as described in the Terms of Reference.
- (b) If applicable, Metrolinx shall alone and in its sole and absolute discretion, procure and retain the services of an independent fairness commissioner and any incurred costs will be incorporated into the Participation Fee. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law.
- (c) The cost of the joint Procurement process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser who elects not to participate under Section 9.6 (*Termination Without Cause by a Purchaser*).

#### 4.8 Award of a Master Agreement

- (a) Each Steering Committee may recommend that Metrolinx award a Master Agreement to the qualified Proponent that achieves the highest total score in the tender evaluation process, in accordance with Section 3.5 (*Decisions of a Steering Committee*).
- (b) Notwithstanding this Section 4.8 (*Award of a Master Agreement*), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of three-quarters (3/4) or more of Steering Committee Members eligible to vote, no proposal is acceptable based on the terms and conditions of the particular Procurement. If at least three-quarters (3/4) of the Steering Committee Members eligible to vote agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the Procurement be cancelled and each Purchaser shall thereafter be free to independently obtain the Goods and/or Services which were the subject of the Procurement, subject to the survival of and the Purchasers’ continued compliance with the specific terms of this Agreement,



including without limitation the provisions related to confidentiality in Section 7 (*Confidentiality*) and conflict of interest in Section 8 (*Conflict of Interest*).

- (c) Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), Purchasers shall have up to five (5) Business Days (the "**Cooling Period**") following the Steering Committee's recommendation to decide whether they will participate in the particular Procurement. If a Purchaser decides not to participate in a particular Procurement and gives written notice to Metrolinx within the Cooling Period to that effect in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.
- (d) Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under Section 4.4 (*Master Agreement*).

#### **4.9 Participation Fees**

If a Participation Fee applies to a particular Procurement, the details of the Participation Fee shall be set out in the Terms of Reference and/or incorporated into the relevant Master Agreement and Purchase Agreements.

#### **4.10 Term of this Agreement**

- (a) This Agreement shall be effective as of the Effective Date and shall expire on March 31, 2024 unless it is renewed in accordance with Section 4.10(b) or otherwise terminated in accordance with its terms (such period that this Agreement is in force, the "**Term**").
- (b) Metrolinx may, on written notice to the Parties prior to the date specified in Section 4.10(a), extend the Term for five (5) years such that the Term will expire on March 31, 2029.
- (c) Notwithstanding any other expiry or termination of this Agreement, if Metrolinx enters into any Master Agreement during the Term that extends beyond the Term (including, for example, as a result of the exercise of an Option Year), this Agreement shall automatically extend only with respect to such Master Agreement until the expiration of such Master Agreement.

#### **4.11 Option Years**

In the event a Master Agreement and Purchase Agreement for a particular Procurement allow for the exercise of Option Years by the Purchaser, the details of such Option Years, including the process by which Purchasers must provide notice in writing to Metrolinx of its intention to exercise any Option Year, shall be described in the Terms of Reference and incorporated into the Master Agreement of the applicable Procurement. As described in Section 4.5 (*Purchase Agreement with Supplier*), Purchasers are required to (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise the Option Years under a Master Agreement, that Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated term, unless the Steering Committee advises Metrolinx otherwise.

### **SECTION 5** **ROLES AND RESPONSIBILITIES OF METROLINX**

#### **5.1 Roles and Responsibilities of Metrolinx**

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

- (a) Metrolinx shall facilitate all aspects of each Procurement including without limitation, issuance, proposal evaluation and award and shall, through the Metrolinx representative, administer the provisions contained in a Master Agreement on behalf of the Parties.
- (b) The Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
- (c) Metrolinx shall:
  - (i) work with each Steering Committee to coordinate the:
    - (A) development of the Terms of Reference for each Procurement;
    - (B) development of common Technical Specifications and/or Scope of Work; and
    - (C) development of each Master Agreement and Purchase Agreement;
  - (ii) determine a Proponent's compliance with the mandatory requirements set out in the Procurement Documents;
  - (iii) if approved by the Steering Committee or set out in the Terms of Reference, participate in the evaluation of technical proposals;
  - (iv) assist in the consolidation of orders for Goods and/or Services on behalf of the Purchasers;
  - (v) assist with contract management of issues that may arise under the Master Agreement and Purchase Agreement(s); and
  - (vi) be responsible for notifying the respective Steering Committee and the Supplier if other transit service providers wish to participate in the Procurement by becoming Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient capacity to accommodate additional orders for Goods and/or Services on the basis of the existing terms and conditions of the Master Agreement.
- (d) Metrolinx shall review any proposed public communications prepared by a Purchaser and submitted to the Parties in accordance with Schedule B (Communications Policy) to ensure consistency with the Communications Policy set out in Schedule B (Communications Policy).
- (e) Except in its role as a Purchaser(s), Metrolinx shall not:
  - (i) mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of a Purchase Agreement; or
  - (ii) pay or otherwise be responsible for any amounts for any Goods and/or Services as may be set out in any Purchaser's Purchase Agreement from time to time with the Supplier.
- (f) Notwithstanding anything in this Agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever is subject to there being an appropriation of moneys by the Legislature of Ontario (the "**Legislature**") sufficient to satisfy such commitments under this Agreement. Activity, payment or funding obligations may be reduced or terminated, in response to the Legislature's annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.
- (g) Notwithstanding (i) any other clause of this Agreement; (ii) whether Metrolinx has retained or not any Manager, Project Officer or Project Inspector; or (iii) the acts or omissions of any such persons; Metrolinx does not guarantee, warrant or otherwise provide any assurance as to suitability of any of the Goods and/or Services to the Purchasers or anyone.

## 5.2 Representations and Warranties of Metrolinx

Metrolinx covenants, represents and warrants to the Purchasers that:

- (a) it is a validly existing legal entity under the laws of Ontario;

- (b) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms;
- (c) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents or by-laws.

### 5.3 No Metrolinx Liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Goods and/or Services, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

- (a) Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Goods and/or Services under any Master Agreement and/or any Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Goods and/or Services under a Purchase Agreement.
- (b) Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Goods and/or Services for their purposes, including without limitation the Goods and/or Services' compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of Goods and/or Services hereunder.
- (c) Except for determining a Proponent's compliance with the mandatory requirements set out in the Procurement Documents, Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Goods and/or Services for a Purchaser.
- (d) Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Purchase Agreement approved by the Steering Committee (the "**Required Terms**") are wholly retained and provided further that any such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.
- (e) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of, through or in any way related to its execution of this Agreement and its participation hereunder.
- (f) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own Purchase Agreement with the Supplier and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's representative of such issues.
- (g) Metrolinx shall not be liable for any loss or damages suffered by any of the other Parties or Purchasers, or any other person as a result of any act or inaction of Metrolinx.
- (h) Metrolinx shall not be liable for any losses, costs or damages sustained or incurred by any other Party or Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or the Master Agreement.

**SECTION 6**  
**PURCHASERS**

**6.1 Steps Required to Become a Purchaser**

A proposed Purchaser (other than a Participating Metrolinx Division) becomes a Purchaser when:

- (a) the person or persons authorized to execute this Agreement on behalf of such municipality or entity has or have duly executed a confirmation agreement in the form attached as Schedule F (Confirmation Agreement); and
- (b) the municipality or other entity has provided to the Manager the following documents:
  - (i) a Purchaser Information Sheet attached as Schedule D (Purchaser Information Sheet); and
  - (ii) a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law, resolution or other authority, as applicable, which includes, at a minimum, the information in the sample by-law/resolution attached as Schedule E (Sample Council/Board/Commission By-Law/Resolution), including the designation of persons authorized to provide instructions and any necessary approval for the Procurements as Steering Committee Member or Alternate Member, and confirming that all necessary actions have been taken by the Purchaser to authorize such persons to give instructions and any necessary approvals for the Procurements. The designations shall refer to positions rather than to specific individuals.

**6.2 Representations and Warranties of Purchaser**

- (a) Each Purchaser covenants, represents and warrants to Metrolinx that:
  - (i) it is a validly existing legal entity under the laws of its relevant jurisdiction;
  - (ii) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;
  - (iii) it will take all necessary steps to ensure that it has all approvals (including budget approvals) which are required in order to carry out any Procurement;
  - (iv) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;
  - (v) it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement;
  - (vi) if it is participating as a Purchaser in a particular Procurement and has not withdrawn from this Agreement under Section 9.6 (*Termination Without Cause by a Purchaser*), the Purchaser will not enter into any new contract or contract extension with any supplier other than the Supplier for the Goods and/or Services specified in the Master Agreement during the term of the particular Procurement without the prior written approval of Metrolinx (such approval to be granted only in accordance with the Agreement and not to be unreasonably withheld or delayed), unless the Supplier cannot provide the Goods and/or Services on a timely basis or has not met the requirements under the Master Agreement or Purchase Agreement as determined by the Steering Committee, acting reasonably; and
  - (vii) it will collect and submit to Metrolinx without unreasonable delay any data that Metrolinx may reasonably request from time to time in order to monitor and evaluate the effectiveness of the Goods and/or Services procured under this Agreement.
- (b) The Purchaser shall be deemed to have repeated the foregoing representations and warranties each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any

further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

### **6.3 Addition of Purchasers to this Agreement**

Metrolinx may from time to time after the Effective Date add proposed Purchasers as Parties to this Agreement. Each proposed additional Purchaser (other than Participating Metrolinx Divisions) must first complete Section 6.1 (*Steps Required to Become a Purchaser*) in full. Upon its completion of the foregoing, a proposed Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations in this Agreement excepting only any services paid for directly by Metrolinx where Metrolinx's available funds for such services have been spent. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

### **6.4 Participation in existing Procurements**

- (a) A Purchaser is not an Eligible Purchaser with respect to a Procurement if such Purchaser had indicated that it did not wish to proceed during the Cooling Period, or such Purchaser had participated in such Procurement but then did not exercise its Option Year(s).
- (b) An Eligible Purchaser may participate in an existing Procurement (including those Procurements that still exist from the Former Governance Agreement) if it has provided notice to Metrolinx that it intends to participate in such Procurement and:
  - (i) it has received confirmation from the Metrolinx procurement facilitator for that Procurement that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of Goods and/or Services already on order by existing Purchasers;
  - (ii) it has confirmed in writing to Metrolinx that it has not issued a public procurement process or subsequently cancelled an order for Goods and/or Services in order to participate in the Procurement;
  - (iii) the Master Agreement for such Procurement allows for such Eligible Purchaser to participate at this time; and
  - (iv) if such Procurement was created under the Former Governance Agreement and such Eligible Purchaser was not a party to the Former Governance Agreement, the approval of the Steering Committee for such Procurement.
- (c) If the above conditions are met, such Eligible Purchaser may then enter into a Purchase Agreement in accordance with the approved specifications and options available for the respective Procurement.
- (d) If all purchasers under an existing Procurement created under the Former Governance Agreement have become Purchasers under this Agreement, the terms of this Agreement shall apply to such Procurement to the extent of any inconsistency. Otherwise, the terms from the Former Governance Agreement shall apply to such Procurement.

## **SECTION 7** **CONFIDENTIALITY**

### **7.1 Confidential Information**

- (a) "Confidential Information" means:
  - (i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Procurement Documents issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing;
  - (ii) any proprietary information of a Party;
  - (iii) any personal information as contemplated in FIPPA or MFIPPA, as such instruments shall be amended, from time to time;

- (iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or
  - (v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.
- (b) Confidential Information does not include information that:
- (i) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the total contract price of the successful bidder;
  - (ii) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
  - (iii) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
  - (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

## 7.2 Use of Confidential Information

- (a) Each Party shall keep, and shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep, all Confidential Information confidential in accordance with the terms and conditions of this Section 7 (*Confidentiality*). In addition to any other liabilities of a Party pursuant to this Section 7 (*Confidentiality*) or otherwise at law or in equity, each Party shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and proceedings arising from any non-compliance with this Confidentiality Agreement by a Party or any of its advisors, agents, directors, commissioners, officers, Personnel representatives or contractors.
- (b) Confidential Information disclosed directly or indirectly by a Disclosing Party to a Receiving Party shall be held by the Receiving Party in confidence, and the Receiving Party:
- (i) shall not disclose, reveal, publish, or disseminate any of the Disclosing Party's Confidential Information, provided that the Receiving Party may disclose Confidential Information to those of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors with a need to know such Confidential Information in connection with assisting, advising and/or providing feedback to the Procurement process, provided that such person is subject to obligations of confidentiality substantially similar to those contained in this Section 7 (*Confidentiality*);
  - (ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Disclosing Party's Confidential Information;
  - (iii) shall not copy, reproduce in any form or store the Disclosing Party's Confidential Information in a retrieval system or database, without the prior written approval of the Disclosing Party;
  - (iv) shall immediately notify the Disclosing Party in the event that it becomes aware of any unauthorized disclosure of Confidential Information; and
  - (v) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA and MFIPPA.
- (c) At any time at the request of the Disclosing Party, the Receiving Party shall make all commercially reasonable efforts to effect the following as soon as possible:
- (i) return all Confidential Information to the Disclosing Party; or

- (ii) destroy the Confidential Information and all copies thereof in any form whatsoever under its power or control and provide the Disclosing Party with a certificate signed by the Receiving Party, or an appropriate officer of the Receiving Party, certifying such destruction.
- (d) Notwithstanding paragraphs (a) and (b) of this Section 7.2 (*Use of Confidential Information*), the Receiving Party shall be permitted:
  - (i) to retain and use one copy of the Confidential Information of the Disclosing Party for the sole purpose of compliance with and to the extent and for so long as required by: (1) any Requirements of Law; or (2) any court, regulatory agency or Authority to which it is subject; and
  - (ii) to retain any electronic records and files containing Confidential Information of the Disclosing Party which have been created pursuant to the automatic or normal course archiving and back-up procedures of the Receiving Party; provided that the Receiving Party treats such Confidential Information in the same manner as it treats its own Confidential Information, such manner not be less than a reasonable standard of care.
- (e) Any Confidential Information of a Disclosing Party that is not returned or destroyed pursuant to Section 7.2(d) shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement.

### 7.3 Exceptions

The obligations of confidentiality set out in Section 7.2 shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the award price of the successful bidder;
- (b) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
- (c) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
- (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

### 7.4 Authorized Purpose

The Receiving Party acknowledges that all Parties have disclosed Confidential Information to the Receiving Party solely in connection with assisting, advising and/or providing feedback to the Procurement (the “**Authorized Purpose**”). The Receiving Party may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The Receiving Party acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

### 7.5 Legally Required Disclosure

If the Receiving Party becomes compelled to disclose any Confidential Information pursuant to applicable law, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement and shall cooperate with the Disclosing Party in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information as is required pursuant to applicable law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Confidentiality Agreement.



#### **7.6 Ownership of Confidential Information**

The Disclosing Party shall retain all right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither the execution of this Confidentiality Agreement, nor the furnishing of any Confidential Information by a Disclosing Party shall be construed as granting to the Receiving Party, either by implication or otherwise, any interest, license or right respecting the Disclosing Party's Confidential Information, including any intellectual property rights.

#### **7.7 No Warranties, Representations or Liability**

ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, EXPENSE OR CLAIM OF LOSS ARISING FROM THE USE OF, OR RELIANCE ON, THE INFORMATION BY THE RECEIVING PARTY.

#### **7.8 Damages for Breach of Confidentiality Obligations**

Each Party acknowledges and agrees that:

- (a) any breach of the terms of this Section 7 (*Confidentiality*) and the obligations set out herein shall cause immediate and irreparable harm for which damages alone are not an adequate remedy; and
- (b) Disclosing Party shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect such Party against such breach.

#### **7.9 Survival of Confidentiality Obligations**

The Parties acknowledge and agree that the terms of this Section 7 (*Confidentiality*) shall survive (a) the term of any agreement with the successful supplier resulting from a Procurement, including any renewal periods exercised by any of the Parties, or (b) the final abandonment or cancellation of the Agreement by Metrolinx, as applicable.

### **SECTION 8** **CONFLICT OF INTEREST**

#### **8.1 No Conflict of Interest**

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurement Documents, Master Agreements or Purchase Agreements contemplated or completed under this Agreement.

#### **8.2 Conflict of Interest and the Receipt of Confidential Information**

- (a) Each Party declares that there is no actual or potential Conflict of Interest arising out of the receipt of the Confidential Information or the Party's role in the Procurement. Each Purchaser acknowledges and agrees that it shall be a Conflict of Interest for it to use Confidential Information relevant to the Procurement, including without limitation proposals and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser.
- (b) In the event that either (i) a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), (ii) a Purchaser decides not to exercise an Option Year for a particular Procurement in which it has participated, or (iii) Metrolinx terminates a defaulting Purchaser's right to participate in the Procurement in accordance with paragraph (a) of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), then in each case, the Purchaser shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.



### 8.3 Reporting a Conflict of Interest

Each Party declares that, if at any time during the course of participating in the Procurement, a Party or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors has an actual or potential Conflict of Interest (each, a “**Conflicted Party**”), the Conflicted Party will immediately disclose such Conflict of Interest to Metrolinx and the Manager. Metrolinx shall have the authority to determine whether the Conflicted Party may continue to participate in the activity or provide the services in question, and shall also have the authority to attach limitations or conditions on the Conflicted Party’s participation in the Procurement. Each Party shall be responsible for ensuring compliance by its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors with the Conflict of Interest requirements set out under this Agreement.

## **SECTION 9** **DEFAULT, ENFORCEMENT, AND TERMINATION**

### 9.1 Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx (“**Event of Default**”), as applicable:

- (a) if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such Purchaser pursuant hereto shall be false or misleading in any material respect;
- (b) if any representation or warranty made by Metrolinx in this Agreement shall be false or misleading in any material respect;
- (c) if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried out by such Purchaser;
- (d) if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx; or
- (e) if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Section 7 (*Confidentiality*) or Section 8 (*Conflict of Interest*).

### 9.2 Metrolinx Remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:

- (a) Metrolinx may terminate the defaulting Purchaser’s right to participate in a Procurement or in this Agreement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice thereof. Subject to Section 9.8 (*Obligations Survive*), as of the termination date, the defaulting Purchaser shall no longer participate as a Purchaser in the Procurement or this Agreement, as applicable; and
- (b) subject to Section 10 (*Dispute Resolution*), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

### 9.3 Purchaser Remedies for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by a Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by a Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

- (a) the Purchaser may, subject to Section 9.8 (*Obligations Survive*), terminate its participation in this Agreement or in a particular Procurement by giving Metrolinx at least thirty (30) calendar days prior written notice thereof; and
- (b) subject to Section 10 (*Dispute Resolution*), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

#### **9.4 Termination Without Cause by Metrolinx**

Metrolinx may terminate a particular Procurement in accordance with the terms of the Procurement Documents or this Agreement at any time, without cause, by delivering written notice, in accordance with Section 11.1 (*Address for Notices*), to that effect to each Purchaser (in the case of a termination of a particular Procurement) or to each Party (in the case of a termination of this Agreement), as applicable, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

#### **9.5 Effect of Termination Without Cause by Metrolinx**

Where Metrolinx has provided notice pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), the remaining Purchasers or Parties may request that Metrolinx assign any or all of its rights and obligations under the Master Agreement to all of them or any of them. Such request shall be made before the expiry of the notice period referred to in Section 9.4 (*Termination Without Cause by Metrolinx*).

#### **9.6 Termination Without Cause by a Purchaser**

A Purchaser may terminate its participation in any Procurement without cause during the Cooling Period by delivering written notice to that effect to Metrolinx which notice shall be effective immediately. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties. Where a Purchaser gives such notice, it shall (a) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (b) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (c) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

A Purchaser may terminate its participation in this Agreement without cause by delivering written notice to that effect to Metrolinx which notice shall be effective sixty (60) calendar days following delivery of the notice by Purchaser.

#### **9.7 Purchaser Obligations after Award of Master Agreement**

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of the relevant Goods and/or Services for the initial term of the Master Agreement and a Purchaser shall not purchase Goods and/or Services from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial transit funding as may be applicable.

#### **9.8 Obligations Survive**

Despite any termination under this Section 9 (*Default, Enforcement, and Termination*) each Party agrees that certain rights and obligations (whether contingent or matured, absolute or not), as set out in Section 11.5 (*Survival*) of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

Notwithstanding a Purchaser's termination of its participation in a Procurement or in this Agreement under this Section 9 (*Default, Enforcement, and Termination*), the Purchaser shall continue to be bound by the terms and conditions of any Purchase Agreement which may have been executed by it prior to such termination and any termination of a Purchase Agreement by the Purchaser shall be made only in accordance with the terms of the Purchase Agreement.

## **SECTION 10**

### **DISPUTE RESOLUTION**

#### **10.1 Legal Remedies for Disputes**

Any dispute, question, claim, or other matter arising out of or relating to this Agreement (each, a “**Dispute**”) shall be resolved by the escalation procedure set out below in Section 10.3 (*Three-Tiered Dispute Resolution*). However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

#### **10.2 Dispute Notice**

A Party may refer a Dispute to dispute resolution under this Section 10.2 (*Dispute Notice*) of this Section 10 (*Dispute Resolution*) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a “**Dispute Notice**”).

#### **10.3 Three-Tiered Dispute Resolution**

The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the following manner:

- (a) **High-Level Negotiation.** In the event a Party issues a Dispute Notice, as described in Section 10.2 (*Dispute Notice*), to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the executive to which the Transit Procurement Initiative reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.
- (b) **Mediation.** If the Dispute has not been resolved through high-level negotiation as contemplated in Section 10.3(a) above, the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- (c) **Arbitration.** Any Party may, within thirty (30) calendar days of the delivery of the mediator’s confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process. Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge. To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, as amended.

#### **10.4 Performance to Continue**

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section 10 (*Dispute Resolution*), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of the Agreement to the best of their abilities.

#### 10.5 **Dispute Cost**

The Parties shall bear and be responsible for their own costs in connection with or relating to any Dispute. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any Disputes arising out of the Master Agreement.

#### 10.6 **Disputes Between the Purchasers and the Supplier**

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

### **SECTION 11** **MISCELLANEOUS**

#### 11.1 **Address for Notices**

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be delivered in-person or sent by registered mail, postage prepaid, courier, facsimile, or e-mail in the case of Purchasers to the addresses, facsimile numbers, or e-mail set out in Schedule D (Purchaser Information Sheet), and in the case of Metrolinx, to:

Attn.: Manager, Transit Procurement Initiative  
Metrolinx  
277 Front Street West, 4th Floor  
M5V 2X4

- (b) Notices shall be deemed received: (i) in the case of registered mail, five (5) business days after sending; (ii) in the case of courier or in-person delivery, upon receipt; or (iii) in the case of e-mail, when receipt is acknowledged by the receiving Party. Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party, such address change shall become effective immediately upon receipt of such notice.

#### 11.2 **No Waiver**

- (a) The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.
- (b) The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

#### 11.3 **Force Majeure**

- (a) A Party shall not be responsible for failures in performance due to Force Majeure.
- (b) "**Force Majeure**" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
- (i) the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
  - (ii) any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or

- (iii) lack or insufficiency of funds or failure to make payment of monies.
- (c) Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Parties and Metrolinx, if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event of Force Majeure so that the other Parties may verify the same.
- (d) If an event of Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate its participation in this Agreement (or in the case of Metrolinx, to terminate this Agreement) upon five (5) Business Days written notice to the other Parties. This right shall not affect a Purchaser's obligation to a Supplier under a Purchase Agreement which shall be determined in accordance with the relevant Purchase Agreement terms.

#### **11.4 Remedies Cumulative**

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

#### **11.5 Survival**

Section 7 (*Confidentiality*), Section 8 (*Conflict of Interest*), Section 9 (*Default, Enforcement, and Termination*), Section 5.3 (*No Metrolinx Liability*), and Section 6.2 (*Representations and Warranties of Purchaser*), excluding Subsection 6.2(a)(iv), shall survive the expiration or termination of this Agreement.

#### **11.6 Amendment**

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of the Agreement.

#### **11.7 No Assignment**

Except as otherwise provided in this Agreement, Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Parties, which consent shall not be unreasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

#### **11.8 Further Action**

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

#### **11.9 Enurement**

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

#### **11.10 Time of the Essence**

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

#### **11.11 Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.

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## SCHEDULE A: DEFINITIONS

In this Agreement,

- (a) “**Agreement**” means this Multi-Year Governance Agreement for Joint Transit Procurements Facilitated By Metrolinx, including its Schedules, as each may be amended from time to time;
- (b) “**Alternate Member**” means a person appointed by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;
- (c) “**Arbitration Act, 1991**” means the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended from time to time;
- (d) “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Goods and/or Services;
- (e) “**Authorized Purpose**” means, in the context of Section 7 (*Confidentiality*), assisting, advising and/or providing feedback to a Procurement facilitated by Metrolinx pursuant to this Agreement;
- (f) “**Business Day**” means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;
- (g) “**Chair**” means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 3.11 (*Responsibilities of Steering Committee*);
- (h) “**Communication Policy**” means the communication policy for any major communication concerning the Procurement as set out in Schedule B (Communication Policy);
- (i) “**Confidential Information**” has the meaning ascribed to it in Section 7.1.
- (j) “**Conflict of Interest**” means any situation or circumstance where, in relation to a Procurement, a Purchaser or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors or Steering Committee Members (i) communicates with any person with a view to influencing preferred treatment inconsistent with the Procurement process, (ii) engages in conduct that compromises or could be seen to compromise the integrity of the open and competitive Procurement and render that process non-competitive or unfair, or (iii) has other commitments, relationships or financial interests that (A) could or could be seen to exercise an improper influence over the objective, impartial exercise of its independent judgment, or (B) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;
- (k) “**Contract**” means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific Purchase Agreement; (c) the Procurement Documents, including any addenda; (d) the successful proposal; and (e) any amendments executed in accordance with the terms of the Master Agreement;
- (l) “**Cooling Period**” has the meaning ascribed thereto in Section 4.8(c) (*Award of a Master Agreement*);
- (m) “**Disclosing Party**” means a Party that discloses Confidential Information in connection with the Procurement;
- (n) “**Dispute**” has the meaning ascribed thereto in Section 10.1 (*Legal Remedies for Disputes*) of this Agreement;
- (o) “**Dispute Notice**” has the meaning ascribed thereto in Section 10.2 (*Dispute Notice*);
- (p) “**Effective Date**” means the date this Agreement is effective as set out on the first page of this Agreement;
- (q) “**Eligible Purchaser**” means, with respect to a Procurement, an entity that would be capable of being a Purchaser under such Procurement and does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated a Purchase Agreement or failed to exercise an Option Year.

- (r) “**Event of Default**” has the meaning ascribed thereto in Section 9.1 (*Event of Default*) of this Agreement;
- (s) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time;
- (t) “**Force Majeure**” has the meaning ascribed thereto in Section 11.3 (*Force Majeure*) of this Agreement;
- (u) “**Goods and/or Services**” means in relation to a Procurement, the particular transit: (i) vehicles, (ii) equipment, (iii) technology, (iv) facilities, and/or (v) related supplies and services to be procured by the Purchasers from the Suppliers in accordance with the Contract;
- (v) “**Legislature**” has the meaning ascribed thereto in Section 5.1 (*Roles and Responsibilities of Metrolinx*) of this Agreement;
- (w) “**Manager**” means the Metrolinx representative responsible for the overall facilitation and administration of the Procurement initiative under Section 5.1 (*Roles and Responsibilities of Metrolinx*);
- (x) “**Master Agreement**” means the contract, including its schedules, to be entered into between Metrolinx and the Supplier to deliver the Goods and/or Services as they will be described in the relevant Procurement Documents and any other related supplies and services, or any part thereof;
- (y) “**Member**” means a person appointed by a Party as set out in Section 3.1 (*Steering Committee Membership*) and who is deemed authorized by virtue of such appointment to perform any action, and provide any required recommendations, instructions and approvals to complete a Procurement within the scope of this Agreement;
- (z) “**MERX<sup>TM</sup>**” means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;
- (aa) “**Metrolinx**” means the Corporation Metrolinx as established under the *Metrolinx Act*, 2006, as amended from time to time;
- (bb) “**Metrolinx Member**” has the meaning ascribed thereto in Section 3.1 (*Steering Committee Membership*);
- (cc) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time;
- (dd) “**Municipal Act,**” means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended from time to time;
- (ee) “**Options**” means a component, feature, service or material that is proposed and priced by the Proponent as an alternative (or an addition or deletion) to the Proponent’s standard component/feature/material/service for the Good and/or Services and as contained in the Technical Specifications and/or Scope of Work included in the Procurement Documents.
- (ff) “**Option Year**” has the meaning ascribed thereto in Section 2.1(g) (*Key Principles*) of this Agreement;
- (gg) “**Participation Fee**” has the meaning assigned in Section 2.1(i) (*Key Principles*) of this Agreement;
- (hh) “**Party**” means any one of the legal entities which have executed this Agreement, and “**Parties**” means more than one Party;
- (ii) “**Personnel**” means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors, and includes the employees and independent contractors of the Party;
- (jj) “**Procurement**” means the process by which Metrolinx will, on behalf of the participating Purchasers, facilitate the joint public procurement of Goods and/or Services described in the Procurement Documents, and any other related supplies and services in accordance with this Agreement;



- (kk) **“Procurement Documents”** means the written tender document issued by Metrolinx for the joint procurement of Goods and/or Services and any supporting documentation posted on a Public Procurement Portal in connection with such tender;
- (ll) **“Procurement Policies”** means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx;
- (mm) **“Project Inspector”** means the person or persons, if any, hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to perform inspection services at the Supplier’s facility on behalf of the Purchasers of the Goods and/or Services;
- (nn) **“Project Office”** means the office designated by Metrolinx as such from time to time by notice in writing to the other Parties;
- (oo) **“Project Officer”** means the technical expert, if any, that is hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to assist each Steering Committee and the Purchasers on technical issues related to the the planning of the Procurement, including the development of the Technical Specification, up until the point the Goods and/or Services are accepted by the Purchasers;
- (pp) **“Proponent”** means the legal entity that submits a proposal in response to a Procurement contemplated by this Agreement;
- (qq) **“Public Procurement Portal”** means a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX<sup>TM</sup>;
- (rr) **“Purchase Agreement”** means the contract or contracts to be entered into between the Purchasers and the Supplier to deliver the Goods and/or Services as described in the Procurement Documents with any additional Options specified by each Purchaser;
- (ss) **“Purchaser”** means:
  - (i) a municipality, as defined under the *Municipal Act* or a transit authority including a transit commission or board or other persons or classes of persons as may be authorized under the *Municipal Act* with which a municipality is permitted to enter into an agreement for the Procurement;
  - (ii) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality;
  - (iii) a legal entity in receipt of Provincial or municipal funding for its provision of transit services within the Province of Ontario; or
  - (iv) a Participating Metrolinx Division;provided that such municipality, or entity has complied with the requirements of Section 6.1 (*Steps Required to Become a Purchaser*)
- (tt) **“Participating Metrolinx Division”** means any operating division of Metrolinx responsible for the provision of transit services (e.g. GO Transit, PRESTO, and UP Express), who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx and from each other Participating Metrolinx Division;
- (uu) **“Receiving Party”** means a party in receipt of Confidential Information;
- (vv) **“Required Terms”** has the meaning ascribed thereto in Section 5.3 (*No Metrolinx Liability*) of this Agreement;
- (ww) **“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, Provincial policy directions, and agreements with Authorities that now or at any time hereafter may

be applicable to either the Supplier, the Purchasers, the Master Agreement or the Goods and/or Services or any part of them;

- (xx) “**Schedules**” means the schedules listed in Section 1.2 (*Schedules and Order of Priority*) and forming a part of this Agreement, and any other schedules subsequently added in accordance with the terms of this Agreement, as each may be amended from time to time;
- (yy) “**Scope of Work**” means the description of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (zz) “**Steering Committee**” has the meaning ascribed to it in Section 3.1 (*Steering Committee Membership*);
- (aaa) “**Supplier**” means the successful Proponent(s) of a Procurement contemplated by this Agreement with whom Metrolinx enters into a Master Agreement;
- (bbb) “**Technical Specifications**” means the specific technical requirements of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (ccc) “**Term**” has the meaning ascribed to it in Section 4.10 (*Term of this Agreement*);
- (ddd) “**Terms of Reference**” means the document setting out the specific terms of a particular Procurement that Metrolinx shall prepare, in consultation with the Steering Committee, substantially in the form attached hereto as Schedule C (Sample Terms of Reference), and which shall be acknowledged by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis of the Master Agreement for that Procurement; and
- (eee) “**Unanimous Written Consent**” means the written consent of all of the Members of the Steering Committee eligible to vote, which may be provided in the form of an e-mail confirmation, as described in Section 3.4 (*Quorum*).

**SCHEDULE B  
COMMUNICATION POLICY**

1.       **The Parties agree that any communication with third parties in relation to a Procurement shall be carried out in accordance with the terms and conditions set out in this Agreement and in the communication policy described in this Schedule B (the “Communication Policy”).**
2.       **The purpose of the Communication Policy is for Metrolinx and the Purchasers to coordinate the initial announcement of a joint Procurement award.**
3.       **Metrolinx acknowledges that Purchasers have public reporting obligations and that Purchasers may make public communications in relation to a project related to a joint Procurement, including review, performance assessment and expectations. With the exception of paragraph (d) below, the Communication Policy does not apply to such project related communications by the Purchaser.**
4.       **Before the results of any public Procurement process (including award) are officially communicated by Metrolinx (including but not limited to the name of the successful Proponent and any pricing or evaluation result details), such results are considered Confidential Information as defined in this Agreement and shall not be disclosed without the express consent of Metrolinx.**

## SCHEDULE C SAMPLE TERMS OF REFERENCE

### 1. Objective

Metrolinx has entered into a Multi-Year Governance Agreement, effective February 1, 2019, with the transit service providers of various municipalities signatory thereto and certain other entities (the “**Purchasers**”) in order to facilitate the joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services (the “**Governance Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Governance Agreement.

Pursuant to the terms and conditions set out in the Governance Agreement, Metrolinx now wishes to facilitate the joint procurement (the “**Procurement**”) of [insert a brief description of the goods and/or services to be procured] (the “**Deliverables**”), as described more fully below under [Technical Specifications/Scope of Work]. The purpose of these Terms of Reference (“**TOR**”) is to set out the terms upon which Metrolinx proposes to facilitate the Procurement and enter into a Master Agreement with the Supplier, under the terms and conditions set out in the Governance Agreement. Metrolinx reserves the right to amend these Terms of Reference at any time with notice to the Purchasers.

### 2. Prospective Purchasers

The following Purchasers have indicated an interest in participating in the Procurement:

[Insert the list of the Purchasers who have expressed an interest in participating in the Procurement.]

It is noted that, as set out in the Governance Agreement, participation by Purchasers in any joint Procurement is voluntary up to five (5) Business Days following the Steering Committee’s recommendations that Metrolinx enter into a Master Agreement with the successful Supplier, pursuant to Section 4.8 of the Governance Agreement (Award of a Master Agreement). If a Purchaser decides not to participate in a particular Procurement within these five (5) Business Days, it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

### 3. Term

The proposed Master Agreement shall have a term of [insert number of years] years. [Include a description of any Option Years, if applicable.]

### 4. Projected Timetable

The following timetable is tentative only, and may be changed by Metrolinx at any time in its sole discretion.

| Event | Date |
|-------|------|
|       |      |
|       |      |
|       |      |
|       |      |
|       |      |
|       |      |

5. **Technical Specifications / Scope of Work**

[Insert summary of the Technical Specifications/Scope of Work of the Deliverables.]

6. **Procurement Process**

(a) Evaluation

As described more fully in the Procurement Documents, the proposals will be evaluated using the following criteria:

- (i) [Insert evaluation criteria – i.e. total contract price, proponent qualifications, etc.]

7. **Services to be Provided by Metrolinx<sup>1</sup>**

(a) Joint Procurement Initiative

Metrolinx will fund the services of its internal Transit Procurement Initiative Project Team to assist the Steering Committee, Technical Committee and Purchasers on the planning of the Procurement, including the development of the RFP & Technical Specifications, support during pre-production meetings, up until the point the Goods and/or Services are accepted by the Purchasers, and Contract Management related issues during the contract period. The cost for such services are currently funded by the Metrolinx operating budget, a Participation Fee may apply if Metrolinx, in its sole discretion, deems that funding support is required.

(b) Fairness Commissioner

Metrolinx shall alone and in its sole and absolute discretion, procure, retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the Procurement Documents and any Procurement Policies required to be followed by Metrolinx.

(c) Third Party Inspection Services

The Steering Committee may decide that inspection services are required for the Procurement. This third party supplier shall perform inspection services of the buses at the Supplier's facility, or dealer location, on behalf of the Purchasers. The cost for such services shall be identified and included in the Participation Fee unless Metrolinx decides, in its sole discretion, to pay for such cost.

(d) Configuration Checklist

If Metrolinx and the Steering Committee determine that third party inspection services are unnecessary at the Supplier's facility or dealer location. Metrolinx shall create a configuration checklist which is to be reviewed by the Steering Committee and the Supplier shall conduct pre-delivery inspections according to such checklist. Post-delivery inspections will be conducted by each Purchaser. Any participating Purchaser may retain and fund their own inspection services.

8. **[Participation Fee]<sup>2</sup>**

[Each Purchaser shall pay a participation fee equal to \$[ ] for each [insert name of Good/Service] purchased by the Purchaser during the Term of the Master Agreement and during any Option Year, inclusive of applicable taxes, to be remitted to Metrolinx.]

9. **Amendment**

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<sup>1</sup> Note to Draft: To include each of the below clauses if applicable.

<sup>2</sup> Note to Draft: To be included if applicable.

Metrolinx reserves the right to amend, change or supplement these TOR at any time in its sole discretion upon notice to the Steering Committee. Metrolinx will consult with the Steering Committee prior to amending, changing or supplementing the TOR.

*[Remainder of page intentionally left blank]*

**ACKNOWLEDGEMENT OF TERMS OF REFERENCE:**

Re: [Insert name of Procurement]

I, [insert name of Steering Committee Member], a member of the Steering Committee Member representing [insert name of Purchaser], having read and understood these Terms of Reference, hereby acknowledge that the Terms of Reference are the terms upon which Metrolinx proposes to facilitate the joint Procurement of [insert name of Deliverables] and enter into a Master Agreement with the successful Proponent, subject to the Governance Agreement, effective [insert effective date].

\_\_\_\_\_  
Signature of Steering Committee Member

\_\_\_\_\_  
Date

**SCHEDULE D  
PURCHASER INFORMATION SHEET**

1. **Legal name of organization**

The Corporation of the City of Sault Ste. Marie

2. **Contact information**

Mailing address, e-mail and fax number for notices:

Brent Lamming

99 Foster Drive, Sault Ste. Marie ON P6A 5X6

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

Fax: 705-759-6605

3. **Steering Committee Member** **Alternate Member**

|              |                                                                      |                                                                    |
|--------------|----------------------------------------------------------------------|--------------------------------------------------------------------|
|              | Brent Lamming                                                        | Nicole Maione                                                      |
| Title:       | Director, Community Services                                         | Manager Transit and Parking                                        |
| Address:     | 99 Foster Drive, Sault Ste. Marie<br>ON P6A 5X6                      | 111 Huron Street, Sault Ste. Marie<br>ON P6A 5P9                   |
| Telephone #: | 705-759-5314                                                         | 705-759-5434                                                       |
| E-mail:      | <a href="mailto:b.lamming@cityssm.on.ca">b.lamming@cityssm.on.ca</a> | <a href="mailto:n.maione@cityssm.on.ca">n.maione@cityssm.on.ca</a> |
| Fax #:       | 705-759-6605                                                         | 705-759-5834                                                       |



**SCHEDULE E**  
**SAMPLE COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION**

The Council/Board/Commission for

[Insert legal name of municipality/Purchaser]

hereby authorizes the future signing by

[Insert title of agent authorized to sign on behalf of municipality/Purchaser]

of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the “**Governance Agreement**”) for the purpose of purchasing certain transit system vehicles, equipment, technology, facilities and related supplies and services on an exclusive basis from suppliers selected pursuant to public procurement processes facilitated by Metrolinx, on terms and conditions set out in the relevant procurement documents and in the Governance Agreement between, among others, Metrolinx and

[Insert legal name of municipality/Purchaser]

In addition, the Council/Board/Commission authorizes

[Insert title of Steering Committee Member]

to perform any action, and provide any required recommendations, instructions and approvals to complete the procurements within the scope of the Governance Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence, and to exercise the Council/Board/Commission’s rights of early termination in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) of the Governance Agreement.

This By-law/Resolution was adopted by the Council/ Board/Commission of

[Insert legal name of municipality/Purchaser]

on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Member of Council/Governing Board/Commission*

\_\_\_\_\_  
*Member of Council/Governing Board/Commission*

## **SCHEDULE F CONFIRMATION AGREEMENT**

**THIS INSTRUMENT** of accession forms part of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, made as April 1, 2019, together with the Schedules attached thereto, as each may be amended, restated, supplemented or otherwise modified from time to time, by and among Metrolinx and certain other parties (the “**Governance Agreement**”). Capitalized terms used herein have the meanings ascribed to them in the Governance Agreement.

**WHEREAS** pursuant to Section 6.3 of the Governance Agreement, Metrolinx has the right to add Purchasers as Parties to the Governance Agreement, and, once added as a Party such proposed Purchaser shall become a Purchaser;

**AND WHEREAS** The Corporation of the City of Sault Ste. Marie is a Purchaser, as that term is defined in the Governance Agreement, and wishes to be added as a Party to, and become a Purchaser under, the Governance Agreement;

**NOW THEREFORE** in consideration of the mutual covenants of the Parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Corporation of the City of Sault Ste. Marie and Metrolinx hereby agree as follows:

- (a) This Confirmation Agreement is a counterpart to the Governance Agreement and that, by execution and delivery hereof, The Corporation of the City of Sault Ste. Marie becomes and agrees to be a Party to the Governance Agreement.
- (b) Subject to (i) The Corporation of the City of Sault Ste. Marie's compliance with the requirements set out in Section 6.1 of the Governance Agreement and (ii) the limitations set out in Section 6.3 of the Governance Agreement, The Corporation of the City of Sault Ste. Marie shall become a Purchaser for all purposes contemplated in the Governance Agreement.
- (c) The Corporation of the City of Sault Ste. Marie hereby agrees:
  - (i) to be bound by, and hereby confirms, all covenants, agreements, representations, warranties, consents, submissions, appointments and acknowledgements attributable to or made by a Purchaser in the Governance Agreement;
  - (ii) to perform any and all obligations required of a Purchaser by the Governance Agreement; and
  - (iii) that the representations and warranties set forth in the Governance Agreement and applicable to The Corporation of the City of Sault Ste. Marie are true and correct as at the effective date of this Confirmation Agreement.
- (d) This Confirmation Agreement shall be governed by the laws of the Province of Ontario.

**IN WITNESS WHEREOF** the Parties have caused this Confirmation Agreement to be duly executed as of January 11, 2021.

**THE CORPORATION OF THE CITY OF  
SAULT STE. MARIE**

**METROLINX**

Per:

Name: Christian Provenzano

Title: Mayor

Per:

Name: Rachel Tyczinski

Title: City Clerk

*I/We have authority to bind the corporation.*

Per:

Name:

Title:

*I have authority to bind the company.*

## THE CORPORATION OF THE CITY OF SAULT STE. MARIE

### BY-LAW NO. 2021-4

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 61 Great Northern Road (Sar-Gin Developments (Sault) Ltd.) (Ronald Sartor).

**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. **61 GREAT NORTHERN ROAD; LOCATED ON THE NORTHWEST CORNER OF GREAT NORTHERN ROAD AND CHAMPLAIN STREET; CHANGE FROM C4 TO C4.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 42/1-49 of Schedule “A” to By-law 2005-150, is changed from C4.S268 (General Commercial) zone with a “Special Exception” to C4.S268 Amended (General Commercial) zone with an amended “Special Exception”.

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by repealing section 2(268) and adding the following subsection 2(268) and heading as follows:

**“2(268) 61 Great Northern Road**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northwest corner of Great Northern Road and Champlain Street and having civic no. 61 Great Northern Road and outlined and marked “Subject Property” on the map attached as Schedule 268 hereto is changed from C4.S268 (General Commercial) zone with a “Special Exception” to C4.S268 Amended (General Commercial) zone with an amended “Special Exception”, to permit, in addition to those uses permitted in the C4.S268 zone and a C4 zone, the entire existing building (844.2m<sup>2</sup>) to be occupied by office space that is specifically engaged in providing medical, social and support services to the public.”

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 11<sup>th</sup> day of January, 2021.

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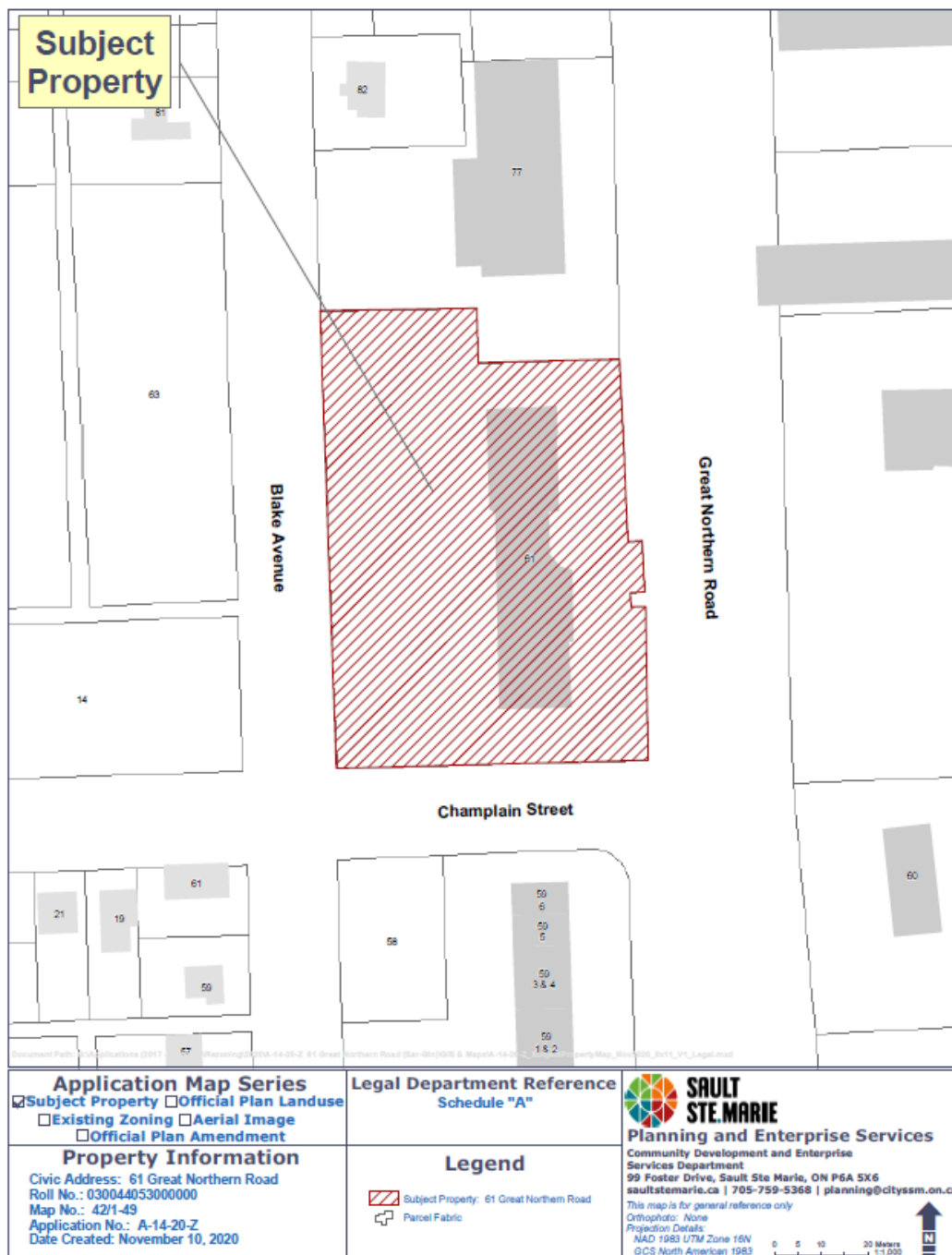
**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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SCHEDULE "A" TO BY-LAW 2021-4 AND  
SCHEDULE 268 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2021-5

A BY-LAW TO AUTHORIZE CERTAIN NEW CAPITAL WORK(S) OF THE CORPORATION OF THE CITY OF SAULT STE MARIE (THE "MUNICIPALITY"); TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC") FOR FINANCING OF SUCH CAPITAL WORK(S); TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET EXPENDITURES IN CONNECTION WITH SUCH CAPITAL WORK(S); AND TO AUTHORIZE LONG-TERM BORROWING FOR SUCH CAPITAL WORK(S) THROUGH THE ISSUE OF DEBENTURES TO OILC

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the "**Act**") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule "A" (the "**Capital Work(s)**") attached hereto and forming part of this By-law ("**Schedule A**") in the amount of the respective estimated expenditure set out in column (3) of Schedule "A", subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS in accordance with section 4 of Ontario Regulation 403/02 (the "**Regulation**"), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the "**Updated Limit**"), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule "A" (the "**Authorized Expenditure**" for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the "**Estimated Annual Amount Payable**") and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Local Planning Appeal Tribunal pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

AND WHEREAS subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other

way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long-term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after the year that is five years prior to the year of an application in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application in the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted or is in the process of submitting an application to OILC, as the case may be, (the "**Application**") to request financing for the Capital Work(s) by way of long-term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

AND WHEREAS OILC has accepted and has approved or will notify the Municipality only if it accepts and approves the Application, as the case may be;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$28,800,000 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
  - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
  - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
  - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and



- (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.
3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a "**Financing Agreement**") with OILC that provides for temporary and long-term borrowing from OILC under the authority of this By-law in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion of the Capital Work or of each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement which Financing Agreement provides that the information contained in the Record, as defined in the Financing Agreement, in respect of such temporary borrowings shall be deemed final, conclusive and binding on the Municipality, and on such other terms and conditions as such authorized officials may agree; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long-term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the "**Debentures**"); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule "A" in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay to OILC on account of any unpaid indebtedness of the Municipality to OILC under any outstanding temporary borrowing and/or the Debentures, as the case may be

(the “**Obligations**”) and to pay such amounts to OILC from the Consolidated Revenue Fund.

7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under any outstanding temporary borrowing and/or any Debenture outstanding pursuant to the Financing Agreement, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8.
  - (a) The Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement, to request and receive any temporary borrowing and to issue the Debentures, and the Treasurer is authorized to affix the Municipality’s municipal seal to any such documents and papers.
  - (b) The money realized in respect of any temporary borrowing for the Capital Work(s) and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to any such temporary borrowing and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 11<sup>th</sup> day of January, A.D. 2021.

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MAYOR-CHRISTIAN PROVENZANO

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CITY CLERK-RACHEL TYCZINSKI

**Schedule "A"**  
**to By-Law Number 2021-5**  
**(New Capital Work(s))**

| (1)                            | (2)                                    | (3)                              | (4)                |
|--------------------------------|----------------------------------------|----------------------------------|--------------------|
| <u>Capital Work<br/>Number</u> | <u>Description of Capital<br/>Work</u> | <u>Estimated<br/>Expenditure</u> | <u>Loan Amount</u> |
| CDES-2021-01                   | Twin Pad Arena Project                 | \$28,800,000                     | \$28,800,000       |

**Schedule “B”**

**Loan Application**

## Webloans Loan Application PDF

FA Number 1557

Application for Sault Ste. Marie, The Corporation Of The City Of

### Projects

| ID   | SIT<br>Project<br>ID | Project Name                                                 | Construction/Purchase<br>Start | Construction/Purchase<br>End | Project Cost    | OILC Loan Amount |
|------|----------------------|--------------------------------------------------------------|--------------------------------|------------------------------|-----------------|------------------|
| 1417 | 1                    | Twin Pad Arena Project W J<br>McMeeken Centre<br>Replacement | 12/07/2020                     | 09/01/2022                   | \$28,800,000.00 | 28,800,000.00    |

### Details of Project Twin Pad Arena Project W J McMeeken Centre Replacement

Project Category Recreation Infrastructure

Work Type Other Rec Infrastructure Proj

Other Description Arena Replacement Project

Project Name Twin Pad Arena Project W J McMeeken Centre Replacement

Construction/Purchase Start 12/07/2020

Construction/Purchase End 09/01/2022

Energy Conservation ☐

Project Address 1 558 Goulais Avenue

Project Address 2

City / Town Sault Ste Marie

Province ON

Postal Code P6C 6A7

**Description** Replacement of a 52 year old single pad arena that is experiencing major infrastructure problems. To be replaced with a twin pad arena of approximately 86,000 sq ft. which will add one additional ice surface to the community. New arena will be integrated into the existing Northern Community Centre, which includes an indoor turf facility as well is home to the 55+ Active Living Centre and multi-use community space. Design includes 2 NHL Size Ice Pads (85' x 200'), 10 accessible player change rooms. 2 accessible referee change rooms, spectator seating for each pad. As well new community meeting rooms and gathering areas will be included. Other amenities: -elevated barrier free lobby for viewing into rinks -concession -management offices -public washrooms, including universal washrooms -ticket office -skate sharpening room/Pro Shop -potential to add walking track in future -750 spectator seating capacity in ice pad 1 -300 spectator seating capacity in ice pad 2 -Standing / seating areas for viewing to both rinks -Ice Plant (refrigeration equipment / ice resurface room) -Storage

**Comments and/or Special Requests**

The addition of one ice surface was demonstrated by a comprehensive ice utilization study completed by Leisure Plan which took into account the community demographics, a higher participation rate in ice sports in Sault Ste. Marie versus provincially and the use of ice time by user groups at facilities outside of the community.

Project Life Span (Years)

35

**Project Financial Information**

Project Cost (A)

\$28,800,000.00

Other Project Funding / Financing (B):

Other Project Funding/Financing Total (B)

\$0.00

OILC Loan Amount (A-B)

\$28,800,000.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date

Amount Term

Type

02/01/2021

\$28,800,000.00

25

Amortizing

Long-term Borrowing Total

\$28,800,000.00

**Debt and Re-payments Summary**

Has there been any new/undisclosed debt acquired since last FIR was submitted?

☐ Yes ☒ No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

**Non Re-payments of Loans or Debenture**

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

**OILC Loan Repayment Information**

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation

100.00

User Fees

0.00

Service Charges

0.00

Development Charges

0.00

Connection Fees

0.00

Repayment Subsidies

0.00

Other

Total

100.00%

## Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

☒ I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

**Please note: OILC retains the right to request and review any additional information or documents at its discretion.**

### **Confidential Information**

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

## Infrastructure Ontario

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**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-6**

**AGREEMENT**: A by-law to authorize the execution of the Amending Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Veterans for funding to support the restoration of the Memorial Tower.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Veterans, a copy of which is attached as Schedule "A" hereto. This Amending Agreement is for funding to support the restoration of the Memorial Tower.

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 11<sup>th</sup> day of January, 2021.

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**MAYOR - CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**



**AMENDMENT**

Both parties agree to amend and add the following terms and conditions to the Partnership Contribution Agreement, signed August 26, 2020, to change the end date of the Partnership Contribution Agreement to August 31, 2021.

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as represented by the Minister of Veterans Affairs Canada  
(the “Minister”)

**AND**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE** as represented by the Mayor and City Clerk  
(the “Recipient”)

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

All other sections contained in the Partnership Contribution Agreement remain unchanged, and in the event of any inconsistencies, the provisions of the current Amendment take precedence over those of the original Partnership Contribution Agreement.

**IN WITNESS WHEREOF** having read the Amendment to the Contribution Agreement, the parties have signed:

**For the CORPORATION OF THE CITY OF SAULT STE. MARIE** as represented by the Mayor and City Clerk

at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Per: \_\_\_\_\_  
Christian Provenzano, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rachel Tyczinski, City Clerk

\_\_\_\_\_  
Witness

**For HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the  
Minister of Veterans Affairs Canada**

at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Per: \_\_\_\_\_  
Rick Christopher, Assistant Deputy Minister  
Strategic Policy and Commemoration  
Veterans Affairs Canada

\_\_\_\_\_  
Witness

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-7**

**APPOINTMENTS TO LOCAL BOARDS:** A by-law to appoint members to various Local Boards in the City of Sault Ste. Marie.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

**1. APPOINTMENTS TO THE MUNICIPAL HERITAGE COMMITTEE**

The following persons are hereby appointed as members of the Local Municipal Heritage Committee pursuant to the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, s. 28 and pursuant to the terms of By-law 2003-117 from January 11, 2021 to December 31, 2022:

Councillor M. Shoemaker  
Deane Greenwood  
Mark Jones  
Kaitlin Kazmierowski  
Sean Meades  
Harvey Robinson  
Jami van Haaften  
Alexander White  
Alicia Wood-Salomon

**2. APPOINTMENTS TO THE FENCE VIEWERS COMMITTEE**

- (a) The following persons are hereby appointed as fence-viewers for the City of Sault Ste. Marie pursuant to the *Line Fences Act*, R.S.O. 1990, c. L.17 and amendments thereto from January 11, 2021 to December 31, 2022:

Elizabeth Filice  
Shannen Scott  
Alexander White

**(b) PER DIEM RATE**

Each fence-viewer shall be paid the sum of \$50.00 for each day's work done under the *Line Fences Act*.

3. **APPOINTMENTS TO THE COMMITTEE OF REVISION**

The following persons are hereby appointed as members of the Sault Ste. Marie Committee of Revision pursuant to Section 19 of O. Reg 586/06 filed under the *Municipal Act*, 2001, S.O. 2001, c.25 and amendments thereto from January 11, 2021 to December 31, 2022:

Elizabeth Barban  
Katie Blunt  
Elizabeth Filice

4. **APPOINTMENTS TO PROPERTY STANDARDS COMMITTEE**

The following persons are hereby appointed as members of the Sault Ste. Marie Property Standards Committee pursuant to Section 15.6 of the *Building Code Act*, 1992, S.O. 1992, c. 23 and amendments thereto and pursuant to the terms of By-law 2012-9 from January 11, 2021 to December 31, 2022:

Isaiah Bressan  
Jordan Derochie  
Elizabeth Filice

5. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

**PASSED** in Open Council this 11<sup>th</sup> day of January, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW 2021-8**

**AGREEMENT**: A by-law to authorize the execution of the Agreement between the City and WSP Canada Inc. to provide engineering services for the design and contract administration of the reconstruction of Angelina Avenue.

**THE COUNCIL** of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated December 17, 2020 between the City and WSP Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide engineering services for the design and contract administration of the reconstruction of Angelina Avenue.

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 11<sup>th</sup> day of January, 2021.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – RACHEL TYCZINSKI**

2017

Consulting Engineers of Ontario (CEO)  
in partnership with the  
Municipal Engineers Association (MEA)

**CLIENT/ENGINEER AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Reconstruction of Angelina Avenue, Sault Ste. Marie, Ontario

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

Dated the 17 day of December A. D. 2020

**-BETWEEN-**

**THE CORPORATION OF** The City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

WSP Canada Inc.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to (Description of Project)

Reconstruction of Angelina Avenue

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:



## DEFINITIONS

1. **Engineer**

In this Agreement, the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

2. **Services -**

3. **RFP -**

4. **Addenda –**

5. **Order of Precedence:**

- i. Addendums
- ii. Request for Proposal issued
- iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

#### 1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

#### 1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

#### 1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

#### 1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### 1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$ 2,000,000.00 per occurrence and in the aggregate for general liability and \$ 2,000,000.00 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$ 1,000,000.00 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not

be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.

- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.
- 2) Mediation
- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
  - b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
  - c) If not agreement is reached within twenty (20) business days of the selection of the Mediator of if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
  - d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
  - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- 3) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client
- Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
    - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

#### 1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

#### 1.23 **Estimates, Schedules and Staff List**

##### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

##### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

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### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

### **1.24 Additional Conditions**

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.



## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal.
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### 3.2 Basis of Payment (Strike out those that do not apply)

#### ~~3.2.1 Fees Calculated on a Percentage of Cost Basis~~

~~The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:~~

#### CALCULATION OF FEE

| TYPE OF SERVICE | PERCENTAGE |
|-----------------|------------|
|                 |            |
|                 |            |
|                 |            |
|                 |            |
|                 |            |

### **3.2.2      Fees Calculated on a Time Basis      (Contract Administration / Site Inspections)**

#### **3.2.2.1      Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade:              Hourly Rate:      (in accordance with the rates identified on the Time-Task Matrix)

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

#### **3.2.2.2      Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

### **3.2.3      Lump Sum Fee      (Detailed Design including Geotechnical & Tendering)**

#### **3.2.3.1      Lump Sum Fee Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 12% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

### **3.2.4      Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.2.5      Upset Cost Limit**

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$ 268,850 plus applicable taxes made up as follows:

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- (i) \$ 268,850 plus applicable taxes for Core Services as described in Schedule A; and,
- (ii) \$ 0 plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

### 3.3 **Payment**

#### 3.3.1 **Fees Calculated on a Time Basis** (Contract Administration and Site Inspections)

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

#### ~~3.3.2 **Fees Calculated on a Percentage of Cost Basis**~~

##### ~~a) Monthly Payment~~

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of        percent (       percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

##### ~~b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.~~

##### ~~c) Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within        months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the        months will be undertaken on a time basis.~~

##### ~~d) On Completion of the Work~~

~~Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

### **3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12 % per annum.

#### ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER:** WSP Canada Inc.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 17 Day of December, 2020

|           |                                                                                   |
|-----------|-----------------------------------------------------------------------------------|
| Signature |  |
| Name      | David Spacek, P.Eng.                                                              |
| Title     | Manager of Municipal Infrastructure - Northern Ontario                            |

**THE CORPORATION OF** The City of Sault Ste. Marie

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

|           |                      |           |                              |
|-----------|----------------------|-----------|------------------------------|
| Signature |                      | Signature |                              |
| Name      | Christian Provenzano | Name      | Malcolm White                |
| Title     | Mayor                | Title     | Chief Administrative Officer |

## ARTICLE 5 – ATTACHMENTS

*Attach copies of Request for Proposal and Proposal Submission documents if required.*

1. Supplementary Conditions
2. Request for Proposal
3. Proposal Submission Documents

### **Indemnification**

The Consultant 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 Consultant'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 Consultant, 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 Consultant.

### **Insurance**

Without restricting the generality of the requirement to indemnify the City, the Consultant shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the City's Risk Manager. Listed below are the minimum insurance requirements deemed necessary for the Contract by the City's Insurance and Risk Manager.

#### **Commercial General Liability Insurance**

Commercial General Liability ("CGL") insurance must include the City as an Additional Insured, with limits of five million dollars (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months) and Standard Non-Owned Automobile liability endorsement.

#### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Consultant.

#### **Professional Liability Insurance**

Professional Liability Insurance coverage must have limits of two million dollars (\$2,000,000.00) inclusive per claim, covering services or activities that are professional in nature and excluded under the CGL policy.

The City will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.



Such coverage must in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously by the Consultant from either the commencement of the Services or the signing of the Contract, whichever is earliest. The policies must be endorsed to provide the City with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced, by the Consultant only upon Contract award, on the City's standard Certificate of Insurance form.



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

## **Request for Proposal**

City of Sault Ste. Marie

Engineering Services  
Reconstruction of Angelina Avenue- Wellington Street East to Caesar Road

October 15, 2020

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**Request for Proposal**

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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## Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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## **SECTION 1**

### 1. INFORMATION TO PROPONENTS

#### **1.1. Introduction**

The City of Sault Ste. Marie is requesting proposals from Vendors of Record (VOR) within the Linear Municipal Infrastructure Category to provide engineering services associated with proposed reconstruction of Angelina Avenue from Wellington Street East to Caesar Road.

Engineering services required for this project include the design, contract administration and field inspection associated with reconstruction of the road, watermain, storm sewers and sanitary sewers.

#### **1.2. Date, Place and Methodology for Submitting Proposals**

Submissions for this Request for Proposal will be accepted in electronic format (preferred) or printed format (addressed as outlined below) until Thursday, November 5th, 2020 at 11:00 a.m. local time (Eastern). **Late submissions will not be accepted and may be returned upon request at the Proponent's expense.**

***Electronic submissions*** must be sent to the following email address:

[proposals.engineering@cityssm.on.ca](mailto:proposals.engineering@cityssm.on.ca)

with this subject line:

Proposal – Electronic Submission – Engineering Services – Reconstruction of Angelina Avenue – Wellington Street East to Caesar Road

Electronic submissions must be in pdf format (either native or compressed (zipped)) only. Links to drop boxes or other forms of cloud storage are not acceptable. Emails including the Quotation are limited to 10 MB or less. Electronic submissions must be complete in every way meeting the requirements of printed submission; save and except the provision of multiple copies. The date stamp provided by the City's email server will be the official time of receipt. Bidders should recognize that delays may develop during delivery of electronic submissions of a quotation and submit their quotation well in advance of the time and date set for closing. The City accepts no responsibility for these delays.

Proponents agree to submit a printed original version of their electronically submitted Proposal including all attachments **immediately upon request only** by mail, courier or hand delivery.

## Request for Proposal

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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**Printed submissions for this Request for Proposal will be considered although it is preferred that an electronic version be submitted.**

**Printed submissions** must be sealed in an envelope or package properly marked as to contents (“**ENGINEERING SERVICES – RECONSTRUCTION OF ANGELINA AVENUE – WELLINGTON STREET EAST TO CAESAR ROAD**”) and may be delivered by mail, courier, or hand delivery to:

The City of Sault Ste. Marie  
Engineering Division  
Attn: Carl Rumiel  
99 Foster Drive – Level 5  
Sault Ste. Marie, Ontario, P6A 5X6

Proposals should be limited to fifteen (15) pages, single sided including appendices; including the Letter of Introduction. **The Letter of Introduction (required) must affirm that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.**

For printed submissions, four (4) complete sets of the Proposal documents are to be submitted – one (1) marked as “**Original**” and three (3) sets marked as “**Copy**”.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

**The Contact Person for this RFP is Mr. Carl Rumiel, Manager, Design and Transportation Engineering; email [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca); telephone 705-759-5379**

It will be the Proponent’s responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

### **1.3. Errors, Omissions, Clarifications**

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email only** to Mr. Carl Rumiel, Manager, Design and Transportation; email [c.rumiel@cityssm.on.ca](mailto:c.rumiel@cityssm.on.ca).

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email [t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca).

**Request for Proposal**

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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**1.4. Withdrawal/Decline of Proposal**

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

**1.5. Informal Proposals**

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

**1.6. Proposal Evaluation**

All proponents have been prequalified on the City's VOR list. Therefore, the successful proponents will be selected based on evaluation of the proposal utilizing a rating system which considers the requirements mentioned below.

A committee composed of City staff will be used in the selection process and the following points will be scored:

- 1) Consulting team's ability outlining expertise in municipal road construction including watermain, storm and sanitary sewer. Include relevant past experience on similar projects;
- 2) Detailed proposed work program methodology;
- 3) A detailed schedule recognizing critical deliverables, progress meetings and timelines; and
- 4) A fee schedule indicating the name, role and rate of pay for each individual assigned to the project. The total cost of the engineering assignment shall include work up to and including the final construction. No further payment will be made above this figure unless authorized in advance by the City. The successful consultant will be required to enter into a standard MEA/CEO agreement for engineering services. These terms of reference will form part of that agreement.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the proposal with the lowest price or any other proposal.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

**Request for Proposal**

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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**Proponents are also required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing. The letter shall also include the following statement:**

**I/We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes \_\_\_ No \_\_\_**

**1.7. Site Inspection and Requirements of Work**

Proponents are required to submit their proposals upon the conditions that they shall satisfy themselves by personal examination of the location of the proposed works, and by such other means, as they may prefer, as to the actual conditions and requirements of the work.

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca. Failure to comply with the requirements of this Program will result in loss of the contract.

**1.8. Proposal Left Open**

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

**1.9. Schedule**

- (A) Release of RFP: October 15, 2020
- (B) Submission of Proposal: November 5, 2020
- (C) Recommendation of Award: November 30, 2020
- (D) Signing of Agreement: December 1, 2020 (pending Council approval)
- (E) Commencement of Services: December 1, 2020
- (F) Construction Commencement: Spring 2021

The City reserves the right to alter the scheduling of items "C" to "F". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

## **Request for Proposal**

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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### **1.10. Incurred Costs**

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

### **1.11. Alterations to Documents**

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

### **1.12. Confidentiality & Post-Award Comment**

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

### **1.13. Municipal Freedom of Information & Protection of Privacy Act**

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the *Act*. The *Act* gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the *Act*.

### **1.14. Indemnification**

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in



## **Request for Proposal**

City of Sault Ste. Marie

Engineering Services – Reconstruction of Angelina Avenue-Wellington Street East to Caesar Road

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consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper field inspection practices in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

## **SECTION 2**

### **2. TERMS OF REFERENCE**

#### **2.1. Introduction**

The City of Sault Ste. Marie is requesting proposals for engineering services associated with proposed reconstruction of Angelina Avenue from Wellington Street East to Caesar Road.

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated storm sewers, sanitary sewers and watermain.

Therefore the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. The detailed total station survey will be completed by a City survey crew.

#### **2.2. Existing Documentation**

It will be up to the Proponent to request existing as-constructed drawings and records from the City Engineering Division.

#### **2.3. Municipal Class Environmental Assessment Requirements**

This project is a Schedule A+ Municipal Class EA.

## **2.4. Design of the Proposed Improvements**

The successful consultant will use engineering principles to re-design a municipal road that meets current City standards.

## **2.5. Project Requirements**

### Communications - Meetings, Workshops and Public Information Centres

The minimum is expected to be:

- Two Design Meetings with City staff
- One Public Information Session
- Contract/ tender preparation
- Contract administration
- Resident site inspection

### Project Scope and Time-Frame

The project will be tendered in March of 2021 with construction completed by November 2021 pending Council approval of the capital construction plan. The successful Proponent will be able to start immediately following an agreement approval by Council in November 2020.

**Note: The project has been approved for design only, construction is not in the 2021 budget at this time. The project may not proceed to construction in 2021.**

## **2.6. Project Deliverables**

The project deliverables shall include:

- Preliminary Design Reports
- Production and distribution of public notices
- Preparation of design and construction drawings
- MOECC ECA application package for storm and sanitary sewers
- Preparation of all contract documents
- Contract Administration

# RECONSTRUCTION OF ANGELINA AVENUE FROM WELLINGTON STREET EAST TO CAESAR ROAD ENGINEERING SERVICES

## SERVICE PROPOSAL



WSP  
185 EAST STREET  
SAULT STE. MARIE, ON  
CANADA P6A 3C8

T: +1 705 942-2070  
F: +1 705 942-3532  
wsp.com



**SAULT  
STE. MARIE**





November 5, 2020

**CORPORATION OF THE CITY OF SAULT STE. MARIE**

Carl Rumiel, P.Eng.  
Design & Construction Engineer  
The City of Sault Ste. Marie  
Engineering Division  
99 Foster Drive – 5th Floor  
Sault Ste. Marie, Ontario, P6A 5X6

Dear Mr. Rumiel:

**Subject: Reconstruction of Angelina Avenue from Wellington Street East to Caesar Road**

Thank you for the opportunity for WSP Canada Inc. (WSP) to submit an electronic copy of our response to perform the Design and Contract Administration Services required for the completion of the Reconstruction of Angelina Avenue from Wellington Street East to Caesar Road.

Our proposal has been prepared in response to The City of Sault Ste. Marie's (the City) RFP and addresses our understanding of the City's objectives for the project and our Work Plan and Project Understanding.

WSP has the capacity to deliver the full scope of the proposed project indicated in the RFP from our Sault Ste. Marie office. We will be able to assign dedicated staff to ensure this project is delivered in accordance with the City's quality and schedule expectations.

We confirm that the Signee is authorized to bind WSP Canada Inc. to the contents of the Proposal, including pricing.

We confirm that the Corporation, its Officers and Directors; and Supervisory staff have not been convicted of an Offence under the Occupational Health and Safety Act, nor the Workplace Safety and Insurance Act: Yes ☒ No ☐

We trust our submission meets with your approval and we look forward to the opportunity to work with the City on this project. If you have any questions regarding our submission or services, please do not hesitate to contact the undersigned at 705-942-2070.

Yours sincerely,

David Spacek, P.Eng., PMP  
Manager of Municipal Infrastructure - Northern Ontario

WSP ref.: 2068015

185 EAST STREET  
SAULT STE. MARIE, ON  
CANADA P6A 3C8

T: +1 705 942-2070  
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# 1 PROJECT UNDERSTANDING

The City of Sault Ste. Marie is requesting proposals for engineering services associated with the proposed reconstruction of Angelina Avenue from Wellington Street East to Caesar Road which is approximately 250 m in length.

Engineering services required for this project include the design, contract administration and field inspection of a municipal road including the associated storm sewers, sanitary sewers, and watermain.

It is understood the successful proponent will collect and analyze information to develop recommendations, design, prepare tender documents and administer contracts for the construction of the proposed works. It is understood the detailed total station survey will be completed by a City survey crew. It is also understood that it will be the responsibility of the successful proponent to request existing as-constructed drawings and records from the City Engineering Division.

This project is a Schedule A+ Municipal Class EA. The successful proponent will be required to prepare information displays and attend one public information session.

The design is to incorporate engineering principles to re-design a municipal road that meets current City standards.

## **Communications - Meetings, Workshops and Public Information Centres**

The minimum is expected to be:

- 2 Design Meetings with City staff;
- 1 Public Information Session;
- Contract/ tender preparation;
- Contract administration; and,
- Resident site inspection.

## **Project Scope and Timeframe**

The project will be tendered in March of 2021 with construction completed by November 2021 pending Council approval of the capital construction plan. We will be able to start immediately following an agreement approval by Council in November 2020.

## **Project Deliverables**

The project deliverables will include:

- Preliminary Design Reports;
- Production and distribution of public notices;
- Preparation of design and construction drawings;
- Cost Estimates;
- MECP ECA application package for storm and sanitary sewers;
- Preparation of all contract documents; and,
- Contract Administration.

## 2 OUR APPROACH

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### 2.1 PROJECT INITIATION & DATA COLLECTION

Immediately following the award of the project to WSP, a project initiation meeting will be held with the City, PUC, and the Sault Ste. Marie Regional Conservation Authority (SSMRCA). The Project Manager and Design Team will attend to discuss the Project in full and to review the project schedule and specific requirements of the work. At this meeting, WSP will collect all the existing information available for this Project from the City.

#### **Topographical Surveys**

WSP will review the topographical survey information provided by the City. Any additional surveying required for detailed design will be completed by WSP.

#### **Geotechnical Investigation**

WSP will complete a Geotechnical Investigation within the Project Limits that will comprise three (3) boreholes, equally spaced and advanced to a depth of 5.0 m below ground level. Retained soil samples from the Geotechnical Investigation will be reviewed by the Geotechnical Engineer and select samples would be submitted for laboratory testing. A detailed Geotechnical Report will be submitted outlining subsurface findings and recommendations related to the proposed roadway, including excavation requirements and general recommendations for groundwater control observed at time of drilling, recommendations for frost protection and evaluation of excavated materials for suitability of reuse as general fill. The Report will include borehole logs, photos and test results.

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### 2.2 DESIGN APPROACH

#### **Municipal Services Design**

WSP has allowed for the design of the replacement of these services as required. The detailed review of as-built drawings will further identify the affected services.

WSP will complete the necessary design of the new municipal services in accordance with the Ministry of Environment, Conservation and Parks (MECP) and the City of Sault Ste. Marie design guidelines. All new works will be modelled in AutoCAD Civil 3D to ensure interferences between services and structures are identified and considered in the design process.

#### **Road Design and Utilities**

WSP's design will reinstate all existing access while considering long term performance of the surface as well as reviewing positive drainage.

In addition to the road profile, WSP will also consult with local utilities (Union Gas, Bell, Shaw, PUC) to coordinate any potential service relocations.

#### **Preliminary Design Report**

Once all the design parameters are established, WSP will prepare a Preliminary Design Report for review and acceptance by the City. This Report will outline the design assumptions and summarize the preliminary engineering calculations for the sewer and watermain sizing. Once the Preliminary Design Report has been reviewed and approved, WSP will move into the Detailed Design phase of the Project.

## **Public Information Centre**

Once the design concept has been solidified, WSP will hold a Public Information Centre (PIC) at City Hall if provincial COVID 19 guidelines permit. Alternatively, a virtual PIC will be coordinated by WSP and the City. This will be useful in sharing the project with the affected residents and provide us with the opportunity to identify any concerns brought forward that may be considered during the detailed design phase of the Project.

## **Detailed Design**

Plan and Profile drawings, as well as construction details will indicate all the new Works, including the sanitary sewers, storm sewers, catch-basins, manholes, watermain, depths, grades, valves, fire hydrants, and other utilities. The design will meet all the requirements of the Ministry of the Environment, Conservation and Parks (MECP), Ontario Provincial Standards, City Standards, and current Best Practices.

WSP will provide construction cost estimates at each drawing submission to the City during the design development stage.

## **Preparation of Drawings & Specifications**

The development of drawings and specifications to detail the requirement of materials and specifications for construction will be created. As the design progresses, meetings at the 33%, 66% and 99% completion stages will be convened. QA/QC reviews will be conducted internally at each submission stage. Following the review 99% design and the receipt of comments, the final Tender Documents will be compiled.

All drawings will be completed to the City Drafting Standards using AutoCAD Civil 3D.

## **Environmental Compliance Approvals**

WSP will prepare the necessary Forms and Schedules as required for Ministry of the Environment, Conservation and Parks (MECP) approvals under the Transfer of Review.

## **Tender & Tender Report**

Following the submission of the final drawings and after instruction from the City, a public tendering process will commence. WSP personnel will be available to discuss any questions that may be raised during the Tendering Period from potential Bidders. If necessary, the appropriate Addenda will be issued if clarifications are required.

Following the close of Tenders, a Tender Report to Mayor and Council will be provided with a recommendation following our review of the Tenders received.

## **Contract Administration & Inspection Services**

WSP will provide Contract Administration and inspections of the Work for the project. Specific duties will include:

- Full-time inspections during construction (construction period of 26 weeks assumed);
- Review of shop drawings submitted by the Contractor;
- Prepare weekly inspection reports and daily logs;
- Monitor progress of the Contractor;
- Provide a liaison between the Contractor and the City, and affected neighbours;
- Prepare change orders and payment certificates; and,
- Collect and document “As-Constructed” information.



# 3 PROPOSED TEAM

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## 3.1 PRESENTATION OF THE PROPOSED TEAM

*DAVID SPACEK, P.ENG.*

*20+ YEARS EXPERIENCE*

*QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)*

Mr. Spacek has over 20 years' experience in civil and structural engineering. He is fully versed in the linear municipal servicing, structural, and roadway work required for this Project. He will serve as QA/QC on all submittals for this Project.

*MONTE LUCAS*

*40+ YEARS EXPERIENCE*

*PROJECT MANAGER / DESIGN LEAD*

Monte Lucas is a Senior Project Manager with more than 40 years of experience in the Civil Engineering field. He has solid project management skills complemented by high quality work standards.

Mr. Lucas is proficient in managing details with the ability to plan and schedule, analyse needs and priorities and carry out responsibilities in an independent manner. His innovative approach to problem solving enables the pro-active development of efficient solutions to challenges in a variety of work environments. Mr. Lucas is quietly assertive with solid communication and interpersonal skills.

Mr. Lucas has a broad experience in municipal infrastructure, private water distribution, land development, transportation and building infrastructure.

*JOSHUA DICERBO, EIT*

*3 YEARS EXPERIENCE*

*ASSISTANT PROJECT MANAGER / DESIGN TECHNICIAN*

Joshua DiCerbo is a Civil Engineering EIT as a Designer in the WSP Sault Ste. Marie office.

Mr. DiCerbo is experienced with the design of drinking water supply systems, sewage systems, site servicing, waste management planning, and contract administration. He is proficient in using modelling software such as EPA NET, EPA SWMM, and Visual OTTHYMO, and has carried out the design and analysis of linear infrastructure on multiple projects.

Joshua has also acted as Project Manager for various projects where he was responsible for tracking project progress, reviewing project schedules and budgets and responding to client inquiries in a timely manner. His effective communication and interpersonal skills are considered an asset to the overall project delivery experience.

*KENT MALCOLM, P.ENG.*

*30+ YEARS EXPERIENCE*

*GEOTECHNICAL ENGINEER*

Kent Malcolm is a senior engineer at WSP and manages and/or supervises geotechnical investigations, hydrogeological and environmental assessments and construction materials testing. Kent is registered with the Ministry of the Environment, Conservation and Parks (MECP) as "Qualified Persons – Environmental Site



Assessment” (QPESA). Mr. Malcolm has extensive experience in the geotechnical and environmental aspects of development having managed and coordinated numerous projects from conception through detailed design. Kent has been providing geotechnical consulting with respect to foundation design and earth structures, environmental audits for site contamination, hydrogeological assessments and septic design for over 30 years. He also provides skilled on-site construction quality control and offers a wide range of material testing services.

Mr. Kent Malcolm will be the geotechnical team lead for the WSP Team. He will be responsible for all administrative functions such as contract issues and invoicing. He will liaise with the WSP team, attend meetings and resolve any major issues on site. He will work with the technical advisor to ensure that the quality control/assurance is in place and that the contract is within the budget by adhering to a cost control plan.

*MICHAEL CARBONE*

*14 YEARS EXPERIENCE*

*SENIOR DRAFTING TECHNICIAN*

Michael Carbone is an AutoCAD Technologist working as a Senior Technician in the WSP Sault Ste. Marie office.

Throughout his work experience, Mr. Carbone has participated in drone surveys of municipal landfill sites, designed landfill closure plans, performed volume calculations and compliance studies. He has exposure to Phase One and Phase Two Environmental Site Assessments, Record of Site Conditions, Hazardous Building Materials Investigation, Mould and Indoor Air Quality Assessments, Legionella Investigations and Landfill Design and Operation as well as Building Science related work in the field of underground mining. Mr. Carbone was also responsible for 3D modeling of active headings and advancements, open stope design, long hole planning and the creation of blast plans.

Michael is proficient in using modelling software such as Civil 3D, AutoCAD Architectural, Promine and is well versed in the interpretation of construction drawings and specifications.

*MATTHEW RITCHIE, P.ENG.*

*12 YEARS EXPERIENCE*

*CONSTRUCTION ADMINISTRATOR / SITE INSPECTOR*

Matthew Ritchie is a Professional Engineer working within WSP’s Municipal Infrastructure division in the Sault Ste. Marie office. Matthew’s responsibilities include the contract administration, inspection and review of site servicing and road construction works to ensure conformance with drawings and contract documents for various municipal, residential, and commercial projects throughout Northern Ontario. He ensures proper construction of services, watermains and roads to municipal and regional standards including watermain testing procedures and supervision of earthworks. Matthew communicates with clients, project engineers, contractor representatives, and municipal authorities to ensure all necessary work is completed in order to obtain building permits and assumption.

The day to day responsibilities that Matthew is most familiar with include photographic and written record keeping; liaising with contractors, clients, and municipal officials; quantity measurements and verification; preparation of payment certificates, site instructions, request for quotations, change orders, change directives, chairing site meetings and producing meeting minutes, and various other project closeout duties that include equipment start-ups, preparation of as-built data and review of Operation and Maintenance Manuals.

Matthew has worked for the City of Sault Ste. Marie from 2008 to 2011 on various construction and survey projects and is very familiar with the City’s requirements. He brings a wealth of knowledge in design and construction practices to our team.

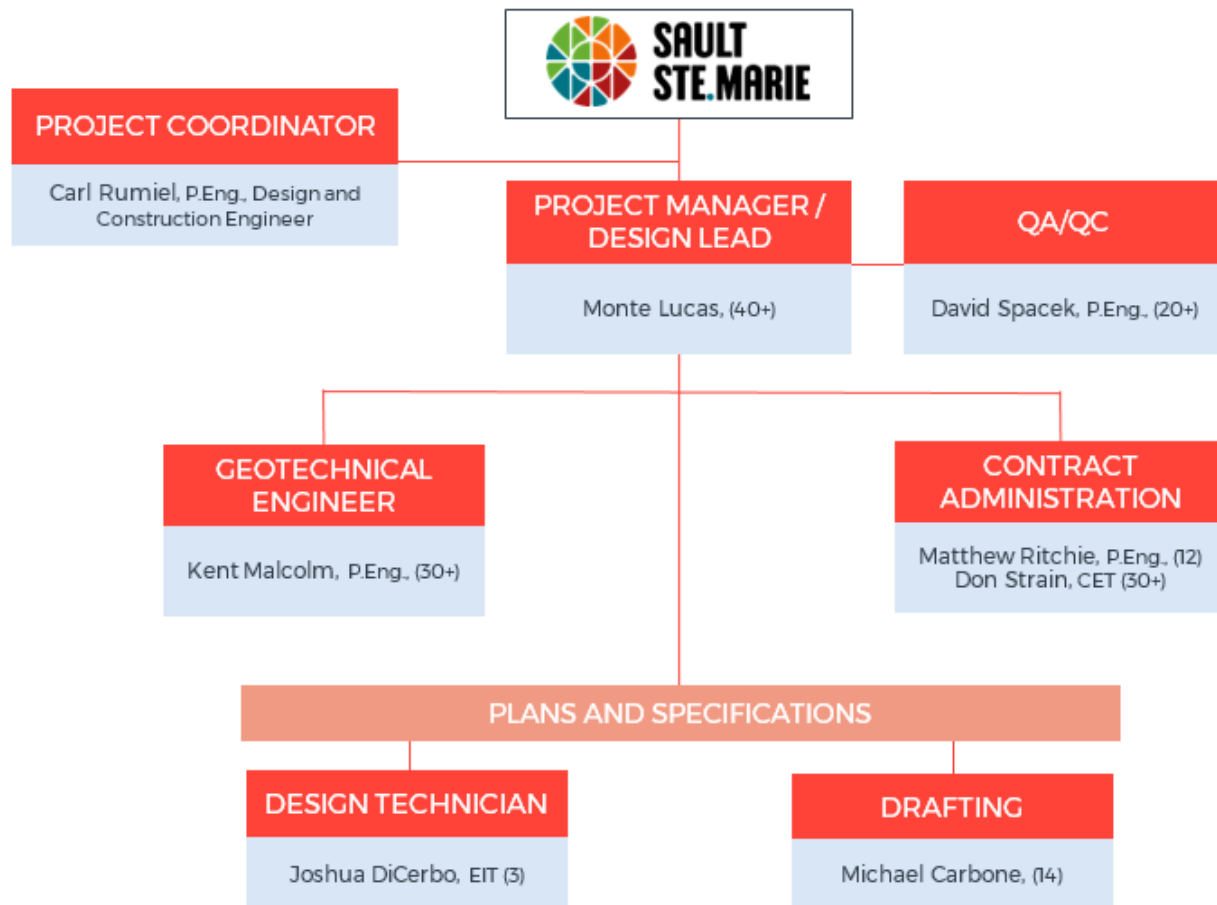
Mr. Strain is a Certified Civil Engineering Technologist with 30 years of experience in the construction and Municipal Infrastructure fields. Mr. Strain is fluent in various Engineering Technology design programs. He has a strong background in working with the Ministry of Transportation of Ontario, the Ministry of Natural Resources, and utility distribution companies, along with various field and surveying firms, giving him a firm grasp on the ins and outs of construction and consulting service requirements. Mr. Strain has represented WSP on various Projects for the City of Sault Ste. Marie.

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## 3.2 TABLE OF RESOURCES

| <i>NAME</i>             | <i>FUNCTION</i>                                     | <i>EXPERIENCE</i> |
|-------------------------|-----------------------------------------------------|-------------------|
| David Spacek, P.Eng.    | Quality Assurance / Quality Control (QA/QC)         | 20+ years         |
| Monte Lucas             | Project Manager / Lead Designer                     | 40+ years         |
| Joshua DiCerbo, EIT     | Assistant Project Manager / Designer                | 3 years           |
| Kent Malcolm, P.Eng.    | Senior Geotechnical Engineer                        | 30+ years         |
| Michael Carbone         | Senior Drafting Technician                          | 14 years          |
| Matthew Ritchie, P.Eng. | Construction Administrator / Site Inspector         | 12 years          |
| Don Strain, CET         | Alternative Contract Administrator / Site Inspector | 30+ years         |

### 3.3 ORGANISATIONAL CHART



**Figure 1 - WSP Organisational Chart**

Figures in parenthesis (xx) represent the years of experience.

## 4 RELATED EXPERIENCE

The projects below present a sample of relevant projects completed by WSP including contact information. The proposed team members identified above have been involved with some or all of the projects below.

### PROJECT NO. 1

#### KENOGAMI ROAD RECONSTRUCTION



#### LOCATION

Terrace Bay, ON, Canada

#### CLIENT

The Corporation of the Township of Terrace Bay

#### PROJECT VALUE

\$3 million CAD

#### STATUS

Completed 2019

#### REFERENCE

Stan Spadoni, Clerk/Treasurer  
Township of Terrace Bay  
(807) 825-3315

WSP is provided civil engineering design services and Contract Administration for the reconstruction of Kenogami Road in Terrace Bay Ontario.

---

#### SERVICES

- Prepare Base Drawings
- Develop Storm and Sanitary Sewer Design
- Present Preliminary Design Report
- Create and Distribute Public Notices
- Finalize Design and Construction Drawings
- Public Information Session
- Prepare Contract Specifications and Documents
- Prepare Construction Estimate
- MECP Environmental Compliance Approval
- Tendering
- Contract Administration

---

#### FEATURES

- Infrastructure Renewal
- Urban Residential Roadway
- Enhancement of Residential Neighbourhood

---

#### DESIGN TEAM

- David Spacek, P.Eng. (Engineer of Record)
- Monte Lucas (Senior Designer)
- Don Strain, C.E.T. (Contract Administrator)

## PROJECT NO. 2

# VAL RITA ROAD RESURFACING AND DRAINAGE IMPROVEMENTS



### LOCATION

Val Rita, Ontario, Canada

### CLIENT

Municipality of Val Rita-Harty

### PROJECT VALUE

\$1.5 million CAD

### STATUS

Completed 2018

### REFERENCE

Guillaume Richy, CAO

Municipality of Val Rita-Harty

Ph. 705-335-6146

The reconstruction of 660 metres of Avenue de l'Église, including storm sewers, grading and paving.

### SERVICES

- Prepare Base Drawings
- Develop Storm and Sanitary Sewer Design
- Present Preliminary Design Report
- Create and Distribute Public Notices
- Finalize Design and Construction Drawings
- Public Information Session
- Prepare Contract Specifications and Documents
- Prepare Construction Estimate
- MECP Environmental Compliance Approval
- Tendering
- Contract Administration

### FEATURES

- Infrastructure Renewal
- Urban Residential Roadway
- Enhancement of Residential Neighbourhood

### DESIGN TEAM

- David Spacek, P.Eng. (Engineer of Record)
- Monte Lucas (Senior Designer)
- Don Strain, C.E.T. (Contract Administrator)

PROJECT NO. 3  
LEO AVENUE RECONSTRUCTION



**LOCATION**

Sault Ste. Marie, Ontario, Canada

**CLIENT**

City of Sault Ste. Marie

**PROJECT VALUE**

\$1.9 million CAD

**STATUS**

Ongoing

**REFERENCE**

Carl Rumiel, P.Eng., Design and Construction Engineer

Dept. of Engineering and Planning

City of Sault Ste. Marie

Ph. (705)759-5379

Reconstruction of Leo Avenue from Queen Street East to Victoria Avenue including storm and sanitary sewers, watermains, appurtenances and service connections.

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**SERVICES**

- Prepare Base Drawings
- Develop Storm and Sanitary Sewer Design
- Present Preliminary Design Report
- Create and Distribute Public Notices
- Finalize Design and Construction Drawings
- Public Information Session
- Prepare Contract Specifications and Documents
- Prepare Construction Estimate
- MECP Environmental Compliance Approval
- Tendering
- Contract Administration

---

**FEATURES**

- Infrastructure Renewal
- Urban Residential Roadway
- Enhancement of Residential Neighbourhood

---

**DESIGN TEAM**

- David Spacek, P.Eng. (Engineer of Record)
- Monte Lucas (Senior Designer)
- Don Strain, C.E.T. (Contract Administrator)

## 5 PROJECT SCHEDULE

Table 1 below summarizes the proposed Project Milestones. A detailed GANTT Chart has been appended to this Proposal outlining the detailed design methodology and progress.

**Table 1 - Project Milestones**

|                                                                         |                                          |
|-------------------------------------------------------------------------|------------------------------------------|
| Project Kick-Off Meeting                                                | Week of December 1 <sup>st</sup> , 2020  |
| Completion of Geotechnical Investigation                                | Week of December 14 <sup>th</sup> , 2020 |
| Public Information Centre                                               | Week of January 18 <sup>th</sup> , 2021  |
| Drawings and Specifications – 33% ( <b>Prior to Design Meeting #1</b> ) | January 25 <sup>th</sup> , 2021          |
| Drawings and Specifications – 66% ( <b>Prior to Design Meeting #2</b> ) | February 16 <sup>th</sup> , 2021         |
| Drawings and Specifications – 99%                                       | March 10 <sup>th</sup> , 2021            |
| Project out for Tender                                                  | Mid March 2021                           |
| Contract Administration & Resident Site Inspections                     | May 2021 to November 2021                |

## 6 FEE PROPOSAL

### 6.1 DETAILED DESIGN AND CONTRACT ADMINISTRATION

The detailed design will be invoiced on a lump sum basis. The total cost is indicated below.

The contract administration is an item of work which is totally dependent on the length of time it takes to construct the work. Full-time inspection has been presented in this proposal. Full-time contract administration would include one (1) inspector for 60 hours per week in attendance. This inspector would be supported by senior staff (office support). The contract administration (CA) will be invoiced on a time and expense basis. For the purpose of providing an estimate of the CA services and inspections, we have assumed that the length of time to complete the construction is twenty-six (26) weeks.

A breakdown of the engineering fees is appended to this Proposal. The breakdown identifies the staff names, roles, hourly rates, number of hours associated with each task, as well as a total number of hours per staff member. Exclusions to the below fee have also been identified on this breakdown.

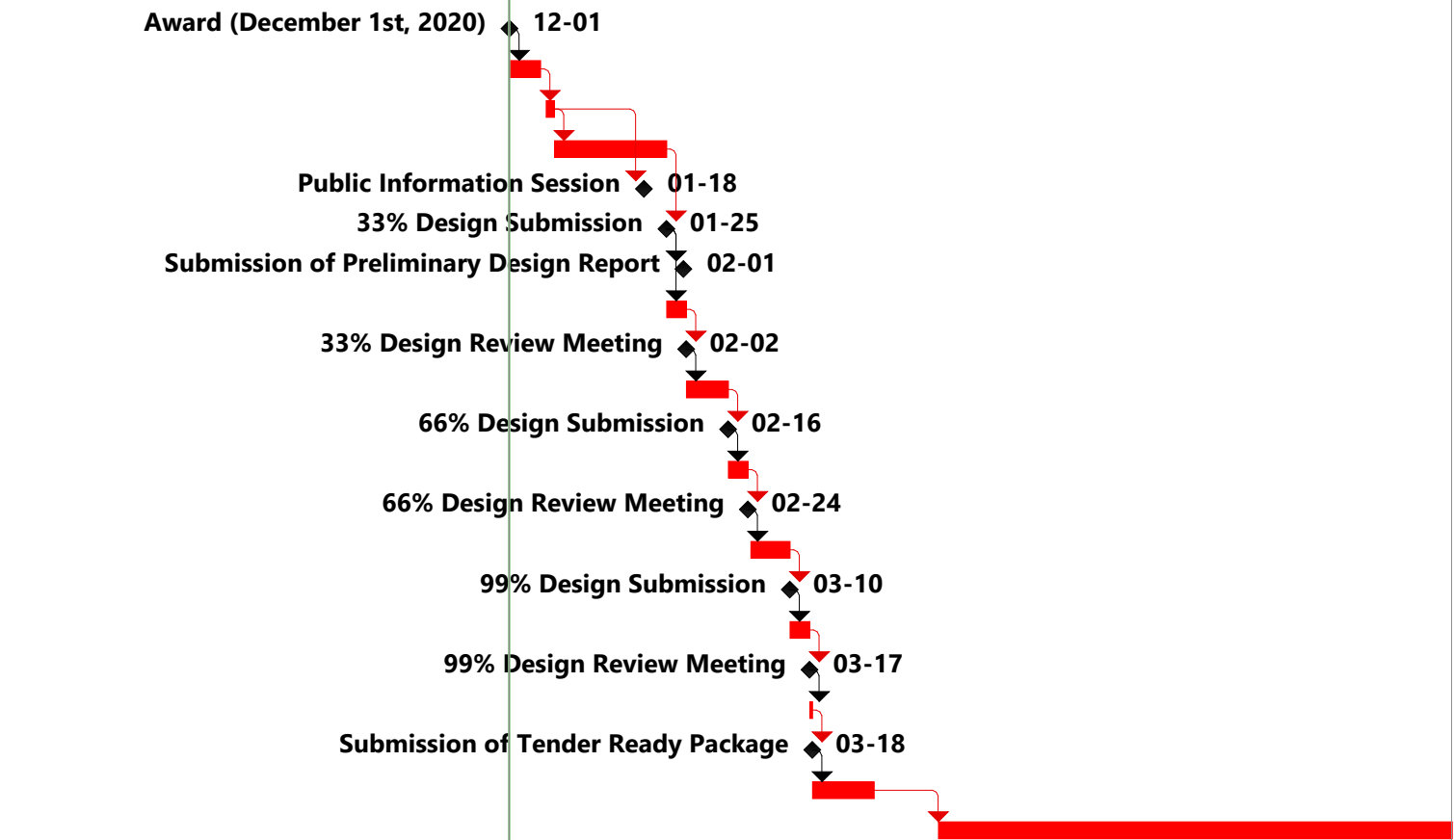
The total engineering costs are:

|                                                                |           |                            |
|----------------------------------------------------------------|-----------|----------------------------|
| Detailed Design including Geotechnical, & Tendering (Lump Sum) | \$        | 57,230.00                  |
| Contract Administration                                        | \$        | 211,620.00                 |
| <b>TOTAL</b>                                                   | <b>\$</b> | <b>268,850.00 plus HST</b> |

#### 6.1.1 INCENTIVES

WSP will extend the 2020 Staff Rates into 2021 until project completion without increases.

| ID | Task Name                                | Duration | Start        | Finish       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
|----|------------------------------------------|----------|--------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--|
|    |                                          |          |              |              | Jun                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3rd Quarter<br>Jul | Aug | Sep | 4th Quarter<br>Oct | Nov | Dec | 1st Quarter<br>Jan | Feb | Mar | 2nd Quarter<br>Apr | May | Jun | 3rd Quarter<br>Jul | Aug | Sep | 4th Quarter<br>Oct | Nov | Dec |  |
| 0  | 2068015_Angelina Ave. Reconstruction     | 223 days | Tue 20-12-01 | Mon 21-11-01 | <p><b>Award (December 1st, 2020)</b> 12-01</p> <p><b>Public Information Session</b> 01-18</p> <p><b>33% Design Submission</b> 01-25</p> <p><b>Submission of Preliminary Design Report</b> 02-01</p> <p><b>33% Design Review Meeting</b> 02-02</p> <p><b>66% Design Submission</b> 02-16</p> <p><b>66% Design Review Meeting</b> 02-24</p> <p><b>99% Design Submission</b> 03-10</p> <p><b>99% Design Review Meeting</b> 03-17</p> <p><b>Submission of Tender Ready Package</b> 03-18</p> |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 1  | Award (December 1st, 2020)               | 0 days   | Tue 20-12-01 | Tue 20-12-01 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 2  | Review of Information/Preliminary Design | 9 days   | Tue 20-12-01 | Fri 20-12-11 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 3  | Geotechnical Investigation               | 3 days   | Mon 20-12-14 | Wed 20-12-16 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 4  | Design Development                       | 18 days  | Thu 20-12-17 | Mon 21-01-25 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 5  | Public Information Session               | 0 days   | Mon 21-01-18 | Mon 21-01-18 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 6  | 33% Design Submission                    | 0 days   | Mon 21-01-25 | Mon 21-01-25 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 7  | Submission of Preliminary Design Report  | 0 days   | Mon 21-02-01 | Mon 21-02-01 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 8  | City Review of 33% Submission            | 5 days   | Tue 21-01-26 | Mon 21-02-01 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 9  | 33% Design Review Meeting                | 0 days   | Tue 21-02-02 | Tue 21-02-02 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 10 | Design Development                       | 10 days  | Tue 21-02-02 | Tue 21-02-16 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 11 | 66% Design Submission                    | 0 days   | Tue 21-02-16 | Tue 21-02-16 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 12 | City Review of 66% Submission            | 5 days   | Wed 21-02-17 | Tue 21-02-23 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 13 | 66% Design Review Meeting                | 0 days   | Wed 21-02-24 | Wed 21-02-24 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 14 | Design Development                       | 10 days  | Thu 21-02-25 | Wed 21-03-10 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 15 | 99% Design Submission                    | 0 days   | Wed 21-03-10 | Wed 21-03-10 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 16 | City Review of 99% Submission            | 5 days   | Thu 21-03-11 | Wed 21-03-17 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 17 | 99% Design Review Meeting                | 0 days   | Wed 21-03-17 | Wed 21-03-17 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 18 | Design Development                       | 1 day    | Thu 21-03-18 | Thu 21-03-18 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 19 | Submission of Tender Ready Package       | 0 days   | Thu 21-03-18 | Thu 21-03-18 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 20 | Tendering                                | 15 days  | Fri 21-03-19 | Fri 21-04-09 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 21 | Contract Administration                  | 126 days | Mon 21-05-03 | Mon 21-11-01 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |





Reconstruction of Angelina Avenue  
Sault Ste. Marie, ON  
TIME-TASK MATRIX (TTM)



|                                |                                                    | David Spacek, P.Eng.<br>[Project Coordinator] | Monte Lucas<br>[Civil Designer] | Joshua DiCerbo, EIT<br>[Civil Designer] | Matthew Ritchie, P.Eng.<br>[Contract Administrator/Site Inspector] | Michael Carbone<br>[Drafting] | TOTAL HOURS | Total Task Fees | Disbursements | TOTAL TASK COSTS |
|--------------------------------|----------------------------------------------------|-----------------------------------------------|---------------------------------|-----------------------------------------|--------------------------------------------------------------------|-------------------------------|-------------|-----------------|---------------|------------------|
| Hourly Rate                    |                                                    | \$180                                         | \$145                           | \$100                                   | \$115                                                              | \$110                         |             |                 |               |                  |
| 1                              | Design                                             |                                               |                                 |                                         |                                                                    |                               |             |                 |               |                  |
|                                | 1.1 Project Management                             |                                               | 16                              | 8                                       |                                                                    |                               | 24          | \$ 3,120        | \$ 400        | \$ 3,520         |
|                                | 1.2 Project Design Kick-off Meeting (Meeting 1)    | 2                                             | 2                               | 4                                       |                                                                    |                               | 8           | \$ 1,050        | \$ -          | \$ 1,050         |
|                                | 1.3 Receive and Review All Existing Information    |                                               | 4                               | 2                                       |                                                                    | 4                             | 10          | \$ 1,220        | \$ -          | \$ 1,220         |
|                                | 1.4 Receive and Review All Survey Information      |                                               | 2                               |                                         |                                                                    | 6                             | 8           | \$ 950          | \$ -          | \$ 950           |
|                                | 1.5 Prepare Base Drawings                          |                                               | 4                               |                                         |                                                                    | 60                            | 64          | \$ 7,180        | \$ -          | \$ 7,180         |
|                                | 1.6 Geotechnical Investigation/Report              | 2                                             | 2                               |                                         |                                                                    |                               | 4           | \$ 650          | \$ 13,000     | \$ 13,650        |
|                                | 1.7 Develop Storm Sewer Design                     | 2                                             | 8                               | 2                                       |                                                                    | 8                             | 20          | \$ 2,600        | \$ -          | \$ 2,600         |
|                                | 1.8 Develop Sanitary Design                        | 2                                             | 8                               | 2                                       |                                                                    | 8                             | 20          | \$ 2,600        | \$ -          | \$ 2,600         |
|                                | 1.9 Develop Preliminary Design Report              | 2                                             | 6                               | 4                                       | 2                                                                  |                               | 14          | \$ 1,860        | \$ -          | \$ 1,860         |
|                                | 1.10 Present Preliminary Design Report (Meeting 2) | 1                                             | 1                               | 1                                       |                                                                    |                               | 3           | \$ 425          | \$ -          | \$ 425           |
|                                | 1.11 Create and Distribute Public Notices          |                                               | 3                               |                                         |                                                                    | 3                             | 6           | \$ 765          | \$ -          | \$ 765           |
|                                | 1.12 Finalize Design and Construction Drawings     | 2                                             | 20                              | 2                                       | 16                                                                 | 60                            | 100         | \$ 11,900       | \$ -          | \$ 11,900        |
|                                | 1.13 Public Information Session                    | 2                                             | 4                               | 2                                       |                                                                    | 4                             | 12          | \$ 1,580        | \$ -          | \$ 1,580         |
|                                | 1.14 Prepare Contract Specifications and Documents | 2                                             | 12                              | 6                                       |                                                                    |                               | 20          | \$ 2,700        | \$ -          | \$ 2,700         |
|                                | 1.15 Prepare Construction Estimate                 | 2                                             | 4                               | 2                                       |                                                                    |                               | 8           | \$ 1,140        | \$ -          | \$ 1,140         |
|                                | 1.16 MOECC Environmental Compliance Approval       | 2                                             | 6                               |                                         |                                                                    |                               | 8           | \$ 1,230        | \$ -          | \$ 1,230         |
|                                | 1.17 Final Design Presentation (Meeting 3)         | 2                                             | 2                               | 2                                       |                                                                    |                               | 6           | \$ 850          | \$ -          | \$ 850           |
| Total Group Hours              |                                                    | 23                                            | 104                             | 37                                      | 18                                                                 | 153                           | 335         |                 |               |                  |
| Design Totals                  |                                                    | Total Group Costs                             | \$ 4,140                        | \$ 15,080                               | \$ 3,700                                                           | \$ 2,070                      | \$ 16,830   | \$ 41,820       | \$ 13,400     | \$ 55,220        |
| 2                              | Tendering                                          |                                               |                                 |                                         |                                                                    |                               |             |                 |               |                  |
|                                | 2.1 Prepare Tender Ad                              |                                               | 2                               |                                         |                                                                    |                               | 2           | \$ 290          | \$ -          | \$ 290           |
|                                | 2.2 Complete Tender                                | 1                                             | 4                               | 2                                       |                                                                    |                               | 7           | \$ 960          | \$ -          | \$ 960           |
|                                | 2.3 Post Tender Report and Recommendation          | 1                                             | 4                               |                                         |                                                                    |                               | 5           | \$ 760          | \$ -          | \$ 760           |
| Total Group Hours              |                                                    | 2                                             | 10                              | 2                                       | 0                                                                  | 0                             | 14          |                 |               |                  |
| Tendering Totals               |                                                    | Total Group Costs                             | \$ 360                          | \$ 1,450                                | \$ 200                                                             | \$ -                          | \$ -        | \$ 2,010        | \$ -          | \$ 2,010         |
| 3                              | Contract Administration                            |                                               |                                 |                                         |                                                                    |                               |             |                 |               |                  |
|                                | 3.1 Pre-Construction Meeting                       | 2                                             | 2                               | 2                                       |                                                                    |                               | 6           | \$ 850          | \$ -          | \$ 850           |
|                                | 3.2 Contract Administration (Assumed 26 Weeks)     |                                               |                                 | 40                                      | 1560                                                               | 100                           | 1,700       | \$ 194,400      | \$ 1,750      | \$ 196,150       |
|                                | 3.3 Project Management                             | 10                                            | 75                              |                                         |                                                                    |                               | 85          | \$ 12,675       | \$ -          | \$ 12,675        |
|                                | 3.4 Warranty Inspection                            |                                               |                                 | 16                                      | 3                                                                  |                               | 19          | \$ 1,945        | \$ -          | \$ 1,945         |
| Total Group Hours              |                                                    | 12                                            | 77                              | 58                                      | 1563                                                               | 100                           | 1,810       |                 |               |                  |
| Contract Administration Totals |                                                    | Total Group Costs                             | \$ 2,160                        | \$ 11,165                               | \$ 5,800                                                           | \$ 179,745                    | \$ 11,000   | \$ 209,870      | \$ 1,750      | \$ 211,620       |
| OVERALL SUMMARY                |                                                    |                                               |                                 |                                         |                                                                    |                               |             |                 |               |                  |
| TOTAL PROJECT HOURS            |                                                    | 37                                            | 191                             | 97                                      | 1581                                                               | 253                           | 2,159       |                 |               |                  |
| TOTAL PROJECT FEES             |                                                    | \$ 6,660                                      | \$ 27,695                       | \$ 9,700                                | \$ 181,815                                                         | \$ 27,830                     |             | \$ 253,700      | \$ 15,150     | \$ 268,850       |
| % of Total Time                |                                                    | 2%                                            | 9%                              | 4%                                      | 73%                                                                | 12%                           |             |                 |               |                  |

The Engineering Fees above do not include the following costs:

- Application fees for the MECP, MNR, or other agency application fees;
- Tender advertising costs;
- Hydrogeological studies to support a Permit to Take Water (during construction);
- Material testing costs during construction (these costs are typically provided for in an allowance to the General Contractor);
- Legal surveys; and,
- Traffic Studies, or Natural Environmental Reports have not been included.

## **SCHEDULE “A”**

### **IF REQUIRED**

## SCHEDULE A

### 1. Fee Estimate

The estimated total fees for the assignment, including all expenses and disbursements are shown on the following table. The Total Fee for the assignment will not be exceeded without the approval of the **Corporation of the City of Sault Ste. Marie**.

| Description of Services                                       | Scope of Work        | Estimated Fee |
|---------------------------------------------------------------|----------------------|---------------|
| Detailed Design including Geotechnical & Tendering (Lump Sum) | Article 2 - Services | \$57,230      |
| Contract Administration (Time and Expense)                    |                      | \$211,620     |
|                                                               |                      |               |
|                                                               |                      |               |
|                                                               |                      |               |
|                                                               |                      |               |
|                                                               |                      |               |
|                                                               |                      |               |
| TOTAL ESTIMATED FEE                                           |                      | \$268,850     |

Fees do not include H.S.T.

### 2. Billing Rates

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

| Job Description / Classification   | BILLING RATES       |
|------------------------------------|---------------------|
| Senior Consultant                  | \$160 - \$195 / hr. |
| Senior Engineer / Project Manager  | \$110 - \$170 / hr. |
| Intermediate Engineer              | \$90 - \$110 / hr.  |
| Junior Engineer                    | \$80 - \$95 / hr    |
| Senior Technician / Designer       | \$85 - \$120 / hr   |
| Intermediate Technician / Designer | \$75 - \$105 / hr   |
| CAD Operator                       | \$75 - \$85 / hr    |
| Junior Technician                  | \$65 - \$85 / hr    |
| Secretarial                        | \$65 / hr           |

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

**BY-LAW NO. 2021-9**

**LOCAL BOARDS:** A by-law to amend By-law 2004-215 (being a by-law to re-establish a Local Environmental Monitoring Committee for the Sanitary Landfill Site).

**THE COUNCIL** of the Corporation of the City of Sault Ste. Marie pursuant to the *Municipal Act*, 2001, S.O. 2001, c.25, **ENACTS** as follows:

1. **BY-LAW 2004-215 AMENDED**

By-law 2004-215 is amended as follows:

- a) Paragraph 2(b) is amended by deleting  
“Commissioner, Engineering & Planning or designate, Manager of  
Construction & Environmental Engineering”  
  
and inserting  
“Director of Engineering or designate and the Land Development and  
Environmental Engineer”.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

**PASSED** in open Council this 11<sup>th</sup> day of January, 2021.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – RACHEL TYCZINSKI**

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