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

Monday, January 25, 2021
4:30 pm
Video Conference

Pages

1. **Adoption of Minutes** 15 - 32

Mover Councillor P. Christian
Seconder Councillor C. Gardi
Resolved that the Minutes of the Regular Council Meeting of January 11, 2021 be approved.

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

3. **Declaration of Pecuniary Interest**

4. **Approve Agenda as Presented**

Mover Councillor P. Christian
Seconder Councillor M. Scott
Resolved that the Agenda for January 25, 2021 City Council Meeting as presented be approved.

5. **Proclamations/Delegations**

5.1. **Bell Let's Talk Day** 33 - 33

5.2. **Black History Month** 34 - 34

5.3. **March for Missing and Murdered Indigenous Women and Girls** 35 - 35

5.4. **Bon Soo Winter Carnival** 36 - 36

5.5. PUC 37 - 50

Jim Boniferro, Chair and Robert Brewer, President and CEO

5.6. Mental Health and Addiction Alliance and Mobility Bus 51 - 64

Luke Dufour, Chair and Mike Nadeau, CAO, District of Sault Ste. Marie Social Services Administration Board; Erik Landriault, Algoma Ontario Health Team; Lisa Case, Sault Area Hospital; Annette Katajamaki Canadian Mental Health Association, Michelle Brisbois, Superior Family Health Team

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that all the items listed under date January 25, 2021 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1. Correspondence – 2020-2021 Gas Tax Allocation 65 - 66

Minister of Transportation

The relevant By-law 2021-28 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2. Vesting of Unsold Tax Sale Properties 67 - 68

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Taxation dated January 25, 2021 concerning Vesting of Unsold Tax Properties be received and that the Manager of Taxation be authorized to vest these properties in the City of Sault Ste. Marie and transfer 23 Blake Avenue and 148 Dacey Road (rear) to District of Sault Ste. Marie Social Services Administration Board for $1 each.

6.3. RFP – General Insurance Services 69 - 70

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Manager of Purchasing dated January 25, 2021 be received and that the proposal submitted by Frank Cowan Company to provide General Insurance Services for the City of Sault Ste. Marie commencing February 28, 2021 for a period of three (3) years as required by

the Legal Department be approved.

6.4. RFQ – Vehicular Wayfinding Signage Phase 2

71 - 72

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi
Resolved that the report of the Manager of Purchasing dated January 25, 2021 be received and that the quotations submitted by Hansen Signs at a total quoted cost of approximately $333,908.98 plus HST be approved on a single source basis.

6.5. RFQ – Questica Budgeting Software

73 - 75

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

The relevant By-law 2021-15 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6. PUC Smart City Pilot Project

76 - 77

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

The relevant By-law 2021-14 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.7. Environmental Sustainability Committee – Terms of Reference Revision

78 - 84

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated January 25, 2021 concerning Environmental Sustainability Committee – Terms of Reference Revision be received and that the Terms of Reference be revised to increase committee composition to nine.

6.8. Mausoleum Update

85 - 87

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

Mover Councillor P. Christian

Seconder Councillor M. Scott
Resolved that the report of the Director of Community Services dated January

25, 2021 concerning Mausoleum Update be received as information.

6.9. Transfer Payment Agreement for Municipal Transit Enhanced Cleaning 88 - 90

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

The relevant By-law 2021-17 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10. Accessible Pathway – Topsail Island 91 - 93

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that the report of the Director of Planning and Enterprise Services dated January 25, 2021 concerning Accessible Pathway – Topsail Island be received and that the 2020 unspent barrier removal project operating budget in the amount of $47,500 be transferred to the Barrier Removal Reserve; further that the Topsail Island, water's edge and Prince Island walkways accessibility project in the amount of $125,000 be approved as a 2021 project funded from the Barrier Removal Reserve.

6.11. Downtown Plaza – FedNor Agreement 94 - 95

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

The relevant By-law 2021-10 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12. Amendment to Destination Northern Ontario Community Partnership Wayfinding Agreement 96 - 97

A report of the Director of Tourism and Community Development is attached for the consideration of Council.

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

6.13. Agreement with Electrical Safety Authority, Continuous Safety Services Program 98 - 99

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

The relevant By-law 2021-16 is listed under item 11 of the Agenda will be read with all by-laws under that item.

6.14. Sault Ste. Marie Kennel Club Lease 100 - 101

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

The relevant By-law 2021-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15. Standard Form Encroachment and Licence to Occupy City Property Agreements 102 - 103

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

The relevant By-laws 2021-18 and 2021-19 are 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. 57T-21-501 331, 333, 341 and 349 Patrick Street (Dave Ruscio) 104 - 162

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

Mover Councillor P. Christian

Seconder Councillor C. Gardi

Resolved that the report of the Senior Planner dated January 25, 2021 concerning Application 57T-21-501 be received and that Council grant Draft Plan Approval for a 14 unit (lot) Vacant Land Condominium consisting of not more than 49 multiple attached dwelling units, subject to the following conditions of draft approval:

1. Prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
    a. That the private roadway, access points to public streets, corner roundings, in-ground services, stormwater management works and other matters be designed and constructed to the satisfaction of the Director of Engineering or his designate;

b. That telecommunication, natural gas and any other private infrastructure be constructed to the satisfaction of the agency having jurisdiction over that infrastructure.

2. Prior to the finalization of the Subdivision Agreement the developer be required to enter into servicing agreements with PUC Services Inc. and PUC Distribution Inc. with respect to water services, electrical services and street lighting.

3. Prior to the finalization of the Subdivision Agreement the applicant address the items and submit the required information prescribed by Engineering Services in a letter dated January 6, 2021 and attached to this report, and that no work commence without the approval of the Director of Engineering and the Director of Planning or their designates. Any work which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed.

4. As part of the finalization of the Subdivision Agreement the developer be required to pay cash in-lieu of parkland.

5. As part of the finalization of the Subdivision Agreement a per-lot fee, the amount to be determined by Engineering Services, shall be collected from the developer for tree plantings.

6. Prior to the finalization of the Subdivision Agreement the developer provide an access easement in favour of 124 Wallace Terrace to grant the owner of 124 Wallace Terrace rear yard access.

7. Prior to registration any part of the condominium the developer provides a letter of credit to the City which equals the cost of constructing any common elements associated with the registration. The amount shall be to the satisfaction of the Director of Engineering and the Director of Planning or their designates.

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

7.7.2. A-1-21-Z.OP 561 and 571 Second Line West (Toppan and Cicchelli) 163 - 185

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 25, 2021 concerning Official Plan and Zoning Application A-1-21-Z.OP be received and that Council approve Official Plan Amendment #230 to permit personal storage uses on the subject property; and

Further be it resolved that Council rezone 561 and 571 Second Line West from Low Density Residential zone (R3) to Low Density Residential zone (R3.S) with a Special Exception to permit, in addition to those uses permitted in an R3 zone, the following special provisions:

1. Permit personal storage on the northern 95 metres of 571 Second Line West and the entirety of 561 Second Line West;
2. Permit a 1.8m high fence in the front yard of 571 Second Line West;
3. Reduce the rear yard setback from the southerly lot line from 10m to 7.5m for the townhouse only;

and that the subject property be deemed subject to site plan control as per section 41 of the *Planning Act;*

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

7.7.2.1. Additional Correspondence *186 - 186*

7.7.3. A-2-21-Z 134, 136, 138 John Street (Jason Naccarato) 187 - 201

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

Mover Councillor S. Hollingsworth

Seconder Councillor C. Gardi
Resolved that the Report of the Planner dated January 25, 2021 concerning Rezoning Application A-2-21-Z be received and that Council rezone 134, 136 and 138 John Street from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit, in addition to the uses permitted in an R3 zone, office space, an assembly facility, and an arts culture and heritage use establishment on the subject property subject to the following special provisions:

1. That the required setbacks from John Street be reduced to 0.5m for both the former assembly hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building.

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

7.8. Boards and Committees

7.8.1. PUC Shareholder Agreement Amendment 202 - 208

The relevant By-law 2021-29 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

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

8.1. Mental Health and Addiction

Mover Councillor L. Dufour

Seconder Councillor L. Vezeau-Allen
Whereas the City of Sault Ste Marie and its partner the District of Sault Ste. Marie Social Services Administration Board have a specific and limited legal mandate to deliver local services to the residents of Sault Ste. Marie; and

Whereas the Province of Ontario possesses the exclusive constitutional mandate to deliver healthcare services to the residents of Sault Ste. Marie through the Sault Area Hospital and other Provincially funded agencies; and

Whereas those Provincially mandated services in Sault Ste. Marie have been reduced with the closure of our detox facility, without any announcement of other residential treatment options/facility; and

Whereas the municipally managed Neighbourhood Resource Centre was closed due to the pandemic and issues with the facility;

And whereas citizens of Sault Ste. Marie have died and continue to die due to the mental health and addiction crisis, which is becoming significantly more severe; and

Whereas the City of Sault Ste. Marie and its community partners have called on the Provincial government for years to properly fund mental health, addiction, withdrawal and recovery services in our community;

Now Therefore Be It Resolved that as a new, expanded Neighbourhood Resource Centre is being brought back to the community, as the District of Sault Ste. Marie Social Services Administration Board is making a significant investment in the quality of our shelter system, that the Province of Ontario be called upon to immediately fully fund a residential treatment facility to adequately respond to and address the mental health and addiction crisis in Sault Ste. Marie.

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 S. Hollingsworth

Seconder Councillor M. Scott
Resolved that all By-laws under item 11 of the Agenda under date January 25, 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 2021-10 (Agreement) FedNor 209 - 237

A report from the Senior Planner is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-10 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for funding for the 6,300 square metre Civic Plaza in the centre of Sault Ste. Marie's downtown be passed in open Council this 25th day of January, 2021.

11.1.2. By-law 2021-11 (Agreement) Destination Northern Ontario Wayfinding 238 - 240

A report from the Project Manager Future SSM is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-11 being a by-law to authorize the execution of the Amending Agreement between the City and Destination Northern Ontario for Community Wayfinding and to authorize staff to allocate the refunded portion of the agreement to wayfinding projects scheduled for 2021 be passed in open Council this 25th day of January, 2021.

11.1.3. By-law 2021-12 (Street Assumptions) 241 - 242

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-12 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 25th day of January, 2021.

11.1.4. By-law 2020-13 (Agreement) Investing in Canada Infrastructure Program Transit 243 - 321

Council report was passed by Council resolution on May 21, 2019.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2020-13 being a by-law to authorize the execution of the agreement between the City and Her Majesty the Queen in right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario for the Investing in Canada Infrastructure Program-Public Transit Stream be passed in open Council this 25th day of January, 2021.

11.1.5. By-law 2021-14 (Agreement) PUC Smart City Pilot Project 322 - 325

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that By-law 2021-14 being a by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to participate in a pilot project for Smart City Technology be passed in open Council this 25th day of January, 2021.

11.1.6. By-law 2021-15 (Agreement) Questica Software Inc. 326 - 354

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-15 being a by-law to authorize the execution of the Agreement between the City and Questica Software Inc. for the annual software subscription for a five-year period commencing February 1, 2021 be passed in open Council this 25th day of January, 2021.

11.1.7. By-law 2021-16 (Agreement) Electrical Safety Authority 355 - 360

A report from the Manager of Traffic and Communications is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-16 being a by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2021 to March 31, 2024 be passed in open Council this 25th day of January, 2021.

11.1.8. By-law 2021-17 (Agreement) Municipal Transit Enhanced Cleaning Funding 361 - 389

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-17 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for enhanced transit cleaning funding be passed in open Council this 25th day of January, 2021.

11.1.9. By-law 2021-18 (Agreement) Encroachment Delegation 390 - 392

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-18 being a by-law to authorize a standard encroachment agreement for commercial and residential developments, to further delegate to the Assistant City Solicitor/Senior Litigation Counsel, or

her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and to further repeal By-law 2018-141 be passed in open Council this 25th day of January, 2021.

11.1.10. By-law 2021-19 (Agreement) Licence of Occupation Delegation 393 - 398

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-19 being a by-law to approve the standard form of a Licence to Occupy City Property Agreement, to further delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and to further repeal By-law 2019-210 be passed in open Council this 25th day of January, 2021.

11.1.11. By-law 2021-20 (Official Plan) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll) 399 - 401

Council report was passed by Council Resolution on January 11, 2021.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-20 being a by-law to adopt the Amendment No. 229 to the Official Plan for the City of Sault Ste. Marie (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

11.1.12. By-law 2021-21 (Zoning) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll) 402 - 404

Council report was passed by Council Resolution on January 11, 2021.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-21 being a by-law to amend Sault Ste. Marie Zoning by-laws 2005-150 and 2005-151 concerning lands located at 719 Airport Road (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

11.1.13. By-law 2021-22 (Development Control) 719 Airport Road (2521059 Ontario Inc. c/o John Carroll) 405 - 407

Council report was passed by Council Resolution on January 11, 2021.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-22 being a by-law to designate the lands located

at 719 Airport Road an area of site plan control (2521059 Ontario Inc. c/o John Carroll) be passed in open Council this 25th day of January, 2021.

11.1.14. By-law 2021-23 (Zoning) 352/360 Northern Avenue and 31 Old Garden River Road 408 - 410

Council Report was passed by Council resolution on January 11, 2021.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-23 being a by-law amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 352/360 Northern Avenue and a southwest portion of 31 Old Garden River Road (Cara Community Corporation) be passed in open Council this 25th day of January, 2021.

11.1.15. By-law 2021-24 (Zoning) 351 Goulais Avenue (2366479 OntarioLimited – Catherine May). 411 - 413

Council Report was passed by Council Resolution on January 11, 2021.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-24 being a by-law to amend Sault Ste. Marie zoning by-laws 2005-150 and 2005-151 concerning lands located at 351 Goulais Avenue (2366479 Ontario Limited – Catherine May) be passed in open Council this 25th day of January, 2021.

11.1.16. By-law 2021-27 (Agreement) SSM Kennel Club Lease Amendment 414 - 416

A report from the City Solicitor is on the Agenda.

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-27 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Kennel Club to amend the current lease with the purpose of ultimately terminating the lease this year be passed in open Council this 25th day of January, 2021.

11.1.17. By-law 2021-28 (Agreement) Dedicated Gas Tax Funds 417 - 420

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-28 being a by-law to authorize the execution of the Letter of Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

11.1.18. **By-law 2021-29 (Agreement) PUC Inc.** 421 - 423

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-29 being a by-law to authorize the execution of the Amending Agreement between the City and PUC Inc. to amend the Shareholder Agreement be passed in open Council this 25th day of January, 2021.

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

11.2.1. **By-law 2021-25 (Local Improvement) Angelina Avenue From Wellington Street East to Caesar Road** 424 - 427

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-25 being a by-law to authorize the construction of Class “A” pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time this 25th day of January, 2021.

11.2.2. **By-law 2021-26 (Local Improvement) Mark Street From Churchill Boulevard to Lake Street** 428 - 431

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

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that By-law 2021-26 being a by-law to authorize the construction of Class “A” pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read a FIRST and SECOND time this 25th day of January, 2021.

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

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

13. **Closed Session**

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott

Resolved that this Council move into closed session to discuss two items concerning the acquisition or disposition of land; and two items subject to solicitor-client privilege

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

Municipal Act R.S.O. 2002 – section 239 2 (c) a proposed or pending acquisition or disposition of land by the municipality; section 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

14. Adjournment

Mover Councillor S. Hollingsworth

Seconder Councillor M. Scott
Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, January 11, 2021
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, D. Elliott, D. McConnell, B. Lamming, F. Coccimiglio, T. Vecchio, M. Zuppa

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1. Adoption of Minutes

Moved by: Councillor P. Christian
Seconded by: Councillor C. Gardi

Resolved that the Minutes of the Regular Council Meeting of December 14, 2020 be approved.

Carried

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

3. Declaration of Pecuniary Interest

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

Applicant is a client of law firm.

4. Approve Agenda as Presented

Moved by: Councillor P. Christian
Seconded by: Councillor M. Scott

Resolved that the Agenda for January 11, 2021 City Council Meeting as presented be approved.

Carried

5. Proclamations/Delegations

5.1 Crime Stoppers Month

5.2 2020 Christmas Lighting Awards

5.3 A-15-20-Z – 351 Goulais Avenue

The Applicant, Catherine May, was in attendance.

5.4 A-16-20-Z – 719 Airport Road

The Applicant, John Carroll, was in attendance.

5.5 A-17-20-Z – 352-360 Northern Avenue and Southwest Portion of 31 Old Garden River Road

Counsel for the Applicant, Carlo Spadafora; and representatives of SHS Consulting, Ed Starr, Mylene Vincent and Andrew Vrana were in attendance.

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

Moved by: Councillor S. Hollingsworth
Seconded by: Councillor C. Gardi

Resolved that all the items listed under date January 11, 2021 – Agenda item 6 – Consent Agenda save and except Agenda item 6.3 be approved as recommended.

Carried

6.1 Correspondence – Ministry of Transportation

6.2 Outstanding Resolutions

6.4 Finn Hill Update

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

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

6.5 Lease Agreement Suspension Due to Province-wide Shutdown

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

6.6 Metrolinx Joint Transit Procurement

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

The relevant By-law 2021-3 is listed under item 11 of the Minutes.

6.7 Community War Memorial Grant Agreement – Amendment

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

The relevant By-law 2021-6 is listed under item 11 of the Minutes.

6.3 Twin Pad Arena Project Borrowing By-law

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

The relevant By-law 2021-5 is listed under item 11 of the Minutes.

7. Reports of City Departments, Boards and Committees

7.1 Administration

7.2 Corporate Services

7.3 Community Development and Enterprise Services

7.4 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)

A report of the Planner was received by Council.

Moved by: Councillor P. Christian
Seconded by: 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.

	For	**Against**	**Absent**
Mayor C. Provenzano	X		
Councillor P. Christian	X		

Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**11**	**0**	**0**

Carried

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

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

The report of the Planner was received by Council.

Moved by: Councillor P. Christian
Seconded by: Councillor C. Gardi

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^2, 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.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	Conflict		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott		X	
Results	**9**	**1**	**0**

Carried

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

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

	For	Against	Absent
Mayor C. Provenzano	X		
Councillor P. Christian	X		
Councillor S. Hollingsworth	X		
Councillor L. Dufour	X		
Councillor L. Vezeau-Allen	X		
Councillor D. Hilsinger	X		
Councillor M. Shoemaker	X		
Councillor M. Bruni	X		
Councillor R. Niro	X		
Councillor C. Gardi	X		
Councillor M. Scott	X		
Results	**11**	**0**	**0**

Carried

7.8 Boards and Committees

Moved by: Councillor P. Christian
Seconded by: Councillor C. Gardi

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

Carried

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

7.8.1.1 Best for Kids Committee

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.2 Christmas Lighting Award Program Judging Committee

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.3 Committee of Revision – Local Improvements

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 Minutes.

7.8.1.4 Community Development Award Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.1.5 Cultural Vitality Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.1.6 Dangerous Dog Committee

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.7 Emergency Management Planning Committee

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

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

Carried

7.8.1.8 Environmental Sustainability Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.1.9 Environmental Monitoring Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.1.10 Fence Viewers Committee

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 Minutes.

7.8.1.11 Finance Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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 Committe from January 11, 2021 to December 31, 2022.

Carried

7.8.1.12 Historic Sites Board

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.13 Municipal Heritage 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 Minutes.

7.8.1.14 Ontarians with Disabilities Accessibility Advisory Committee

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.15 Parks and Recreation Advisory Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.1.16 Property Standards Committee

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 Minutes.

7.8.1.17 Sault Ste. Marie Public Library Board

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.1.18 Walk of Fame Selection Committee

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

Resolved that Councilors 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.

Carried

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

7.8.2.1 Algoma District Municipal Association

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.2.2 Algoma Public Health Board of Directors

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.2.3 District Social Services Administration Board

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.2.4 Celebrating International Friendship Committee Bridgewalk Group

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.2.5 Sault Ste. Marie Region Conservation Authority

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.2.6 Sault Ste. Marie Police Services Board

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.2.7 Source Protection Committee

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.3.2 Federation of Northern Ontario Municipalities (FONOM)

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.3.3 Innovation Centre Board of Directors

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.3.4 Museum Management Board

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

7.8.3.5 Public Utilities Commission (Water)

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

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

Moved by: Councillor S. Hollingsworth
Seconded by: 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.

Carried

7.8.4 Ad-hoc Committees

7.8.4.1 Coalition for Inclusive Municipalities

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

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

Carried

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 P. Christian
Seconded by: Councillor C. Gardi

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.2 By-law 2021-2 (Taxes) Interim Tax Levy

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.3 By-law 2021-3 (Agreement) Metrolinx Joint Transit Procurements

Moved by: Councillor P. Christian
Seconded by: 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 Proecurements Facilitated by Metrolinx effective as of April 1, 2019 (the "Governance Agreement") be passed in open Council this 11th day of January, 2021.

Carried

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.5 By-law 2021-5 Twin Pad Arena Project Borrowing

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.6 By-law 2021-6 (Agreement) Community War Memorial Grant Amendment

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.7 By-law 2021-7 (Appointment to Local Boards) Various Boards

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

11.1.8 By-law 2021-8 (Agreement) Angelina Avenue Reconstruction

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

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

Moved by: Councillor P. Christian
Seconded by: 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.

Carried

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

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

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

13. Closed Session

Moved by: Councillor P. Christian
Seconded by: Councillor C. Gardi

Resolved that this Council proceed into closed session to discuss one matter subject to solicitor-client privilege;

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

Municipal Act section 239(2)(d) labour relations or employee negotiations(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Carried

14. Adjournment

Moved by: Councillor P. Christian
Seconded by: Councillor M. Scott

Resolved that this Council now adjourn.

Carried

_____

Mayor

_____

City Clerk

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS January 28, 2021 marks the annual Bell Let's Talk Day, a day of conversation and support for mental health; and

WHEREAS one in five Canadians will suffer from mental illness at some point in their lifetime. One of the biggest hurdles for anyone suffering from mental illness is overcoming the stigma. It is the number one reason why two-thirds of those living with a mental illness do not seek help; and

WHEREAS Bell Let's Talk Day promotes mental health awareness, acceptance and action built on four key pillars: fighting stigma, improving access to care, supporting world-class research, and leading by example in workplace mental health; and

WHEREAS The City of Sault Ste. Marie encourages you to join the conversation through calls, texts, and social media interactions to drive Bell's donation to mental health:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, proclaim January 28, 2021 as Bell Let's Talk Day in Sault Ste. Marie and encourage support of this campaign.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS In December 1995, the House of Commons officially recognized February as Black History Month following a motion introduced by the first black Canadian woman elected to Parliament, the Honourable Jean Augustine; and

WHEREAS The proud legacy of Black Canadians goes back to the early beginnings of Canadian History; and

WHEREAS Black History Month is an opportunity to celebrate the achievements and contributions of Black Canadians as well as share their history, contributions, and culture:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim the month of **February 2021** as **"Black History Month"** in Sault Ste. Marie.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS The March for Missing and Murdered Indigenous Women and Girls (MMIWG) is a national annual event to raise awareness about the disproportionate numbers of missing and murdered Indigenous women and girls; and

WHEREAS This is an opportunity for Indigenous and non-Indigenous peoples of all genders and ages to gather in solidarity to remember, honour and grieve those who have passed on or who have gone missing; and

WHEREAS On February 14, 2021 the people of Baawaating (Sault Ste. Marie) and across Canada will participate in a National Day of Action and Remembrance for Missing and Murdered Indigenous Women and Girls to call for actions to end this violence:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, do hereby proclaim February 14th, 2021 as a Memorial Day to remember and honour Missing and Murdered Indigenous Women and Girls and encourage all residents of the City to support this important national event.

Signed,

Christian Provenzano
MAYOR

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS Each year the residents of Sault Ste. Marie await the arrival of Mr. Bon Soo and the Ontario Winter Carnival with great enthusiasm; and

WHEREAS Many local individuals, groups, service clubs and businesses have organized and sponsored a variety of interesting virtual events for 10 days of fun during this year's virtual carnival; and

WHEREAS In order for all citizens to reflect the spirit of the virtual carnival, we encourage them to wear their Bon Soo attire; and

WHEREAS This year celebrates the **58th Anniversary** of this community winter festival:

NOW THEREFORE, I, Christian Provenzano, as Mayor of the City of Sault Ste. Marie, request that all citizens support the virtual carnival and wear a Bon Soo button during the period of **February 5th to February 14th, 2021** which I now proclaim as **"ONTARIO WINTER CARNIVAL BON SOO SEASON"** in the City of Sault Ste. Marie. Bon Soo is for you – Let It Snow!

Signed,

Christian Provenzano
MAYOR

Proposal to City Council

Jim Boniferro, Board Chair
Robert Brewer, President & CEO
January 25, 2021

Background

The Shareholder Agreement for PUC Inc. with respect to matters requiring approval of the Shareholder has not been updated since 2009

1. Capital expenditures for PUC Inc. (PUCI) and its affiliates PUC Distribution Inc. (PUCD) and PUC Services Inc. (PUCS) have increased significantly over past few years and projections indicate they will continue to do so over the long-term planning horizon

2. Financing strategies have been put into place to ensure cash reserves are available to fund the rising capital requirements

Shareholder Agreement

The Shareholder agreement between the City of Sault Ste. Marie and PUCI requires that the Shareholder approve the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of **$5,000,000** or any capital expenditures which, in aggregate, are in excess or **$10,000,000** in any financial year of PUC Inc. or the Subsidiary Corporations on a consolidated basis.

It is being recommended that these thresholds be increased to more appropriately reflect changing business conditions

Information

1. Over the next 7 years, total capital requirements surpass $78M for PUCD and PUCS combined

2. Investments in infrastructure renewal for PUCD provides long-term value to its customers (system reliability) and to its Shareholder (increased Enterprise Value)

3. As capital expenditures increase, rate base for the utility increases and value to the Shareholder improves (ave. return on investment 8% annually over next 7 years)

Information cont.

- Through normal course of business, capital investments and financing strategies over the next 7 years are at levels much higher than current Shareholder Agreement thresholds
- Thresholds of $10M for single capital expenditure/borrowing and $20M for aggregate are more appropriately aligned with long-term planning projections to allow for required asset replacement
- One-time projects requiring extensive capital and financing needs will continue to be brought forward for separate approvals (eg. SSG)

Recommendation:

That the Shareholder of PUC Inc. approve clause (g) of Schedule "A" be amended with respect to "matters requiring the approval of the Shareholder of PUC Inc." to be:

The Shareholder agreement between the City of Sault Ste. Marie and PUCI requires that the Shareholder approve the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of **$10,000,000** or any capital expenditures which, in aggregate, are in excess or **$20,000,000** in any financial year of PUC Inc. or the Subsidiary Corporations on a consolidated basis.

Donation Spending Background

The Shareholder Agreement for PUC Inc. with respect to donation spending has not been updated since 2013

1. Every year, PUC Inc helps countless charities and programs within the community. Harvest Algoma, Local Food Trail, John Howard Society - Feed the Kids Program, Algoma Autism Foundation and YMCA Strong Kids are just a few that we supported in 2020.

2. Currently, PUC has a $50,000 limit on donations in a single year. Any over $2,000 must be approved by the president and no single donation will exceed $10,000. There has been no account for inflation since the policy was created in 2013.

Background cont.

3

In March of 2020, PUC revised its donation policy to focus on four key pillars to better reflect its key values:

GUIDING PRINCIPLES (The Four Pillars)

1. **STEM** (Science, Technology, Engineering and Mathematics).

2. **Employee-Related Causes include corporate gift matching, and volunteer approval**.

3. **Healthy, Safe and Active Lifestyles for Children**.

4. **Hallmark Community Event Participation**

Donation Request

1. PUC would like to see the $50,000 limit increased to $100,000. The amendment to the shareholder agreement will have no impact on our customers or their monthly rate.
2. We see a great need in the community for financial support during the pandemic and in the future. This increase would enable PUC to provide additional support at a time when the people of Sault Ste. Marie need it the most
3. The impact of COVID-19 has been tremendous on many charities and causes, creating a greater need at a time when many are unable to give

Sault Smart Grid

Council Update Jan 25, 2021

Background

- In July 2018, Sault Ste. Marie City Council was briefed on the Sault Smart Grid (SSG) project:
  - Two main components, Voltage Optimization (VVO) and Distribution Automation (DA)
  - Other grid benefits:
    - Grid Insight, increased accommodation of DER's (EV's, small home generation) and significantly reduced GHG emissions provincially (estimated at 2804 tonnes annually)
    - Project cost, customer rate benefits
- SSG was submitted to the OEB, and was then amended based on feedback received

Amended Application

- Primary differences from original application:
  - Financed through traditional financing rather than through a Public-Private Partnership model (P3).
    - Results in interest savings
    - PUC directly contracts to EPC contractor & issued RFP in mid 2020.
      - Black & Veetch was the successful bidder
      - EPC backing energy savings through contractual obligations
    - Simplifies project structure
  - Moves expertise and technology into PUC ranks.

Next Steps

- Currently working through Interrogatory questions from OEB staff and Intervenors
- Should have a project go or no-go from the OEB by summer.
- PUC will return to Council, if approved, with revised project schedule, financing, final budget and ratepayer impact/savings.

QUESTIONS?

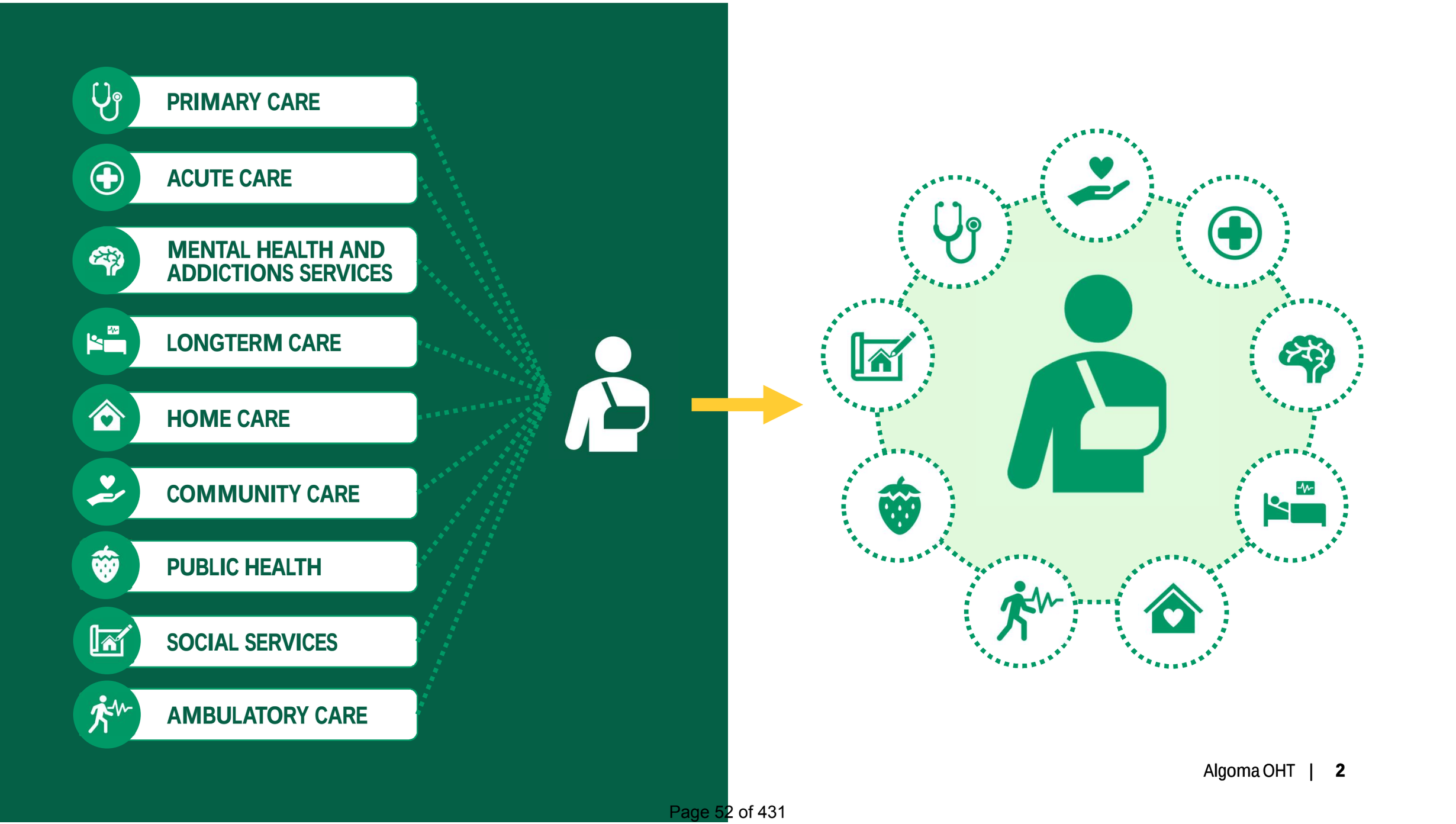
Community Wellness Bus

Erik Landriault, Director, Integrated Care

Presentation to City Council, Sault Ste Marie

25 January 2021

ÉQUIPE SANTÉ
ALGOMA ONTARIO
HEALTH TEAM


PRIMARY CARE
ACUTE CARE
MENTAL HEALTH AND ADDICTIONS SERVICES
LONGTERM CARE
HOME CARE
COMMUNITY CARE
PUBLIC HEALTH
SOCIAL SERVICES
AMBULATORY CARE

Project Overview: Community Wellness Bus

- Downtown Area identified as diverse underserved population with unmet needs
- Initiated planning in the Fall to be responsive to evolving community needs, coming together in a new way to better align health and social services
- Following review, designed the **Community Wellness Bus**, based on Canadian and International best practice on mobile outreach services

Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Sault Ste. Marie POLICE

Algoma Family Services
SERVICES AUX FAMILLES D'ALGOMA

Ontario

Algoma
Nurse Practitioner-Led Clinic

Superior Family Health Team

Canadian Mental Health Association
Association canadienne pour la santé mentale

Sault Area Hospital
Hôpital de Sault-Sainte-Marie

Background: Why is it Needed?

On-going issues of access to primary care & mental health and addictions services in the Downtown area

Rate of hospitalization due to mental health and addictions is 554/100,000 residents compared to 184 in Ontario; including a rate 2x more due to:

- Self harm
- Drug toxicity
- Opioid toxicity

COVID-19 has exacerbated many of these interlinked economic, social and health issues



Brandi's Boots

Community Wellness Bus

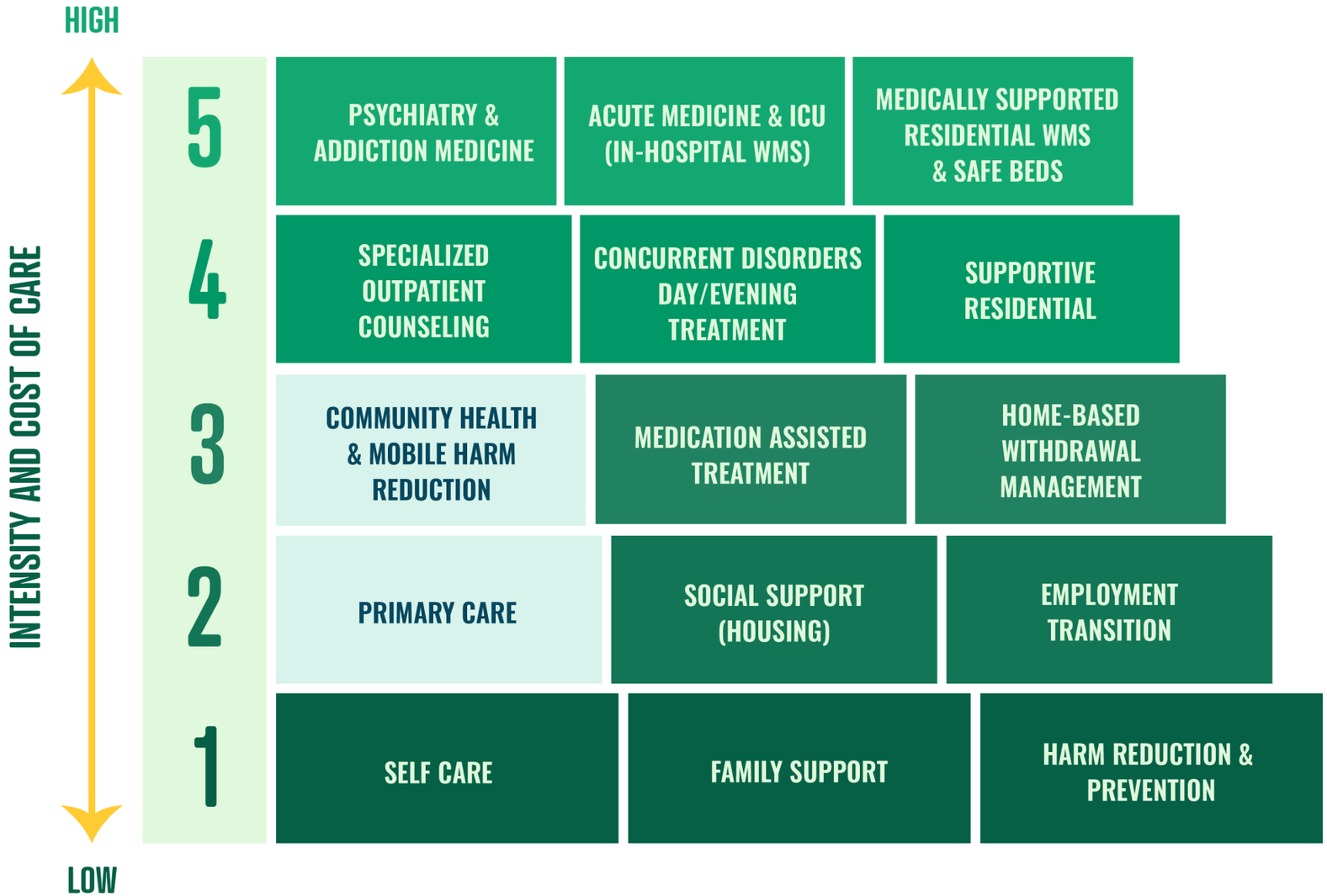
- Outreach model (operating outside of facilities) that leverages organizational programmes and expertise, particularly in primary care and mental health and addictions
- Based on an adapted primary care model that can provides direct care, will supporting system navigation and referrals (social and health)
- Built with access and equity in mind (after hours, locations, partnerships, etc.)



Community Wellness Bus Mock-Up

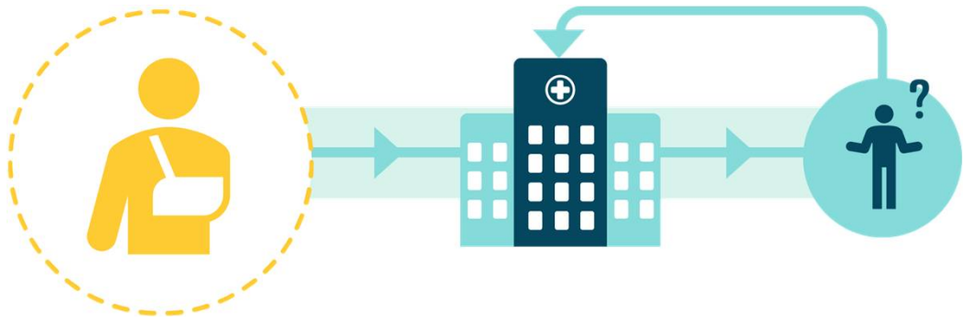
Objectives of the Community Wellness Bus

- To provide outreach services to meet community members where they are at
- To deliver culturally sensitive care and be a pathway for individuals to access health and social services
- To improve community safety with an added presence and community engagement
- To re-build trust with the community and enhance well-being


HIGH
INTENSITY AND COST OF CARE
LOW
5
PSYCHIATRY & ADDICTION MEDICINE
ACUTE MEDICINE & ICU (IN-HOSPITAL WMS)
MEDICALLY SUPPORTED RESIDENTIAL WMS & SAFE BEDS
4
SPECIALIZED OUTPATIENT COUNSELING
CONCURRENT DISORDERS DAY/EVENING TREATMENT
SUPPORTIVE RESIDENTIAL
3
COMMUNITY HEALTH & MOBILE HARM REDUCTION
MEDICATION ASSISTED TREATMENT
HOME-BASED WITHDRAWAL MANAGEMENT
2
PRIMARY CARE
SOCIAL SUPPORT (HOUSING)
EMPLOYMENT TRANSITION
1
SELF CARE
FAMILY SUPPORT
HARM REDUCTION & PREVENTION

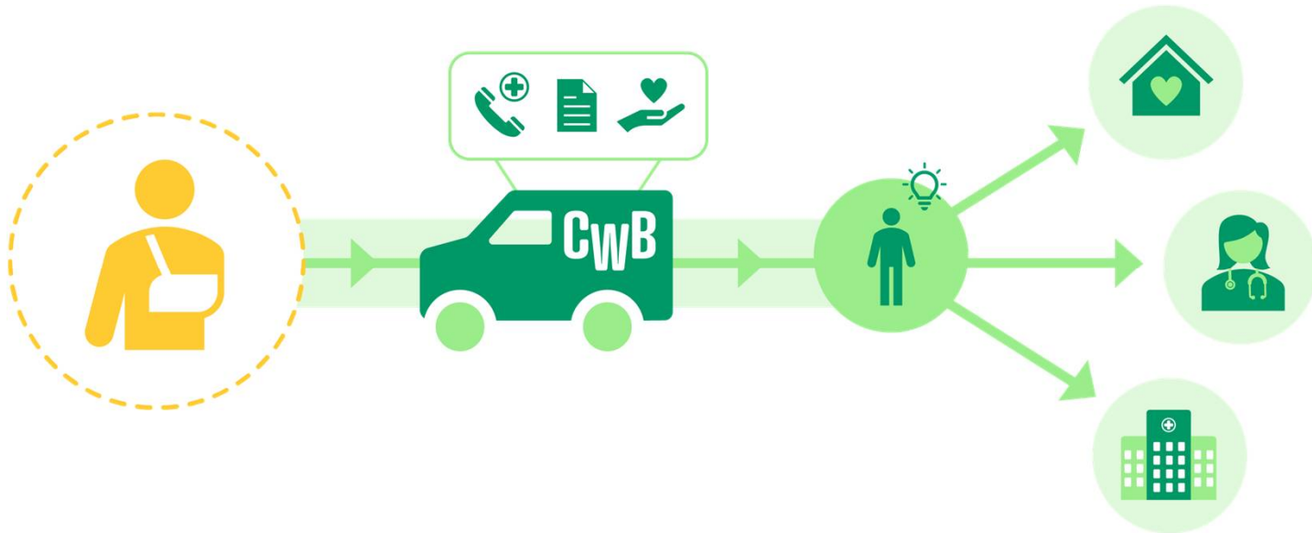
Existing State

- Reactive approach
- Based on a more medicalized model; relying on emergency services
- Cycle of episodic care



Future State

- Proactive outreach
- Based on community-based model of care (integrates health and social aspects)
- Opportunity for earlier interventions and on-going presence



Initial Staffing

- Registered Health Professional (i.e. RN)
- Registered Mental Health & Addiction Services Worker
- Peer Worker

+ strong connection and collaboration with partners across social and health services

Timelines, Deliverables and Outcomes

Short Term **(Spring 2021)**	Programme launch Programme awareness Develop health and social partnerships Initial outreach services
Medium Term **(Summer / Fall 2021)**	Increase use of Community Wellness Bus services Outreach at multiple locations Community awareness Improved user and community satisfaction Established health and social partnerships
Long Term **(2021-2022)**	“Nobody left behind” Decrease in unnecessary emergency visits Proactive intervention and referrals Improved user satisfaction with health services Appropriate use of health and social services

Recap: Importance & the Work Ahead

- Improve continuity of care for underserviced community members
- Improve health outcomes and equity; in partnership with community
- Improve health system utilization by meeting people where they are at
- Facilitate access to multitude of health and social services
- Facilitate trust building between underserved community members and the health system



Thank you

Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Sault Ste. Marie POLICE

Algoma Family Services
SERVICES AUX FAMILLES D'ALGOMA

Ontario

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Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Recent DSSMSSAB Investments





Ministry of Transportation

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des Transports

Bureau de la ministre

777, rue Bay, 5e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports



January 14, 2021

107-2020-5060

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

Dear Mayor Provenzano:

I am pleased to announce the launch of the 2020-21 Gas Tax Program and to advise you of your funding allocation.

Our government is committed to working with municipalities to improve Ontario's transportation network and support economic growth. Investing in transit will reduce traffic congestion, create jobs and help businesses to develop and prosper.

The City of Sault Ste. Marie will be eligible to receive an allocation of **$1,221,595** for this program year.

In the coming days, we will forward the electronic versions of your Letter of Agreement, along with program guidelines, reporting forms and the Canadian Content for Transit Vehicle Procurement policy to the primary contact at the City of Sault Ste. Marie.

Please return a scanned copy of the signed Letter of Agreement in pdf format, the required supporting by-law (if applicable) and the 2020 Reporting Forms to **MTO-PGT@ontario.ca**.

In the 2019 Budget, the province committed to reviewing the current program, in consultation with municipalities, to identify opportunities for improvement. Following a careful consideration of municipal and transit stakeholder feedback, the ministry implemented two changes that were identified as areas for improvement to the 2019-20 program:

- The baseline spending requirement was removed; and
- Municipalities were permitted to submit a scanned copy of the municipal by-law instead of a certified copy.

The review of the Gas Tax program has been completed and no additional changes are being considered for the 2020-21 program.

…/2

The ministry recognizes the impact that COVID-19 has had on municipal transit systems in 2020. We will continue to monitor the impacts to key elements, such as municipal transit ridership and the availability of funding that is generated from the sale of gasoline, as these influence the Gas Tax allocations for the 2021-22 program.

If you have any questions regarding the program, please contact Jamie Pearce, Director, Municipal Programs Branch, at (437) 218-1788.

Sincerely,



Caroline Mulroney
Minister of Transportation

c. Ross Romano, MPP, Sault Ste. Marie

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Lisa Petrocco, CPA, CGA, Manager of Taxation
DEPARTMENT:	Corporate Services
RE:	Vesting of Unsold Tax Sale Properties

PURPOSE

The purpose of this report is to seek Council approval to vest the following unsold tax sale properties in the name of the City:

- 00000 Stevens Street 030-047-072-01

As well as to vest the following unsold tax sale properties in the City's name and transfer to the District of Sault Ste. Marie Social Services Board (DSSAB). These transfers would be part of the initiative with DSSAB to expand access to affordable housing in Sault Ste. Marie.

- 23 Blake Avenue 030-046-048
- 148 Dacey Road (Rear) 010-070-109

BACKGROUND

The above noted properties were listed for tax sale in October 2019. The properties did not receive any bids and therefore the City may exercise its right to vest (assume title to) the properties in the City's name in accordance with the *Municipal Act*.

ANALYSIS

Staff has researched these properties and have not found any indication that there are any significant environmental issues related to these properties.

The Engineering Department has identified the Stevens Street property containing a drainage outlet for Elmwood Ave storm sewers and Stevens Street ditches.

DSSAB has expressed an interest in 23 Blake Avenue and 148 Dacey Road (Rear) for affordable housing purposes. On December 22, 2020, the DSSAB Board passed the following resolution:

"BE IT RESOLVED THAT the District of Sault Ste. Marie Social Services Administration Board purchase from the City of Sault Ste. Marie the unsold tax sale properties located at 23 Blake Avenue and 148 Dacey Road (rear) at a cost of $1 each."

These three properties continue to accrue taxes and interest with no likelihood of collection. Once these properties have been vested in the City's name the taxes and penalties outstanding totalling $45,192.42 will be written off and no further taxes will accrue.

Finance staff is recommending that 23 Blake Avenue and 148 Dacey Road (rear) be transferred to DSSAB for $1 each.

FINANCIAL IMPLICATIONS
There is an annual budget allocation for tax write-offs of which the $45,192.42 of arrears taxes can be accommodated.

STRATEGIC PLAN / POLICY IMPACT
Not applicable.

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

Resolved that the report of the Manager of Taxation dated 2021 01 25 concerning the Vesting of Unsold Tax Properties be accepted and Council authorize the Manager of Taxation to vest these properties in the City's name and transfer 23 Blake Avenue and 148 Dacey Road (rear) to DSSAB for $1 each.

Respectfully submitted,



Lisa Petrocco, CPA, CGA
Manager of Taxation
705.541.7065
l.petrocco@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**RFP – General Insurance Services**

PURPOSE

This report has been prepared for your information and consideration, on behalf of the Evaluation Committee, concerning proposals received for the provision of General Insurance Services for the City of Sault Ste. Marie for the three (3) year period commencing February 28, 2021, as required by the Legal Department of the City. Staff is seeking Council approval of the Evaluation Committee's recommendation.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on November 26, 2020.

ANALYSIS

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

Algoma Insurance Brokers Limited/Marsh Canada Limited
Aon Reed Stenhouse Inc.
Frank Cowan Company

The proposals received have been evaluated by a committee comprised of staff from the Legal Department and the Purchasing Division – Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is the Frank Cowan Company. The Frank Cowan Company proposal provides enhanced liability insurance coverage plus access to their industry leading resource center with a wide range of municipal risk management tools.

FINANCIAL IMPLICATIONS
The 2021 approved budget figure for the insurance premium is $1,510,065, which is inclusive of applicable taxes.

Frank Cowan Company is proposing an annual premium for February 28, 2021-2022 to be $1,407,928.68. After adjusting for the corporate fiscal period (January 1, 2021 to December 31, 2021), inclusive of applicable taxes, the total cost for 2021 is $1,368,671.93. This premium represents an increase of approximately 24% as compared to the 2020 insurance premiums.

From these amounts, there will be a portion that is allocated to the Police Services and the Library, as they are part of the City's insurance program. The 2021 insurance cost can be accommodated within the corporate operating budget.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Manager of Purchasing dated 2021 01 25 be received and the recommendation that the proposal submitted by Frank Cowan Company to provide General Insurance Services for the City of Sault Ste. Marie, as required by the Legal Department, be approved. The contract will commence February 28, 2021 and continue for a period of three (3) years.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2020

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**RFQ – Vehicular Wayfinding Signage Phase 2**

PURPOSE

This report has been prepared for your information and consideration for the fabrication, and installation of Vehicular Wayfinding Signage as required by Community Development and Enterprise Services. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Community Development and Enterprise Services staff have been collaborating on the development of a comprehensive wayfinding strategy.

At its February 5, 2020 Meeting, Council approved the engagement of Hansen Signs of Moncton, NB for the supply and installation of vehicular wayfinding signage. Proposals were solicited on a competitive basis in response to an RFP issued on December 9, 2019.

The City's main entrance signs were replaced with new trilingual signage that is consistent with the recently approved community branding strategy. In addition, other wayfinding signage in the downtown area was replaced with new signage consistent with the City's new brand.

In the Council Report, Council was informed that additional signage would be replaced with a phased-in approach as funding is approved.

ANALYSIS

At its December 14, 2020, Council approved the recommendations in the Reports of the Director of Tourism and Community Development, and the Senior Planner requesting approval to allocate additional funding for vehicular wayfinding signage. A total allocation of approximately $348,220 was approved – $188,217 from MAT revenues and $160,000 from NOHFC funding. The NOHFC funding must be used for vehicular wayfinding signage in the Downtown only.

Staff is requesting approval of single sourcing of the fabrication, and installation of additional vehicular wayfinding signage to Hansen Signs. This signage was referenced in the RFP of December 9, 2019 as being a future consideration and 2020 pricing was included in the Proposals.

Approval of single sourcing for Vehicular Wayfinding Signage Phase 2 is recommended on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing services is a paramount consideration.

FINANCIAL IMPLICATIONS
Hansen Signs has quoted a cost of approximately $339,785 including the non-rebatable portion of the HST for the fabrication and installation of the vehicular wayfinding signage in phase 2 of the Project.

This amount can be accommodated within the approved allocation of $348,220.

STRATEGIC PLAN / POLICY IMPACT
Upgrades to the City's Wayfinding Signage aligns with the Creation of Social and Economic Activity as listed in the Community Development and Partnerships focus area of the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Manager of Purchasing dated 2021 01 25 be received and the recommendation that the quotations submitted by Hansen Signs of Moncton, NB at a total quoted cost of approximately $333,908.98 plus HST be approved, on a single source basis.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tim Gowans, Manager of Purchasing**
DEPARTMENT:	**Finance Department**
RE:	**RFQ – Questica Budgeting Software**

PURPOSE

This report has been prepared for Council's information and consideration concerning acquisition of Questica Budgeting Software including annual software subscription fees for a five-year period commencing February 1, 2021 as required by the Finance Department – Corporate Services. Staff is seeking Council approval of the recommendation contained in this report.

BACKGROUND

Questica is a cloud based multi-user budgeting software solution that fully integrates with the City's Diamond Municipal financial system (Microsoft Dynamics GP), allowing all City departments to access the latest figures and reports.

Questica includes modules to allow Staff to manage their budgets on a regular basis; integrates with the City's Avanti HR system to model and forecast staffing costs; create multiple year Capital Budgets; and track performance statistics and allocations.

ANALYSIS

Questica is the only Budgeting Software package available that fully integrates with Microsoft Dynamics GP. The Finance and Information Technology Departments have evaluated its capabilities to meet the City's requirements for budgeting software and determined that it meets these.

Approval of sole sourcing for acquisition of this software is recommended on the basis, in accordance with the Purchasing By-law, when the standardization and compatibility of a procurement with existing services is a paramount consideration; and there is an absence of competition for technical reasons and these services can only be supplied by a particular Supplier.

It is anticipated that the Budgeting Software package will run in parallel with the City's current budget practices for the 2022 budget year, and be fully implemented for the 2023 budget year.

FINANCIAL IMPLICATIONS

Questica has provided pricing for the five-year term. Year 1 fees are approximately $111,187 plus HST - $87,000 for professional services related to design, analysis, configuration, project management, training, integrations, and IT services, plus $24,187 for the software subscription. In addition, a contingency of $20,000 will be allotted to allow for customizations and added features. Years 2 and 3 software subscription fees will be $24,187 plus HST for each year. A 3% Inflationary Increase will apply to subscription fees for years 4 and 5.

In Information Technology's 2020 operating budget, $185,400 was approved for a Chief Technology Officer position. This position was not filled in 2020. Staff is requesting Council to approve the transfer of the full unspent $185,400 to the Computer Software Reserve. As there is no available approved funding for the Budgeting Software implementation and first year software fee, Staff is recommending that the first year cost including contingency of approximately $133,144 (including non-rebatable HST) be approved out of the Computer Software Reserve, subsequent to Council's approval of the requested reserve transfer. An operating increase request will be submitted for the ongoing software maintenance costs beginning with the 2022 budget year.

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the Corporate Strategic Plan but may be linked to the Service Delivery Focus Area of the Plan – Eliminating barriers to Business and Streamlining Processes.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated January 25, 2021 be received, and the recommendation that acquisition of Questica Budgeting Software as well as continuing annual software subscriptions for a five-year period commencing February 1, 2021 (first year cost of $133,144 including non-rebatable HST), be approved, on a sole source basis.

Further be it resolved that the recommendation that $185,400 be transferred to the Computer Software Reserve from unspent funding in IT's 2020 operating budget, and that the first year cost of the Questica Budgeting Software of $133,144 (including non-rebatable HST) be funded out of the Computer Software Reserve; be approved.

By-law 2021-15 authorizing signature of the Software Subscription Agreement appears elsewhere on the Council Agenda.

Respectfully submitted,



Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Tom Vair, Deputy CAO, Community Development and Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	PUC Smart City Pilot Project

PURPOSE

The purpose of the report is to seek Council approval to enter into an agreement with PUC Services to participate in a pilot project for Smart City technology.

BACKGROUND

City staff and PUC Services have been investigating the potential to deploy Smart City sensors on existing and new LED streetlights, including Radar Sensors as part of their Smart City strategy.

The sensors will be procured by PUC and are supplied by the vendor, Liveable Cities/Led Roadway Lighting (LRL) and are managed and monitored using an advanced, cloud-hosted software platform called SmartLinx CMS, which under this Proof of Concept is available to stakeholders at the City and PUC.

City staff and PUC intend to conduct a Proof of Concept (POC) at select locations within the City to demonstrate and test the Smart City sensors in a real-world environment. A total of forty (40) Smart City sensors will be deployed and the demonstration is expected to operate over a six (6) month period. The cost of the pilot project is $2,000.

The data captured by the sensors will provide traffic flow, traffic counting, average speed and volume information that will be used by the Engineering and Traffic departments as part of their ongoing work monitoring traffic data. The sensors do not identify specific vehicles or collect license plate information.

The City and PUC intend to evaluate the option of additional deployments of the Smart City sensors within the City at the successful conclusion of the POC.

ANALYSIS
A number of advances have been made in Smart City technology and an opportunity exists to leverage streetlight infrastructure to provide additional services for the City and PUC.

The pilot will enable City staff to evaluate the performance of the technology and information generated to assess its use moving forward.

FINANCIAL IMPLICATIONS
The cost of the pilot is $2,000 and can be accommodated within the Engineering operating budget.

STRATEGIC PLAN / POLICY IMPACT
This project aligns with the City's vision to be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario.

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

The relevant By-Law 2021-14 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Tom Vair

Deputy CAO, Community Development & Enterprise Services

705.759.5264

t.vair@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Tom Vair, Deputy CAO**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Environmental Sustainability Committee – Terms of Reference Revision**

PURPOSE

The purpose of this report is to respond to the request by Council to revise the membership composition of the Environmental Sustainability Committee. This report seeks Councils approval to increase the membership of the committee from eight (8) members to nine (9).

BACKGROUND

At the November 30, 2020 Council meeting, the following motion was approved by Council:

> *Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2020 11 30 concerning the Environmental Sustainability Committee Terms of Reference be received and that the existing Municipal Environmental Initiatives Committee (Green Committee) be replaced with a new Environmental Sustainability Committee and the attached Terms of Reference be approved.*

Furthermore, on the January 11, 2021 Council meeting, the Environmental Sustainability Committee membership was approved:

> *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.*

ANALYSIS

The Environmental Sustainability Committee (ESC) will support collaboration and advance projects as they relate to the protection and enhancement of community environmental sustainability. Public and Council feedback regarding the appointment of the committee members on January 11, 2021 recommended that

staff revise the Terms of Reference to include the opportunity for additional membership. Membership was originally set to consist of a maximum of eight (8) members to be appointed by Council Resolution. A pool of qualified candidates is still available from those who applied to be on the committee, and should be reviewed again to select further membership by the Board and Committee Nominating Committee.

The revised Terms of Reference for the Environmental Sustainability Committee presented for approval by council resolution are included in Appendix A.

The key change being proposed is summarized below:

1. Increase the limit of committee members from eight (8) members to nine (9).

In addition, the ESC is open to create subcommittees for specific projects and / or tasks to which membership can include members of the general public. The ESC will also welcome presentations from community groups regarding projects that align with the committee's scope.

FINANCIAL IMPLICATIONS
There are no financial implications associated to this report.

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

The recently approved Sault Ste. Marie Community Greenhouse Gas (GHG) Reduction Plan recommends that the ESC will oversee the plans implementation, including reporting on progress annually.

The FutureSSM community development strategy includes Environmental Sustainability as one of the four pillars of community development.

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

Resolved that the report of the Deputy CAO dated 2021 01 25 concerning the Environmental Sustainability Committee – Terms of Reference Revision be received and that Council accept the addition of one additional committee member to increase the committee composition to nine (9) and that the revised Terms of Reference be approved.

Respectfully submitted,



Tom Vair
Deputy CAO
705.759.5264
t.vair@cityssm.on.ca

ENVIRONMENTAL SUSTAINABILITY COMMITTEE

TERMS OF REFERENCE

1.0 Background

In 2007, following a council resolution, the City of Sault Ste. Marie (the City) Municipal Environmental Initiatives Committee (Green Committee) was formed to report on the Municipality's current environmental activities and the future plan to reduce carbon dioxide (CO_2) emission from Municipal operations. The Green Committee has been involved in many environmental initiatives, specifically relating to fleet management (e.g. Idle Free Sault Ste. Marie), waste management (e.g. recycling, waste diversion), municipal operations (e.g. energy efficiency retrofits) and public awareness (e.g. Yellow Fish Road).

In early 2019, the City of Sault Ste. Marie (the City) received funding from the Federation of Canadian Municipalities (FCM) under the Municipalities for Climate Innovation Program (MCIP) to increase capacity to reduce community greenhouse gas (GHG) emissions. This funding aligns with the community development pillar of Environmental Sustainability, which was identified as one of the four strategic priorities in the Community Adjustment Committee (CAC) report, *A Common Cause and New Direction for Sault Ste. Marie (Community Adjustment Committee. 2017).* FutureSSM was tasked with implementing and building on recommendations in the CAC report, including creating a community GHG emissions inventory and reduction plan to help implement community climate change priorities.

In late 2019, the Green Committee Council members discussed a revision of the Terms of Reference and a transition of Green Committee funds to the Community Development Fund (CDF) to support the four pillars of the Community Development Strategy, which will include funding for community environmental and sustainability projects.

2.0 City of Sault Ste. Marie Environmental Sustainability Committee

2.1 An advisory committee to be known as the "**Environmental Sustainability Committee**" or ESC: hereafter referenced to as the "Committee" is established as a Municipal Committee in accordance with the Municipal Act, 2001.

2.2 The ESC is a Committee of Council and as such, is subject to the City of Sault Ste. Marie's procedure by-law.

3.0 Purpose

3.1 The Committee will use an inclusive community based approach to support projects that relate to environmental sustainability.

3.2 The Committee will also oversee the review and implementation of the Sault Ste. Marie GHG reduction plan to advance climate change action across the community. They will follow

the FCM ‘Partners for Climate Protection’ (PCP) Program five-milestone framework which includes:

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

4.0 Responsibilities

4.1 The Committee has been established to support collaboration and advance projects as they relate to the protection and enhancement of community environmental sustainability, specifically:

I. Recommend project priorities and assist in the review and implementation of the community and corporate greenhouse gas (GHG) reduction plan, including reporting on progress annually;

II. Report on the City’s progress regarding energy management, GHG emissions reduction and environmental initiatives within municipal operations;

III. Assist in formulating and recommending environmental and sustainability policies, plans and practices, and making recommendations for continuous improvement;

IV. Review and recommend funding applications to the Community Development Fund for Environmental Sustainability projects;

V. Support local initiatives that promote environmental sustainability and conservation of the local natural environment and ecosystems;

VI. Develop a list of priorities which support environmental sustainability for Council consideration as part of the annual budget cycle;

VII. Create and highlight opportunities for the general public to learn about and advocate for Climate Change mitigation in Sault Ste. Marie as well as encouraging activities and outreach in environmental matters, specifically educational programs.

5.0 Membership

5.1 The Committee will consist of a maximum of nine (9), members who will be appointed by Council Resolution, each of whom will be a person qualified to be elected or to hold office as a member of Council. City staff will serve as resources for the Committee.

- Up to one (1) member may be a Council member.

- Up to eight members from the community to provide diverse input and community involvement (e.g., First Nations, utility providers, business, health, science, non-profit and industrial sectors)

6.0 Governance

6.1 At its first meeting in each calendar year, a Chair and Vice-Chair will be selected by the Committee.

6.2 The Chair will preside over each meeting, ensuring the rules of procedure are followed in the City's Procedure By-law.

6.3 The Chair will assist the staff resource in identifying items for the meeting agenda and liaise with Committee members as required.

6.4 The Vice-Chair, in the absence of the Chair, will be responsible for convening and conducting meetings.

7.0 Term of Appointment

7.1 With the exception of appointments to the first Committee, the Council member(s) will have a term subject to the Municipal Procedure By-Law but in any event will not extend past the end of the term of office of the appointing Council.

7.2 For the purposes of continuity, the non-council members will have a term equal to the term of the appointing Council, unless the Committee rules otherwise on a case by case basis.

8.0 Meetings

8.1 Meetings will be held bi-monthly, or on an as-needed basis for the first year and then quarterly after that on a date and time agreed upon by the Committee.

8.2 The rules of procedures of the City of Sault Ste. Marie Procedure By-law will govern the meetings proceedings the Committee.

8.3 Meetings will take place at City Hall (99 Foster Drive), or remotely as required.

9.0 General Administration

10.1 Any responsibilities not clearly identified within these Terms of Reference will be the responsibility of the City of Sault Ste. Marie. Council may, at its discretion, change the Terms of Reference for this Committee at any time. Any changes proposed to these Terms of Reference by the Committee will be recommended to Council via the appropriate staff person through a report to Council.

10.0 Open Meetings

10.1 All meetings of the Committee will be open to the public except where a meeting may be closed to the public by the Municipal Act; or applicable legislation.

10.2 A person may be expelled from a meeting for improper conduct at a meeting.

11.0 Minutes

11.1 A staff resource from the City will provide minute taking for the Committee.

11.2 The Committee will keep minutes of its meetings. The minutes will be posted on the municipal website where every member of the Committee, Public and Council may have access

11.3 Minutes of open meetings of the Committee are public documents. The Committee will report annually via progress updates to City Council.

12.0 Quorum

12.1 A majority of members of the Committee constitutes quorum.

13.0 Voting

As stated in the procedure by-law.

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Mausoleum Update**

PURPOSE

To provide Council an update on the strong sales performance for the most recent Mausoleum build.

BACKGROUND

At a Council meeting dated May 21, 2019 the following resolution was passed.

> Resolved that the report of the Director of Community Services dated 2019 05 21 concerning Mausoleum Phase XV – Design and Planning be approved and staff be authorized to issue an RFP for the provision of architectural services to advance the construction of a new mausoleum.

Furthermore, at a Council meeting dated January 6, 2020 the following resolution was passed.

> Resolved that the report of the Manager of Purchasing dated 2020 01 06 be received and that the tender for Mausoleum Expansion – Phase XV be awarded to Gough Masonry Ltd., at their low tendered price, meeting specifications, of $1,013,000.00;
>
> Further that the City's Consultant (IDEA Inc.) be authorized to issue a Letter of Intent to Gough Masonry Ltd. to commence mobilization for the project.
>
> A By-law authorizing signature of the Contract for this project will appear on a future Council Agenda.

ANALYSIS

The Cemetery was sold out of mausoleum crypts in early 2020. The construction of the 15th mausoleum was recently completed in November 2020 further to

Council's approval. Single and Companion Crypts went on sale on November 30, 2020 and interest was very high resulting in 100 of the 144 crypts being purchased broken down as follows.

Crypt Type	First Level Sales	Second/third level Sales	Fourth Level Sales	Total Sales
Single Crypts	9	37	15	61
Companion Crypts	10	19	10	39
				100

This represents approximately 70% of all until available units and a corresponding payback of approximately two (2) days. This is unprecedented and will help replenish the Cemetery reserve, which will form a good basis for a future mausoleum build should Council choose. The sales within the first few days are the highest it has been for mausoleum sales since the service was first introduced in Sault Ste. Marie in 1983. This has aided with financial performance, which was lagging resulting from fewer traditional burials as more non-traditional interments are taking place. This is a result of more cremations burials occurring along with more families taking cremations offsite instead of interring at the Cemetery.

The Cemetery maintains a master plan for future mausoleum build locations in the immediate area. The plan supports room for eight (8) to nine (9) more mausoleums, depending on demand and size. Current demand indicates the practical need for a new mausoleum.

City staff will bring forward a recommendation for a future build when the reserve reaches a level that would support. Pricing analysis is undertaken regularly to ensure our pricing is in line with other Northern Ontario municipalities.

FINANCIAL IMPLICATIONS
Costs for the Mausoleum project came in under budget by $43,825.51 at $969.174.49.

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 25 be received as information.

Respectfully submitted,



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

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Brent Lamming, Director of Community Services**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Transfer Payment Agreement for Municipal Transit for Municipal Transit Enhanced Cleaning**

PURPOSE

To seek Council approval to enter into a Transfer Payment Agreement (TPA) with the Ministry of Transportation in order to receive $44,803 to address additional cleaning costs resulting from the COVID 19 pandemic.

BACKGROUND

On June 29, 2020, the City received a letter (Appendix A) indicating that the City of Sault Ste. Marie will be eligible to receive an allocation of $ 44,803 for enhanced cleaning.

Furthermore, on December 17, 2020 the City was advised by email that an electronic copy of the transfer payment agreement (TPA) for Municipal Transit Enhanced Cleaning (MTEC) funding, for municipal execution between the City of Sault Ste. Marie and the Province of Ontario requires signing.

ANALYSIS

The Ministry of Transportation Ontario (MTO) has advised the City that it requires the items below in order to receive the funding.

(1) A report on eligible expenditures and

(2) An accompanying form attesting to the information listed in your report by January 31, 2021 (see by-law 2021-17 and supporting agreement elsewhere on the agenda for approval).

Transit Services and Finance have compiled applicable incurred costs and are prepared to submit documentation within the deadline. Requirements are as follows.

The MTO requires that a signature from our Mayor and other listed authorized representative (e.g., Clerk) and return a PDF version for ministerial signature to the MTEC email account: **MTO-Transit_Cleaning_Funding@ontario.ca**.

The municipality will also need to provide 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. Documents can also be sent to the MTEC email account: **MTO-Transit_Cleaning_Funding@ontario.ca.**

Staff have documented expenditures to ensure full utilization of funding.

FINANCIAL IMPLICATIONS
The municipality is required to provide a report for the eligible expenditures and funding will be directed to support Transit Service Operations, which has had increased requirements for enhanced cleaning throughout the pandemic.

STRATEGIC PLAN / POLICY IMPACT
The recommendation supports the focus area of the Community 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.

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 25 be received.

By-law 2021-17 and supporting Transfer Payment Agreement (TPA) for enhanced cleaning funding appear elsewhere on the agenda for approval.

Respectfully submitted,



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

Ministry of Transportation

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des Transports

Bureau de la ministre

777, rue Bay, 5e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports

Ontario

Monday, June 29, 2020

107-2020-2482

His Worship Christian Provenzano
City of Sault Ste. Marie
mayor.provenzano@cityssm.on.ca

Dear Mayor Provenzano:

Since first learning of COVID-19, Ontario has taken decisive action to contain the spread of this new virus.

The health and well-being of public transit passengers and employees is a top priority, and Ontario's public transit systems are critical to supporting the economy and getting people where they need to go.

The province is providing $15 million to municipalities across the province to support enhanced cleaning of their public transit systems and help reduce the transmission of COVID-19. This funding will assist with the municipality's public transit health and safety measures. I am pleased to advise you of your funding allocation.

City of Sault Ste. Marie will be eligible to receive an allocation of up to $ 44,803 for enhanced cleaning.

In the coming days, we will be forwarding the program details to the primary contact for the Gas Tax Program.

If you have any questions regarding the program, please contact Jamie Pearce, Director, Strategic Investments & Programs Branch, at MTO-Transit_Cleaning_Funding@ontario.ca.

Sincerely,

Caroline Mulroney

Caroline Mulroney
Minister of Transportation

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Donald B. McConnell, MCIP RPP, Director of Planning & Enterprise Services
DEPARTMENT:	Community Development and Enterprise Services
RE:	Accessible Pathway – Topsail Island

PURPOSE

The purpose of this report is to recommend a reallocation of existing funding to permit the development of a paved walkway around Topsail Island, replace a portion of the existing water's edge walkway and complete the paved walkway around Prince Island. The total distance is approximately 1.62 km.

BACKGROUND

The Corporate Multiyear Accessibility Plan (MAP) outlines a phased-in strategy to remove identified barriers within City facilities and services. The Accessibility Coordinator is currently working on a new MAP for the next five years. It is anticipated that the new plan will be presented to City Council in March. The proposed Topsail Island walkway will be identified as a project for 2021.

ANALYSIS

As part of the consultation process for the new Multiyear Accessibility Plan, the Parks Division has identified the creation of a 1.62 km accessible paved walkway around Topsail Island, the replacement of a portion of the existing water's edge walkway that was damaged by high water levels and the completion of the paved walkway around Prince Island.

The proposed walkway will be 2.5 m in width and conform to all of the Provincial Integrated Accessibility Standards for recreational trails.

The existing dirt trail is well used by the public year-round. This project would create an accessible walking trail at one of the community's most beautiful locations.

If approved, the work would be undertaken by Public Works and Engineering Services staff. The proposed Topsail Island walkway project is consistent with the Accessibility Advisory Committee's mandate and would create an outdoor

experience for the entire community. The estimated cost of the proposed work is $125,000.

FINANCIAL IMPLICATIONS
Each year, the City allocates $85,000 for barrier removal and other projects which improve accessibility at municipal facilities. Unspent money is transferred to the Barrier Removal Reserve until the $85,000 maximum level is reached. The current reserve balance is at the maximum which would prevent further transfer of unspent funds in 2020.

A total of $47,500 from the 2020 barrier removal annual budget allocation is unspent. The 2020 proposed plan included $34,000 to be used to install accessible seating at the John Rhodes arena with $32,000 additional monies from the Barrier Removal Reserve fund for a total of $66,000. This work was not undertaken in 2020, in part due to covid-19 restrictions and the closure of the facility.

Staff is recommending that the maximum reserve level be exceeded for 2020 and that the unspent 2020 funds be transferred to the Barrier Removal Reserve to construct the Topsail Island, water's edge and Prince Island walkways in 2021 for the estimated cost of $125,000. The additional required funding of $77,500 is available from the barrier removal reserve.

The John Rhodes arena accessible seating project will be undertaken either later this year or in 2022 dependent upon cost and available funding.

STRATEGIC PLAN / POLICY IMPACT
This project is consistent with the Infrastructure, Quality of Life and Community Development & Partnerships focus areas of the City's Corporate Strategic Plan.

This project assists with fulfilling the City's commitment to providing quality goods, services and facilities that are accessible to all persons we serve in a manner, that respects the dignity and independence of persons with disabilities.

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

Resolved that the report of the Director of Planning and Enterprise Services dated January 25, 2021 concerning Accessible Pathway – Topsail Island be received and that the 2020 unspent barrier removal project operating budget in the amount of $47,500 be transferred to the Barrier Removal Reserve; further that the Topsail Island, water's edge and Prince Island walkways accessibility project in the amount of $125,000 be approved as a 2021 project funded from the Barrier Removal Reserve.

Respectfully submitted,



Donald B. McConnell, MCIP RPP
Director of Planning & Enterprise Services
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d.mcconell@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Stephen Turco, RPP, Senior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	Downtown Plaza – FedNor Agreement

PURPOSE

The purpose of this report is to request Council's authorization to enter into a contribution agreement with FedNor, to support the implementation of the proposed Downtown Plaza.

BACKGROUND

At the August 12, 2019 Council meeting, staff presented the initial concept for a new civic plaza, to be located in the heart of Downtown Sault Ste. Marie. In that presentation, it was outlined that the City would be seeking a little over half of the project cost from government partners. Subsequent to that presentation, staff proceeded to submit funding applications to both FedNor and NOHFC.

ANALYSIS

The plaza is seen as a critical piece of infrastructure that will support the long-term revitalization of Downtown Sault Ste. Marie. With the FedNor funding confirmed, staff is now awaiting confirmation from NOHFC for additional funding for this project.

FINANCIAL IMPLICATIONS

At this time, staff is pleased to advise that FedNor will be providing a financial contribution of $500,000 towards the new plaza. A contribution agreement and executing by-law is attached elsewhere on Council's agenda, and is recommended for approval.

Staff will report further on the financial implications of the plaza project once final cost estimates are received from the design consultants and a decision from NOHFC is confirmed.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan highlights Quality of Life as key theme, and identifies both the Downtown Plaza Project and Downtown Revitalization Initiatives as key activities.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2021-10, authorizing the Mayor and City Clerk to execute a contribution agreement with FedNor, is listed elsewhere in the agenda, and is recommended for approval.

Respectfully submitted,



Stephen Turco, RPP
Senior Planner
705.759-5279
s.turco@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	**Mayor Christian Provenzano and Members of City Council**
AUTHOR:	**Travis Anderson, Project Manager FutureSSM**
DEPARTMENT:	**Community Development and Enterprise Services**
RE:	**Amendment to Destination Northern Ontario Community Partnership Wayfinding Agreement**

PURPOSE

The purpose of this report is to seek Council's permission to amend the Community Partnership Agreement with Destination Northern Ontario for community wayfinding approved pursuant to By-law 2019-213, and to authorize staff to allocate the refunded portion of the agreement to wayfinding projects scheduled for 2021.

BACKGROUND

On October 22, 2019 the following resolution approved By-law 2019-213.

> Resolved that By-law 2019-213 being a by-law to authorize the execution of the Agreement between the City and Destination Northern Ontario to implement a series of bilingual wayfinding signs in Sault Ste. Marie be passed in open Council this 22nd day of October, 2019.

As a result of this By-law an MOU was signed between the Corporation of the City of Sault Ste. Marie and Destination Northern Ontario (DNO), whereby the City provided DNO with $50,000 towards the implementation of bilingual wayfinding signage and DNO contributed an additional $50,000 of their own funds, and $50,000 of funding from FedNor for a total value of $150,000.

Wayfinding signage that qualified for this program was limited bilingual signs at the entrance to the community at the following locations; airport, international bridge crossing (Huron Street), west city limits (Second Line and Town Line) and the north and east entrance to the community.

Per the terms of this agreement the City was responsible for the procurement of fabrication and installation of the signs (as per the City's procurement process); however, all payments to the successful contractor were made by Destination Northern Ontario.

ANALYSIS

As a result of lower than expected costs associated with the fabrication and installation of wayfinding signage the total value of expenditures was $85,000. The City's share of the costs was limited to $28,300. As such the City is now entitled to a refund of $21,700.00.

The contract expired in March 2020. To receive the payment of the refund, it is required that the agreement be extended and amended so that the refund can be paid out.

As such, the amended agreement has been prepared. Once signed the refund will be provided. It is the recommendation of staff that Council authorize the full amount of the refund to be transferred to wayfinding projects scheduled for 2021, including outstanding stonework on the support structure for the new sign on Huron Street.

FINANCIAL IMPLICATIONS

By amending the agreement, the City will be eligible for a refund of $21,700. It is recommended that these funds be allocated to wayfinding projects scheduled for 2021.

STRATEGIC PLAN / POLICY IMPACT

The amended agreement continues to align with the Corporate Strategic Plan, specifically under the focus area – Community Development and Partnerships. The Strategic Plan encourages engagement and the exploration of mutual goals to grow our community, and collaboration with community partners and stakeholders.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director Tourism and Community Development dated January 25, 2021 concerning amendment to Wayfinding Memorandum of Understanding with Destination Northern Ontario be received and that the refund of $21,700 be allocated to 2021 wayfinding projects.

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

Respectfully submitted,



Travis Anderson
Director, Tourism & Community Development
T.anderson@cityssm.on.ca
705.989-7915

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Andy Starzomski, Manager of Traffic and Communications
DEPARTMENT:	Public Works and Engineering Services
RE:	Agreement with Electrical Safety Authority, Continuous Safety Services Program

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PURPOSE

The purpose of this report is to recommend to City Council the renewal of the Agreement between the City and the Electrical Safety Authority (ESA) for the Continuous Safety Services Program (CSS).

BACKGROUND

The CSS provides for the inspection of City buildings and facilities by the ESA. These inspections highlight possible electrical problems. City staff or electrical contractors can then fix those problems before they cause any injury. This program also provides inspections for other City installations such as traffic signals and pumping stations. An important component of the CSS is the training offered by the ESA. The training teaches City employees how to deal with electricity in a safe manner. City staff has found the program worthwhile in the years that the City has be involved in the program. Attached, as Schedule “A”, is the Application for the Continuous Safety Services Program.

ANALYSIS

This program is an important one for the City, as it shows the City’s due diligence in protecting its employees and members of the public from harm due to electrical failures and issues.

FINANCIAL IMPLICATIONS

For the three year period of April 1, 2021 to March 31, 2024 the fee of $31,527.21 plus HST (annually), can be accommodated in the Traffic Division’s operational budget.

STRATEGIC PLAN / POLICY IMPACT

This program supports the corporate strategic plan – Infrastructure, Asset Management and Maintaining Existing Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2021-16 authorizing the renewal of the ESA – Continuous Safety Services Program agreement appears elsewhere on the Agenda for Council's approval and furthermore it is recommended that the associated annual fees for this service be approved.

Respectfully submitted,

Andy Starzomski
Manager of Traffic and
Communications
705.574.1074
al.starzomski@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Karen Fields City Solicitor
DEPARTMENT:	Legal Department
RE:	Sault Ste. Marie Kennel Club Lease

PURPOSE

The purpose of the report is to seek Council's approval to amend the current lease with the Sault Ste. Marie Kennel Club ("the Club") with the purpose of ultimately terminating the lease this year.

BACKGROUND AND ANALYSIS

The Club has been a non-profit organization in the community since 1964. They are committed to promoting responsible dog ownership and providing education to the general public by way of seminars, classes and events. The Club has a lease with the City for the property located at civic 76 Fourth Line West, Sault Ste. Marie. The lease was entered into on March 1, 2012 and has a termination date of February 28, 2037. The lease contains no clause that allows for an early termination of the lease except if the Club were to dissolve. The Club paid rent in the sum of $500.00 plus HST for the entire term. In turn the Club would be responsible for all costs of repairs to the building, equipment and fixtures during the term and are required to keep the building and grounds neat and tidy at all times and in good repair. The Club has approached the City to advise that the property no longer meets their needs and the space is no longer large enough. The Club has asked to have the lease agreement amended to allow for a two month notice period for the termination of the lease.

The Club has made repairs and upkeep to the building over the years including new siding, partial roof replacements, new doors, steps, ceiling fans, a gas furnace and a hot water tank to name a few. Upon an inspection on December 18, 2020 it was noted that there is damage to the building that would need to be rectified by the City if the tenant leaves the lease. In general, there are leaks in the foundation, three windows that appear to have been boarded up some time ago, and a new roof would be needed. The Club is not in a financial position to make these extensive repairs.

Should the building come back to the City, there is no prospect at this point from the departments canvassed to find a use for this building. As well, there has not been money budgeted for the maintenance and upkeep of the building by the City. In all likelihood the recommendation will be to demolish the building.

FINANCIAL IMPLICATIONS
The City has not budgeted to have the building maintained by our staff. Should the building eventually be torn down the cost of demolition would be a cost to the City.

STRATEGIC PLAN / POLICY IMPACT
This is an operational matter not articulated in the corporate Strategic Plan.

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

Resolved that the report of the City Solicitor dated January 25, 2021 concerning the amending of the Lease agreement be received as information and the relevant By-law 2021-27 which is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Karen Fields
City Solicitor
705.759.5407
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The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel
DEPARTMENT:	Legal Department
RE:	Standard Form Encroachment and Licence to Occupy City Property Agreements

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PURPOSE

The purpose of this report is three-fold:

(a) to recommend to Council an updated standard form Encroachment Agreement to be used for all future encroachment agreements required by the City;
(b) to delegate to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie; and
(c) to recommend to Council an updated standard form Licence to Occupy City Property Agreement ("Licence Agreement") to be used for future Licence to Occupy City Property Agreements required by the City, other than for community events and downtown patios.

BACKGROUND

On June 25, 2018, City Council passed By-law 2018-141 which approved a standard form Encroachment Agreement and authorized the Mayor and City Clerk to execute same on behalf of the City. Further, on July 13, 2020, City Council passed By-law 2020-139 which, among other matters, approved at section 9 approved a standard form Licence to Occupy City Property Agreement in the form of Schedule "E" to the by-law and further delegated to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate signing authority to execute same on behalf of the City.

With respect to the Encroachment Agreement approved by Council in 2018, the preamble in the agreement identifies the encroachment by way of a Plan of Survey and thereafter attaches the registered Plan of Survey to the Agreement. The Registry Office has since provided notification that a Plan of Survey can no longer be attached to a document that is to be registered on title. The standard form Encroachment Agreement has been updated to reflect the requirements of the Registry Office. Further, delegated authority is being sought herein for execution of these agreements going forward, for efficiency and to be consistent with Licence Agreements in various forms already authorized by City Council.

Further, the Encroachment Agreement and Licence Agreement approved by Council in 2018 and 2019 respectively, each require an individual to maintain Five Million ($5,000,000.00) Dollars of comprehensive general liability insurance. The proposed standard form Encroachment Agreement and Licence Agreement would allow flexibility to the Legal Department to determine the appropriate insurance coverage required for the agreement.

ANALYSIS

The new form Encroachment Agreement will meet the requirements of the Registry Office. With respect to providing flexible insurance requirements, the Legal Department notes that more individuals/entities are seeking Encroachment and Licence Agreements for various reasons and the risks associated with a proposed use of City property does not necessarily require Five Million Dollars general liability insurance for each agreement. The proposed Encroachment and Licence Agreements would allow flexibility and the appropriate amount of insurance would be decided on a case by case basis by the Legal Department in consultation with the City's insurer, balancing risk and municipal interests.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

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

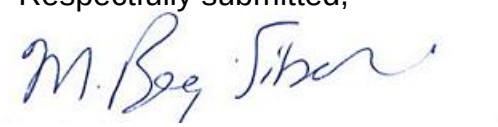
RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2021-18 located elsewhere on the agenda repeals By-law 2018-141, approves the standard form Encroachment Agreement and further delegates to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie.

By-law 2021-19 located elsewhere on the agenda repeals section 9 and Schedule "E" of By-law 2020-139 effective January 25, 2021, approves the standard form Licence to Occupy City Property Agreement and further delegates to the Assistant City Solicitor/Senior Litigation Counsel or his/her delegate signing authority to execute same on behalf of the City of Sault Ste. Marie.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
705.759-5403
m.borowiczsibenik@cityssm.on.ca

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Peter Tonazzo, RPP, Senior Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	57T-21-501 331, 333, 341 and 349 Patrick Street (Dave Ruscio)

PURPOSE

The applicant, 1890685 Ontario Inc. c/o Dave Ruscio, wishes to create a 14 Lot, 49 unit vacant land condominium.

PROPOSED CHANGE

The applicant is seeking Draft Plan of Condominium approval to create a vacant land condominium consisting of 14 lots and a total of 49 multiple attached dwelling units.

Subject Property:

- Location: The subject properties are located with frontage along the north side of Wallace Terrace and the west side of Patrick Street. The Wallace Terrace frontage is approximately 52m (170.6') west of the intersection of Wallace Terrace and Patrick Street. The Patrick Street frontage is approximately 197m (613.5') north of the intersection of Wallace Terrace and Patrick Street.
- Approximate Size: The subject properties have 82m (269') frontage along Wallace Terrace and 40m (131.2') frontage along Patrick Street, totalling 2.601ha (6.43acres)
- Present Use: Vacant (Former William Merrifield Elementary School)
- Owner: 1890685 Ontario Inc. (C/O Dave Ruscio)

BACKGROUND

In 2017 a severance application was approved to create 6 new residential lots fronting onto Patrick Street. 349 Patrick St. was retained and attached to the subject property. 365 Patrick St. was developed with a semi-detached dwelling. 341, 333 and a 3m (9.84') portion of 325 Patrick Street form part of this application.

The existing Low Density Residential (R3) Zoning on the subject property was implemented in 2005, when Comprehensive Zoning By-law 2005-150 was

adopted. Prior to 2005, the zoning was single detached. As part of an effort to facilitate residential intensification and mixed residential areas, a number of established neighbourhoods were rezoned to the Low Density Residential Zone, which permits single detached, semi-detached and multiple attached dwellings. Therefore, the current zoning permits the proposed multiple attached dwellings.

ANALYSIS

Conformity with Official Plan

The subject properties are designated Residential on Land Use Schedule C of the Official Plan. The various Residential and Housing Policies of the OP which encourage appropriate infill development, residential intensification and mixed residential neighbourhoods have essentially been implemented through the existing R3 zoning, which permits the proposed multiple attached dwellings.

Based upon the attached Servicing Study, prepared by Tulloch Engineering in December 2020, there is sufficient water, sanitary and storm sewer capacity to accommodate this development.

From an affordability standpoint, Housing Policy 6 states:

'*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.'*

In this instance the applicant is proposing 49 dwelling units; Therefore, Housing Policy 6 is not applicable. It is worth noting that the current approach to affordable housing, as outlined in HO.6 is under review as part of Shape the Sault – The New Official Plan Project. The applicant's proposal for 49 dwelling units underscores one of the main issues with the current 'numbers-based' approach to affordable housing.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement encourages mixed residential neighbourhoods and residential intensification within urban settlement areas, where sufficient servicing capacity exists. The subject properties are within the existing Urban Settlement Area and based upon the attached Servicing Study prepared by Tulloch Engineering, there is sufficient servicing capacity to accommodate the proposed development. Therefore, this application is consistent with the Provincial Policy Statement 2020.

Conformity with Growth Plan for Northern Ontario 2011

Approval of this application does not conflict with the Growth Plan for Northern Ontario.

COMMENTS

The applicant is seeking Draft Approval for a 14-lot, 49-unit Vacant Land Condominium. The distinction between a vacant land condominium and other types of condominiums is that the developer can register the plan before services and common elements are constructed, which means 'serviced' lots can be sold prior to the construction of those services and common elements. As part of the plan registration process, the City is required to sign a declaration stating there are sufficient funds available to complete all common elements prior to registration. In this case, the City becomes the surety to guarantee that lots will be serviced and all common elements will be constructed. Therefore, 100% bonding will be required prior to registering any parts of the condominium plan.

The applicant has indicated this development will likely proceed in three phases, starting from Wallace Terrace and moving north. Therefore, bonding will be required to cover 100% of the costs associated with constructing all common elements required to complete the portion of the plan that is being registered.

Referring to the Draft Plan and Site Plan attached, the applicant is proposing a combination of 3-unit and 4-unit multiple attached dwellings, totalling 49-units. A private road will provide access from both Wallace Terrace and Patrick Street.

Stormwater will be collected and transferred through a series of ditches, swales and pipes located within the 3m (9.84') strip of land labelled as common element', which surrounds the proposed lots. A stormwater management pond is proposed as a common element at the southeast corner of the site, fronting Wallace Terrace.

A 2.5m (8.2') walkway will be provided between Units (lots) 1 and 2, to provide pedestrian access to William Merrifield Park, which abuts the subject property to the north. Given the proximity of the park, cash in lieu of parkland is recommended.

Conditions of Draft Plan approval also require the collection of a per lot fee for the purposes of the City planting a tree on each lot of the subdivision. It has been the City's practise to provide lot owners with some choice in terms of species and location. Where an owner does not wish to have a tree planted, the funds go into a reserve for tree planting in other parts of the City. In this case, if the developer does not wish to have trees planted in the proposed subdivision, these trees could be planted in William Merrifield Park.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on December 23, 2020. The notice that was mailed to

property owners is attached to this report. Public notice was also advertised on the City website and in the Sault Star on January 5, 2021.

Public Comments
Up to the drafting of this report (January 8, 2021), staff has provided additional information to a number of residents, however at this point no significant concerns or objections have been raised.

The owner of 124 Wallace Terrace contacted staff indicating that he has utilized what he believed to be a laneway, running in a north/south direction along his east lot line, to access his rear yard. After further review, there does not appear to be a city laneway at this location. This area is proposed to be a 3m (9.84') stormwater management common element. The applicant has agreed to grant an access easement to allow 124 Wallace Terrace to utilize this portion of the common element to access his rear yard. This will be a condition of Draft Plan approval.

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:

Building Division: The Building Division has no objections with the proposed application, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any of the proposed construction takes place within 6 meters horizontally from the above grade power lines. These matters are appropriately addressed at the building permit stage.

Public Works: It is understood that no services will be provided beyond the City right-of-way (ie: snow plowing, refuse collection, etc.). As a private condominium development, it is understood that the 'roadway' is private. Therefore, snow plowing and refuse collection will be the responsibility of the condominium corporation.

PUC: Has no concerns with providing water and electrical servicing and street lighting to the development.

PUC: will require that agreements be established for the installation and operation of water and electrical services, as well as street lighting. It is noted that both water and electrical services will be established in an easement and will be owned and operated by the PUC, rather then a common element within the condominium corporation.

The developer is encouraged to contact the PUC Engineering Department early in the development stages to review the associated development requirements if they have not already done so.

Bell Canada: "The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner is advised to contact Bell Canada during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the *Bell Canada Act*, the Owner may be required to pay for the extension of such network infrastructure."

Engineering Services:

- Driveway entrance shall be as per the Streets By-law. In this case, 'driveway entrance' refers to where the private road intersects with Wallace Terrace and Patrick Street. As part of the design process, the City will not support 'curb returns', which will reinforce the private nature of the access road.
- Sediment control, stormwater management, grading and servicing plans will be required to the satisfaction of the Director of Engineering.
- No work shall commence without the approval of the Director of Engineering or his designate. Any work requiring City or Provincial approvals shall not commence until such approvals and agreements are endorsed.
- The developer will be required to enter into a Development Agreement with the city. As a vacant land condominium, the City will require 100% letter of credit for the common elements.

Transportation Engineering

The attached correspondence from the Manager, Design and Transportation Engineering, estimates this development will generate approximately 245 vehicle trips per day (vpd) @ 5 vpd per unit. The maximum traffic capacity on roads like Wallace Terrace and Patrick Street is 7000-8000vpd, and both roads currently operate well under that capacity; Therefore, Engineering Division is satisfied that traffic impacts from these new units will be minimal.

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 linked to any specific policies within the Corporate Strategic Plan.

SUMMARY
The existing Low Density Residential Zoning (R3) permits the proposed multiple attached dwellings and based upon the attached Site Plan, all R3 zoning regulations (setbacks, parking, etc..) will be adhered to.

It is worth noting that vacant land condominiums are not common locally, but they have become increasingly common throughout Southern Ontario. Vacant land condominiums grant developers a significant amount of flexibility going forward as it relates to project financing and land tenure, which are matters beyond the scope of the Planning Act.

Based upon preliminary servicing study completed by Tulloch Engineering, there is adequate infrastructure capacity to service this development. The PUC as well as Public Works and Engineering Services have not raised any concerns related to the provision of services and stormwater management required to support this development.

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

Resolved that the report of the Senior Planner dated 2021 01 25 concerning Application 57T-21-501 be received and that Council grant Draft Plan Approval for a 14 unit (lot) Vacant Land Condominium consisting of not more than 49 multiple attached dwelling units, subject to the subject to the following conditions of Draft Approval:

1. That prior to registration, the subdivider enter into a Subdivision Agreement with respect to, but not limited to the following:
    a. That the private roadway, access points to public streets, corner roundings, in-ground services, stormwater management works and other matters be designed and constructed to the satisfaction of the Director of Engineering or his designate.
    b. That telecommunication, natural gas and any other private infrastructure be constructed to the satisfaction of the agency having jurisdiction over that infrastructure.
2. That prior to the finalization of the Subdivision Agreement, the developer be required to enter into Servicing Agreements with PUC Services Inc. and PUC Distribution Inc. with respect to water services, electrical services and street lighting.
3. That prior to the finalization of the Subdivision Agreement, the applicant address the items and submit the required information prescribed by Engineering Services in a letter dated 2021 01 06 and attached to this report, and that no work commence without the approval of the Director of Engineering and the Director of Planning, or their designates. Any work

which requires approvals from the City or other agencies shall not commence until such approvals and agreements are endorsed.

4. That as part of the finalization of the Subdivision Agreement, the developer be required to pay cash in-lieu of parkland.
5. That as part of the finalization of the Subdivision Agreement, a per-lot fee, the amount to be determined by Engineering Services, shall be collected from the developer for tree plantings.
6. That prior to the finalization of the Subdivision Agreement, the developer provide an access easement in favour of 124 Wallace Terrace, to grant the owner of 124 Wallace Terrace rear yard access.
7. That prior to registration any part of the Condominium, the developer provides a letter of credit to the City, which equals the cost of constructing any common elements associated with the registration. The amount shall be to the satisfaction of the Director of Engineering and the Director of Planning or their designates.

Respectfully submitted,



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

DRAFT PLAN OF VACANT LAND CONDOMINIUM

METRIC NOTE

DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

HENRIETTA AVENUE (RP)

N86°04'45"E(P,M) 133.452(P,M)

CP(FEW) ORP A

SSIB(FEW) N43°04'15"W (M) 40.233 (P,M)

LOT 483 LOT 482 LOT 481 LOT 480 LOT 479 LOT 478 LOT 477 LOT 476 LOT 475 LOT 474 LOT 473 LOT 472 57.523 (P2,M)

PART 1, PLAN 1R-13238

PART 5, PLAN 1R-13238

N86°04'45"E(P,M) 3.658(P,M)

IB(FEW) IB(FEW) LANE (RP)

PART 4 PLAN 1R-13238

LANE (RP) PART 6, PLAN 1R-13238

PART 7, PLAN 1R-13238 PIN 31580-0496 LOT 347

PART 9, PLAN 1R-13238 PIN 31580-0494 LOT 348

PIN 31580-0498

PART 2, PLAN 1R-13238 LOT 304 PIN 31580-0492

PIN 31580-0050

SIB(1604) 36.577(P,M) SSIB(FEW)

PART 1 1R-13586 PIN 31580-0512 10.000 (P3,M)

PART 3 1R-13238 PIN 31580-0469

LOT 303 9.390 17.287 (P,S) SIB(OU) NEF

N86°04'30"E 40.250

56.690 COMMON ELEMENT (3m) 61.39 30.10

10.020 IB(1604) LOT 349

PART 2 1R-13586 PIN 31580-0511 10.000 (P3,M)

(RP,S) 3.658 13.830

LOT 302 LOT 305 LOT 346 (CLOSED BY BY-LAW X560 AS IN RY-49295) N3°59'00"W 19.000

IB(1604)

0.50m EAST IP(OU) WIT

LOT 345 UNIT 1 SIB(1604) LOT 350

PART 2 PLAN 1R-13482 LOT 351 20.000 (P2,M)

LOT 301 LOT 306 UNIT 2 4.55 37.45 COMMON ELEMENT (2.5m) 37.77 40.02 20.000 PIN 31580-0506

N43°06'20"W 57.108

LOT 344

LOT 300 LOT 307 65.27 N85°49'35"E 36.700 IB(1604)

SIB (1604) COMMON ELEMENT 36.62 6.13

LOT 343 17.76 LANE (RP)

LOT 299 LOT 308 UNIT 3 PART 3 PLAN 1R-13482 PIN 31580-0507 LOT 352 14.000

COMMON ELEMENT

FUTURE 10m EASEMENT (P.U.C. SERVICES INC.)

FUTURE 3m EASEMENT

LOT 353 36.63 20.117 (P2,M) N43°06'45"W

SIB(1604) SSIB(1604)

LOT 298 LOT 309 73.263 PIN 31580-0469 27.56 LOT 342

PART 4 PLAN 1R-13482 LOT 354 UNIT 14 PIN 31580-0508 20.000 (P2,M) 49.117 28.95

LOT 297 LOT 310 32.02 UNIT 13 LOT 341

LOT 296 LOT 311 LOT 340 13.96 PIN 31580-0501 SIB (1604) SSIB (1604) LOT 355 9.000

0.16m EAST IP(OU) WIT

PART 5 PLAN 1R-13482 36.68 3.0

COMMON ELEMENT (3m) 45.62 LOT 339 N8549'25"E 36.673 PIN 31580-0509 LOT 356 11.000

LOT 295 LOT 312 UNIT 4 39.27 11.940 LANE (RP) 0.39m EAST IP(OU) WIT

PIN 31580-0493 26.57 SIB (1604) SSIB (1604)

LOT 338 LOT 357 N43°06'20"W 34.240

PART 6 PLAN 1R-13482 PIN 31580-0510

LOT 294 LOT 313 UNIT 12 38.92 23.945 LOT 358

N86°37'50"E 3.658 3.66 IB(WEB) ORP B

SSIB(1604) N86°39'20"E (P2,M) 36.709 (P2,M)

34.46 LOT 337 7.74 (P2,M) 12.192

LOT 293 LOT 314 (RP,S) 3.658 IB(EMM) 38.85 LOT 336 PIN 31580-0323 LOT 359

IB(WEB)

LOT 292 LOT 315 UNIT 5 30.67 30.67 12.450 BENT IB(EMM) N43°02'30"W

LOT 316 LOT 335 UNIT 11 30.67 30.67 LANE (RP) PIN 31580-0499 LOT 360

34.43 LOT 334 38.78 48.795

LOT 291 LOT 317 24.350(M) PIN 31580-0469 LOT 361

LOT 290 LOT 318 UNIT 6 39.27 39.27 BENT IB(EMM) LOT 333 N. LOT 362

PLAN

LOT 289 REGISTERED LOT 319 34.43 UNIT 10 LOT 332 39.27 IB(EMM) 12.195

LOT 363

LOT 288 LOT 320 47.079(M) 218.860 30.67 30.67 IB(EMM) LOT 364 12.158

LOT 331 N86°01'20"E 36.811 IB(EMM)

LOT 287 UNIT 7 LOT 321 38.69 LOT 365 10.726

LOT 330 16.62 IB(EMM)

LOT 286 N43°12'5"W (P4) N43°30'W (M) LOT 329 10.72 LOT 366

IB(EMM) N28°01'00"E 3.588 PIN 31580-0209 LOT 322 34.46 LOT 285 6.76 3.60 PIN 31580-0470 LANE (RP) PIN 31580-0489 LANE (RP) 12.240

NEF PART 1 PLAN 1R-3637 NEF

PIN 31580-0320 22.64 15.97 N43°05'50"W 94.955 SEE DETAIL 'A'

PART 1 PLAN 1R-7109 PART 2 PLAN 1R-7109 LOT 283 LOT 282 LOT 284 36.332 (P4,S) 73.822 (M) COMMON ELEMENT 32.45 LOT 325 UNIT 8 LOT 324 LOT 323 42.49 PIN 31580-0326 LOT 327 LOT 328 27.91 30.91 3.0 LOT 326 LOT 369 LOT 368 LOT 367

PIN 31580-0297 36.580 PIN 31580-0318 COMMON ELEMENT 20.55 20.55 PIN 31580-0319

(P4,S) 90°10' 36.46 COMMON ELEMENT (3m) 3.0 14.00 84.370 30.91 12.802(RP,S) IP(EMM) NEF

IB(1062) 23.799(P4,S) 39.46 N85°48'40"E WALLACE TERRACE (RP) PIN 31580-0166

NEF 12.826(P4,S) N85°48'30"E 1.853(P4,S)

PATRICK STREET (RP) PIN 31580-0164

LANE (RP)

LOT 471 LOT 470 LOT 469 LOT 468 LOT 467

LOT 391 LOT 392 LOT 390 LOT 393 LOT 389 LOT 394 LOT 388 LOT 395 LOT 387 LOT 396 LOT 386 LOT 397 LOT 385 LOT 398 LOT 384 LOT 399 LOT 383 LOT 400 LOT 382 LOT 401 LOT 381 LOT 402 LOT 380 LOT 403 LOT 379 LOT 404 LOT 378 LOT 405 LOT 377 LOT 406 LOT 376 LOT 407 LOT 375 LOT 408 LOT 374 LOT 409 LOT 373 LOT 410 LOT 372 LOT 411 LOT 371 LOT 412 LOT 370 LOT 413

LANE (RP)

LOT 69 LOT 68 LOT 67 LOT 66 LOT 65

DETAIL 'A' – NOT TO SCALE

LOT 329 PIN 31580-0497 COMMON ELEMENT N85°56'05"E 12.240 LANE (RP) PIN 31580-0489 N43°02'30"W 94.955 LOT 366

UNIT 9 LANE (RP) PIN 31580-0486 N43°08'50"W 3.048 N85°56'05"E 1.520 PIN 31580-0320 COMMON ELEMENT N43°08'50"W 36.520 LOT 326 PIN 31580-0319 LOT 369 LOT 327

OWNER

1890685 ONTARIO INC.
(DAVE RUSCIO)
1085 McNABB STREET
SAULT STE. MARIE, ONTARIO
P6B 2A1

OWNER'S CERTIFICATE

I HEREBY CONSENT TO THE MANNER IN WHICH THE LAND SHOWN ON THIS PLAN IS PROPOSED TO BE SUBDIVIDED AND REQUEST THE APPROVAL OF THE CITY OF SAULT STE. MARIE.

Dec 16 2020
DATE

Dave Ruscio
DAVE RUSCIO
1890685 ONTARIO INC.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEY'S ACT, THE SURVEYOR'S ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE 9th DAY OF DECEMBER, 2020.

December 16th, 2020
SAULT STE. MARIE, ONTARIO

BILL WEBB
ONTARIO LAND SURVEYOR
FOR: TULLOCH GEOMATICS INC.
ONTARIO LAND SURVEYORS

PROPERTY IDENTIFICATION SUMMARY:

THIS PLAN COMPRISES ALL OF PIN 31580-0493, PIN 31580-0499, PIN 31580-0497, PIN 31580-0501, PIN 31580-0507, PIN 31580-0508, PIN 31580-0470, PIN 31580-0318, PIN 31580-0320 AND PIN 31580-0486; AND PART OF PIN 31580-0509.
THERE ARE NO COVENANTS OR EASEMENTS AFFECTING THE SUBJECT LANDS.

ADDITIONAL INFORMATION

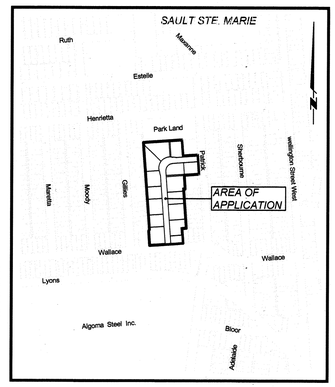
AS REQUIRED BY SECTION 51(17) OF THE PLANNING ACT

A) AS SHOWN
B) AS SHOWN
C) AS SHOWN
D) STANDARD CONDOMINIUM
E) NORTH–PR, PARKS AND RECREATION
SOUTH–R3, LOW DENSITY RESIDENTIAL
EAST–R3, LOW DENSITY RESIDENTIAL
WEST–R3, LOW DENSITY RESIDENTIAL
F) AS SHOWN
G) AS SHOWN
H) EXISTING MUNICIPAL SUPPLY
I) GRANULAR FILL OVERLAYING SILTY CLAY
J) AS SHOWN
K) WATER, SEWER, HYDRO, BELL, GAS, GARBAGE COLLECTION, POLICE, FIRE, AMBULANCE
L) NO RESTRICTIVE COVENANTS OR EASEMENTS

PARKING: 49 GARAGES
98 REGULAR PARKING SPACES

AREA OF APPLICATION = 2.601 ha (6.43 acres)

CURVE SCHEDULE				
CURVE	RADIUS (m)	ARC (m)	CHORD (m)	BEARING
A	18.050	28.416	25.571	N40°56'39"E
B	25.910	8.523	8.485	N13°23'44"W
C	27.430	61.133	49.244	N41°01'41"E
D	25.910	8.523	8.485	N84°32'53"W
E	27.430	4.056	4.051	N18°35'04"W
F	27.430	24.526	23.717	N11°15'57"E
G	27.430	25.765	24.829	N63°47'26"E
H	27.430	2.521	2.520	N86°40'01"W
I	27.430	4.265	4.261	N75°34'45"W



KEY PLAN SCALE 1:7500

DRAFT PLAN OF VACANT LAND CONDOMINIUM

PART OF LOTS 304,347,352 AND 356

AND

PART OF McGILL STREET

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANE

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANES

(BETWEEN GILLIES STREET AND PATRICK STREET)

AND

ALL OF LOTS 305 TO 325,
ALL OF LOTS 327 TO 346,
ALL OF LOTS 353 TO 355

(INCLUSIVE)

REGISTERED PLAN No. 1749

TOWNSHIP OF KORAH

CITY OF SAULT STE MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 500

0 10 20 30

METRES

TULLOCH GEOMATICS INC.
2020

OBSERVED REFERENCE POINTS (ORPs) ARE UTM ZONE 16, NAD83 (CSRS) (2010) AND ARE TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP A	5156765.76	702966.68
ORP B	5156584.97	702979.74
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

BEARINGS ARE UTM GRID, DERIVED FROM REAL TIME KINEMATIC OBSERVATIONS ON MONUMENTS ORP 'A' AND ORP 'B', SHOWN HEREON, HAVING A BEARING OF N43°07'20"W AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE).

FOR BEARING COMPARISONS, A ROTATION OF 1°52'15" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON REGISTERED PLAN No. 1749, PLAN 1R-3637 AND PLAN 1R-7109. NO ROTATION HAS BEEN APPLIED TO DEPOSITED PLANS 1R-13238, 1R-13482 AND 1R-13586 AS THEY ARE UTM GRID.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00008251.

LEGEND

■	DENOTES	FOUND EVIDENCE
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
CP	DENOTES	CONCRETE PIN
S	DENOTES	SET
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-13238
P2	DENOTES	DEPOSITED PLAN 1R-13482
P3	DENOTES	DEPOSITED PLAN 1R-13586
P4	DENOTES	DEPOSITED PLAN 1R-7109
P5	DENOTES	DEPOSITED PLAN 1R-3637
RP	DENOTES	REGISTERED PLAN No. 1749
EMM	DENOTES	E.M. MacQUARRIE, OLS
FEW	DENOTES	F.E. WALL, OLS
WEB	DENOTES	W.E. BOLAN, OLS
1604	DENOTES	TULLOCH GEOMATICS INC., OLS
1062	DENOTES	S.L. MacDOUGALL, OLS
OU	DENOTES	ORIGIN UNKNOWN
NEF	DENOTES	NO EVIDENCE FOUND
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER
//—	DENOTES	NOT TO SCALE

TULLOCH

TULLOCH GEOMATICS INC.
71 BLACK ROAD
UNIT 8
SAULT STE MARIE
P6B 0A3
T. 705 949.1457
F. 705 949.9606
866 806.6602
soultstemarie@tulloch.ca

DRAWN BY: KTN FILE: 20-1082

ACAD FILE K:\2020\ENGINEERING\201082 Ruscio - Vacant Land Condo Dev-Merrifield\Dwgs\20-1082-401 VLC Plan -Dec16.DWG [DRAFT]

DRAFT PLAN OF VACANT LAND CONDOMINIUM

METRIC NOTE

DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



OWNER

1890685 ONTARIO INC.
(DAVE RUSCIO)
1085 McNABB STREET
SAULT STE. MARIE, ONTARIO
P6B 2A1

OWNER'S CERTIFICATE

I HEREBY CONSENT TO THE MANNER IN WHICH THE LAND SHOWN ON THIS PLAN IS PROPOSED TO BE SUBDIVIDED AND REQUEST THE APPROVAL OF THE CITY OF SAULT STE. MARIE.

DATE

DAVE RUSCIO
1890685 ONTARIO INC.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEY'S ACT, THE SURVEYOR'S ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE 9th DAY OF DECEMBER, 2020.

December 16th, 2020
SAULT STE. MARIE, ONTARIO

BILL WEBB
ONTARIO LAND SURVEYOR
FOR: TULLOCH GEOMATICS INC.
ONTARIO LAND SURVEYORS

PROPERTY IDENTIFICATION SUMMARY:

THIS PLAN COMPRISES ALL OF PIN 31580-0493, PIN 31580-0499, PIN 31580-0497, PIN 31580-0501, PIN 31580-0507, PIN 31580-0508, PIN 31580-0470, PIN 31580-0318, PIN 31580-0320 AND PIN 31580-0486; AND PART OF PIN 31580-0509.
THERE ARE NO COVENANTS OR EASEMENTS AFFECTING THE SUBJECT LANDS.

ADDITIONAL INFORMATION

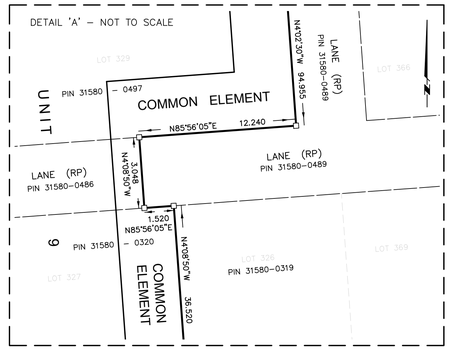
AS REQUIRED BY SECTION 51(17) OF THE PLANNING ACT

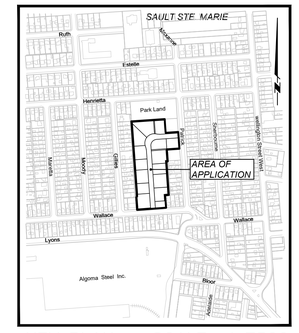
A) AS SHOWN
B) AS SHOWN
C) AS SHOWN
D) STANDARD CONDOMINIUM
E) NORTH–PR, PARKS AND RECREATION
SOUTH–R3, LOW DENSITY RESIDENTIAL
EAST–R3, LOW DENSITY RESIDENTIAL
WEST–R3, LOW DENSITY RESIDENTIAL
F) AS SHOWN
G) AS SHOWN
H) EXISTING MUNICIPAL SUPPLY
I) GRANULAR FILL OVERLAYING SILTY CLAY
J) AS SHOWN
K) WATER, SEWER, HYDRO, BELL, GAS, GARBAGE COLLECTION, POLICE, FIRE, AMBULANCE
L) NO RESTRICTIVE COVENANTS OR EASEMENTS

PARKING: 49 GARAGES
98 REGULAR PARKING SPACES

AREA OF APPLICATION = 2.601 ha (6.43 acres)

CURVE SCHEDULE				
CURVE	RADIUS (m)	ARC (m)	CHORD (m)	BEARING
A	18.050	28.416	25.571	N40°55'39"E
B	25.910	8.523	8.485	N13°23'44"W
C	27.430	61.133	49.244	N41°01'41"E
D	25.910	8.523	8.485	N84°32'53"W
E	27.430	4.055	4.051	N18°35'04"W
F	27.430	24.526	23.717	N11°15'57"E
G	27.430	25.765	24.829	N63°47'25"E
H	27.430	2.521	2.520	N86°40'01"W
I	27.430	4.265	4.261	N79°34'45"W





KEY PLAN SCALE 1:7500

DRAFT PLAN OF VACANT LAND CONDOMINIUM

PART OF LOTS 304,347,352 AND 356

AND

PART OF McGILL STREET

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANE

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANES

(BETWEEN GILLIES STREET AND PATRICK STREET)

AND

ALL OF LOTS 305 TO 325,
ALL OF LOTS 327 TO 346,
ALL OF LOTS 353 TO 355

(INCLUSIVE)

REGISTERED PLAN No. 1749

TOWNSHIP OF KORAH

CITY OF SAULT STE MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 500

0 10 20 30
METRES

TULLOCH GEOMATICS INC.
2020

OBSERVED REFERENCE POINTS (ORPs) ARE UTM ZONE 16, NAD83 (CSRS) (2010) AND ARE TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP A	5156765.76	702966.68
ORP B	5156584.97	702979.74
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

BEARINGS ARE UTM GRID, DERIVED FROM REAL TIME KINEMATIC OBSERVATIONS ON MONUMENTS ORP 'A' AND ORP 'B', SHOWN HEREON, HAVING A BEARING OF N4°07'20"W AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE).

FOR BEARING COMPARISONS, A ROTATION OF 1°52'15" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON REGISTERED PLAN No. 1749, PLAN 1R-3637 AND PLAN 1R-7109. NO ROTATION HAS BEEN APPLIED TO DEPOSITED PLANS 1R-13238, 1R-13482 AND 1R-13586 AS THEY ARE UTM GRID.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00008251.

LEGEND

■	DENOTES	FOUND EVIDENCE
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
CP	DENOTES	CONCRETE PIN
S	DENOTES	SET
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-13238
P2	DENOTES	DEPOSITED PLAN 1R-13482
P3	DENOTES	DEPOSITED PLAN 1R-13586
P4	DENOTES	DEPOSITED PLAN 1R-7109
P5	DENOTES	DEPOSITED PLAN 1R-3637
RP	DENOTES	REGISTERED PLAN No. 1749
EMM	DENOTES	E.M. MacQUARRIE, OLS
FEW	DENOTES	F.E. WALL, OLS
WEB	DENOTES	W.E. BOLAN, OLS
1604	DENOTES	TULLOCH GEOMATICS INC., OLS
1062	DENOTES	S.L. MacDOUGALL, OLS
QU	DENOTES	ORIGIN UNKNOWN
NEF	DENOTES	NO EVIDENCE FOUND
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER
//	DENOTES	NOT TO SCALE

TULLOCH GEOMATICS INC.
71 BLACK ROAD T. 705 949.1457
UNIT 8 F. 705 949.9606
SAULT STE MARIE 866 806.6602
P6B 0A3

DRAWN BY: KTN | FILE: 20-1082

TULLOCH ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
TF. 866 806.6602
saultstemarie@TULLOCH.ca
WWW.TULLOCH.ca

December 11th, 2020
20-1082

The Corporation of the City of Sault Ste. Marie
Department of Engineering and Planning
Level V – Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

Attention: **Ms. Maggie McAuley, P.Eng.**
Municipal Services Engineer

Re: **Servicing Study Report**
Merrifield Condominium - 331 Patrick Street
Sault Ste. Marie, Ontario

Dear Madam:

Please find enclosed our Servicing Study Report based on the current site and servicing plans for the above noted project in Sault Ste. Marie, Ontario. The report addresses the following:

- Sanitary Sewerage
- Storm Sewerage
- Water Distribution
- Electrical Distribution
- Road, Curb and Gutter

We trust the enclosed is adequate for your needs at this time. If there is anything further we can provide please contact us at your convenience.

Sincerely,
TULLOCH Engineering Inc

John McDonald, P.Eng
Project Manager

Jm/bt

TULLOCH ENGINEERING

SERVICING STUDY

MERRIFIELD CONDOMINIUM DEVELOPMENT

Ruscio Masonry & Construction Ltd.

Sault Ste. Marie, Ontario





December 2020

TULLOCH Project #: 20-1082

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APPENDIX D – Watermain Capacity Supporting Documentation

APPENDIX E – Electrical Servicing Supporting Documentation

1. INTRODUCTION

1.1 General

TULLOCH Engineering Inc. (TULLOCH) has been retained by Ruscio Masonry and Construction to complete a draft plan of condominium, which includes a servicing study for the proposed Merrifield Condominium Development on 331 Patrick Street in the City of Sault Ste. Marie, Ontario.

The site is presently vacant, generally consisting of cleared land having a total area of approximately 2.601 ha. To our understanding the developer is proposing to develop the property into a residential condominium consisting of townhome units. The proposed conceptual site plan can be found in **Appendix A**. The proposed site will be fully serviced with sanitary , water and electrical services. It is anticipated at this time that no underground storm sewer will service the site with the exception of inlet provisions into the municipal storm sewers on Wallace Terrace and Patrick Street.

1.2 Objectives

The primary objective of this study is to review the municipal services in the area required to support the proposed development. The components associated with this study are as follows:

1) Sanitary Sewers

   - Objective: To investigate the downstream capacity of the existing municipal sanitary sewer system, and to determine if there is adequate capacity for flows generated by the proposed residential development on the property.

2) Storm Drainage and Stormwater Management

   - Objective: To analyze the existing drainage area and ensure that the development can meet the City of Sault Ste. Maire stormwater management guidelines.

3) Water Supply

   Objective: To investigate and ensure adequate supply is available from the municipal water distribution system to provide both domestic and fire protection services.

4) Roadway Entrance

   Objective: To provide information to the City of Sault Ste. Marie on how distubed lands within the municiapl right of way will be reconstructed.

5) Electrical

   - Objective: To investigate the available supply of primary electrical services to accommodate the proposed residential development.

2. SANITARY SEWERAGE

2.1 Proposed Gravity Sewers

Existing City drawings indicate that there is a 250 mm diameter sanitary sewer within the Wallace Terrace roadway. Based on the topography of the site, the sanitary sewer service serving the development is proposed to discharge to the existing 250 mm diameter sanitary sewer on Wallace Terrace. Traffic disruption on Wallace Terrace may occur during the tie-in to the existing sanitary sewer, however proper traffic control and/or detour routes are feasible.

We recommend the site be serviced with a sanitary sewer main, and individual lateral services discharging to it. The maximum distance between the upstream most manhole and the next downstream manhole should be no more than 90m. The location of the sewer is anticipated to be aligned along the centerline of the proposed access road.

If during detailed design a gravity system servicing part of the site becomes problematic due to grade and/or ground cover restrictions, it may be required to review discharging a limited number of units to Patrick Street, or the installation of a low pressure sewer system. As noted below, the sanitary sewer system on Patrick Street has adequate capacity should this scenario occur.

Individual lateral services will be sized in accordance with Ontario Building Code requirements and will likely vary from 100mm to 200mm. The proposed main sanitary sewer is expected to run within the roadway common element and under the new road through the development.

Based on the conceptual site plan and projected uses of the property, TULLOCH has estimated the total peak sanitary sewage flow including infiltration allowances from the site to be in the order of 6.1 L/s (3.05 L/s Sewage & 3.05 L/s Extraneous flows). A conservative extraneous flow parameter of 1 L/ha.s was used for this development as well as for the municipal systems catchment area.

It should be noted the previous site consisted of a JK-8 Elementary School which has been demolished. Sanitary sewers in the neighborhood were likely sized to accommodate this development. Although the previous student counts cannot be verified, the Ministry of Environment and Conservation and Parks (MECP) indicate the range for sanitary sewage for schools is 70-140 L/student/day (*Design Guidelines for Sewage Works – 2008*). Assuming 30 students per grade level, this would result in sewage flows of 0.73 L/s – 1.46 L/s (no peaking factor).

We further recommend the sanitary sewerage system for the development should consist of a minimum 250 mm diameter sanitary sewers serving all lots within the condominium at a minimum grade of 0.5%. This provides for a minimum full-flow velocity of 0.6 metres per second and a maximum of 4.5 metres per second. All “dead-end sewers shall be designed with a minimum grade of 0.5 %. The sizing and minimum grades of the sewers are in accordance with City of Sault

Ste. Marie requirements. The minimum depth of cover on the sanitary sewer should be 2.4 m, however 2.8 m is preferred unless existing municipal infrastructure dictates otherwise.

2.2 Downstream Sewer Capacity

At present, no known downstream capacity issues exist within the proposed development area further discharging into the Farewell Terrace sanitary sewer and subsequently the Lyons Avenue trunk sanitary sewer.

City of Sault Ste. Marie GIS data was used to develop and identify sanitary sewer drainage areas, pipe sizes, pipe lengths, slopes, etc. This data was used in our analysis of downstream pipe capacities. In the attached analysis spread sheet found in **Appendix B**, MH identifiers correspond to City GIS naming systems for ease of cross referencing.

TULLOCH completed an analysis of the existing downstream sewer system using analytical methods. The area taken into consideration when completing this study includes sanitary sewer flows from;

i. The proposed Merrifield Condominium discharging into the Wallace Terrace sanitary sewer system;

ii. Sanitary sewer flows from Patrick Street, Wallace Terrace, Gilles Street, Moody Street, Maretta Street, and Franklin Street.

iii. Drainage path along Farewell Terrace encompassing Second Line West to People's Road.

The results of the analysis indicate that there is sufficient capacity for the proposed Merrifield Condominium Development within the downstream sewer through to the Lyons Avenue trunk sewer.

Included in **Appendix B** is a sewershed area plan and sanitary drainage spreadsheet providing the hydraulic calculations of the sanitary sewer network discharging to the Lyons Ave. trunk sewer. A future development area to the west has been accommodated within the analysis.

3. STORM WATER DRAINAGE AND STORM WATER MANAGEMENT

3.1 General

The design of the stormwater collection and management system will adhere to the City of Sault Ste. Marie Stormwater Management Guidelines for both discharge rate control and water quality objectives. A review of stormwater management (discharge rates, quantity and quality) requirements was completed and is discussed further in Section 3.2 below. Please refer to **Appendix C** for both predevelopment and post development impervious area plans as well as results from our runoff modeling.

Stormwater from the development area generally currently flows from north to south overland across the property. The property abuts either city owned municipal right of ways and/or laneways on the east and west sides of the property. Similarly, to the south the property either abuts a municipal right of way or a city owned laneway, with limited exceptions where the lands abut private residential property. To the north, the development abuts a municipal park which was once part of the property but has been severed from such.

Recognizing that there could potentially be legacy rear yard drainage agreements in place, it is proposed to place a 3m condominium common element strip of lands around the perimeter of the property allowing for swales, ditches and other drainage controls and thus ensuring impact to abutting lands can be addressed and negated.

Storm drainage from the developed condominium will be collected and conveyed within a series of swales and ditches and will ultimately be collected and conveyed to the municipal storm sewer system. Limited storm sewer pipe within the development is proposed at this time, however the design of such will adhere to good engineering practice as described herein.

We recommend that minimum storm sewer pipe diameter should be no less than 300 mm with a minimum depth of cover of 1.5 m if outlet depth is sufficient. The maximum distance between the upstream most manhole and the next downstream manhole shall be no more than 90m. Catchbasins should be constructed at all low points in the road grade, at the beginnings of corner curves at intersections and at the following spacing:

- 90 metres with road grades up to 3%
- 76 metres with road grades 3 to 4.5%
- 61 metres with road grades 4.5 to 6%

Swales will be constructed with maximum 6H:1V side slopes or flatter. The preferred grade of swales should be greater than 1%, however should site limitations dictate flatter grades are required the minimum grade permitted shall be 0.5%. This recommendation also holds for ditch grades. Ditches shall be constructed to maximum fore slopes of 3H:1V and backslopes of 2H:1V.

To our understanding at this time, the proposed residential units will not have basements, however, should this change we would thus recommend that all residential units be equipped with sump pumps and back check valves for weeping tile water. Discharge of sump pumps would be directed to front yards and the roadway drainage system.

3.2 Stormwater Detention and Treatment

TULLOCH has completed a preliminary review and comparison of the pre-development and conceptual post-development flows for the development at 331 Patrick Street.

The site formerly consisted of the William Merrifield Public School, thus historical site data was assessed to develop the pre-development site conditions. The pre-development conditions consisted of the former school, asphalt parking areas, as well as other impervious areas on the

site (playgrounds, basketball courts, etc). When reviewing pre-development conditions compared to the proposed condominium post-development conditions, only a slight increase in impervious area, and subsequently stormwater flows was noted.

The preliminary design analysis of pre and post development conditions was completed using Visual OTTHYMO V.3.0. For both the pre and post development conditions the standard unit hydrograph procedure was used. A copy of the results are provided in **Appendix C** including input parameters. A comparison of the predevelopment and post development results are herein provided in Table 3.1. Kindly note, no stormwater management controls are included in the post development calculations/results.

Table 3.1: Summary of Preliminary Pre-Development and Post-Development Peak Flows

Return Period	Peak Pre-Development Flow	Peak Post-Development Flow	Increase in Stormwater Flows as a Result of Development
2 year	233 L/sec	235 L/sec	+ 2 L/s
5 year	322 L/sec	325 L/sec	+ 3 L/s
10 year	382 L/sec	388 L/sec	+ 6 L/s
25 year	459 L/sec	464 L/sec	+ 5 L/s
50 year	515 L/sec	522 L/sec	+ 7 L/s
100 year	574 L/sec	579 L/sec	+ 4 L/s

Based on the preliminary stormwater modelling, no significant increase in stormwater flows from the development is expected, therefore a stormwater detention facility is likely not required. Furthermore, a stormwater management detention facility would be difficult to implement as the current increase in stormwater flows are too small to control with the minimum orifice size permitted by the Ministry of the Environment Conservation and Parks (MECP) (75mm minimum control orifice size permitted). The results will be re-evaluated in detail during the completion of the Stormwater Management Report once additional site parameters and design details have been established. At this time, conservatively we have allowed for common element lands abutting Wallace Terrace be provided in the event a storm water management quantity storage area is required. However, we anticipate lot level controls and/or Low Impact Development (LID) controls within the condominium common elements will be more than sufficient and adequate to reduce the post development rate of discharge to the municipal storm sewer system to pre-development conditions, if they will be required at all.

Quality control works shall be designed to achieve a normal level of protection (70% removal of suspended solids). It is recommended to install an Oil/Grit Separator (OGS) at the discharge location to the Municipal storm sewer network to meet these objectives.

A detailed stormwater management and grading plan will be provided to the city with our detailed design submission and application for development agreement.

4. WATER SUPPLY

4.1 Existing Conditions

In general, the water supply system in the area surrounding the site is robust with an abundance of capacity. An existing 150 mm diameter watermain runs within the Patrick Street right of way and a 250 mm diameter watermain within Wallace Terrace.

4.2 Proposed Water Servicing

We propose to locate the watermain servicing the condominium within a 10m easement in favour of PUC Services Inc. The easement will be entirely located inside the associated roadway condominium common element. The watermain would be under the ownership and jurisdiction of PUC Services including all laterals up to the boundary of the easement. A curb-stop water valve would be located at this boundary in accordance with good engineering practice.

The maximum spacing of hydrants in multi-family residential areas is 120 metres in accordance with PUC standards and good engineering practice. Hydrant lateral connections will be no less than 150 mm in diameter.

All watermain and hydrant appurtenances will conform with PUC engineering standard specifications.

A hydraulic analysis of the system indicates a 150mm diameter watermain will be sufficient to service the site, however, the trend with PUC services is to oversize the main to a minimum diameter of 200mm. The proposed watermain will be looped from Wallace Terrace to Patrick Street. The static water pressure is expected to vary between 60 and 70 psi reflecting the change in grade from the north to south of the property. Domestic water demands will have non-detectable impacts on water pressures in the distribution system.

Individual 19mm diameter water service laterals will be installed for each townhome. A sufficient number of main valves will be installed so that a break or other failure will not affect more than 250 metres of mains in residential districts.

PUC Services Inc. has indicated that they will utilize their water distribution system model to analyse the affect of the proposed condominium on the distribution system as well as to size the new watermain.

4.3 Fire Flow Requirements

The proposed development will be 3-plex and 4-plex townhome residential buildings. Preliminary fire flow requirements for the site have been calculated using the Fire Underwriters Survey -1999 method. For the subject development, the following fire flow capacities are required:

- Triplex Units: 133 L/s
- Fourplex Units: 150 L/s

Please see **Appendix D** for Fire Flow Calculations.

Hydrant laterals should be no smaller than 150 mm in diameter.

4.4 Hydrant Testing

TULLOCH completed Watermian Capacity Testing on September 10, 2020 with PUC Services Inc. Results of our flow tests on both Patrick Street and Wallace Terrace measured negligible pressure drops of 3 psi and 5 psi at a demand flow of 2300 gpm indicating a very robust system capacity in the area.

The results of the two (2) flow tests are presented in the Table below. Copies of the fire flow test results are provided in **Appendix D**.

Table 4.1: Flow Test Results - Watermain capacity

Flow Test	Street	Residual Hydrant	Watermian Capacity at 20psi
#1	Wallace Terr.	E05-49	502 L/s
#2	Patrick St.	E05-52	637 L/s

Based on this testing, it was determined the existing watermain distribution infrastructure is adequate to service the proposed development and will not negatively impact the capacity of the distribution system.

5. PRIVATE CONDOMINIUM ROADWAY

Asphalt and granular thicknesses of the road will be determined within the Geotechnical Investigation Report recommendations currently being completed for the project.

5.1 Condominium Roadway/Driveway

The proposed condominium common element roadway is proposed to be a minimum of 7m to 8m wide. The minimum grade should be 0.3%, however a minimum of 0.5% is preferred. The maximum road grade should not be greater than 7% and in no case will it exceed 2% for 15

metres from the intersection with either Wallace Terrace or Patrick Street. The roadway will be constructed to a modified Class B cross section, with no curb or sidewalk.

5.2 Entrance Treatments

The minimum radius of the condominium driveway corners connecting with municipal roadways is to be 8.0 metres.

No sidewalks are proposed within the condominium development, however, where municipal sidewalks are impacted by installation of services or the driveway of the condominium, they shall be reconstructed to current standards and meet AODA requirements.

Entrance treatments with municipal roads will be constructed as a “Commercial Entrance” in accordance with Ontario Standard Specification Drawing (OPSD) 350.010 excluding private curb. The municipal curb shall be continuous along the municipal roadway through the driveway. Sidewalk will be similarly continuous through the driveway entrances as applicable.

6. ELECTRICAL

6.1 Existing Conditions

The PUC Distribution Inc. was contacted with respect to existing electrical infrastructure within the subject area. PUC Distribution Inc.’s electrical distribution system on Wallace Terrace is a three phase, high voltage (12.47kV) system, while the electrical distribution system on Patrick Street is a single phase (7.2kv) system.

6.2 Proposed Electrical Servicing

Based on projects of similar nature, and discussions with PUC Distribution Inc. we are of the opinion that there are sufficient amounts of power to service the proposed development. Due to the quantity of residential services that are being proposed, PUC will require a high voltage, looped system through the development. It is recommended that the loop be completed from Wallace Terrace to Patrick Street.

The high voltage cables can be connected to a pole on the west side of Patrick Street and connected to a pole on either the south side of Wallace Terrace (underground crossing will be required) or to a new pole on the north side of Wallace Terrace (may require easements for anchoring). Specifics of connection locations will be addressed during detailed design.

A typical residential service is designed to be serviced by a single phase 120/240V system. As detailed design of the development has not been completed, PUC is unable to comment whether three phase services will be required within the development. Assuming all proposed developments will require typical residential services and no high load services (ex. Pumping stations) are required, a single-phase system should be adequate.

In accordance with comments provided by PUC Distribution Inc., we confirm the following items can and will be incorporated into the detailed design of the project where applicable:

- It is PUC's preference that the electrical distribution system be installed centred in a 3m easement on the common element.
- The two townhouse units fronting Patrick Street will be serviced directly from the pole line on Patrick Street and treated as typical residential service (not applicable).
- The electrical distribution system will be owned and operated by PUC Distribution Inc.
- Ownership of secondary services will be dependant on how the units are serviced. If each unit is serviced independently, PUC may take ownership. If the complete townhouse unit is serviced as one, the secondary servicing will be owned by the Developer/Owner. Additional easements may be required for PUC owned services depending on the easement placement above and the extents of the individual properties.
- Lighting will be the responsibility of the Developer.
- PUC will complete the electrical distribution system design and offer to connect inclusive of conditions and estimated costs upon formal request to proceed; and,
- A registered plan will be required prior to commencing electrical distribution system design and offering.

7. REPORT LIMITATIONS AND GUIDELINES FOR USE

We have prepared this report for the exclusive use of Ruscio Construction and their authorized agents for the Draft Plan of Condominium submission. The report is only applicable to the project described herein. Any change to the project requires a review by TULLOCH Engineering to ensure compatibility as described in this report.

8. CLOSURE

We trust that the information and recommendations in this report will be found to be complete and adequate in support of the Draft Plan of Condominium submission. Should further elaboration be required for any portion of this project, we would be pleased to provide assistance.



APPENDIX A

Conceptual Site Plan



PART 1 OF 1
SHEET 1 OF 1

PART 1 IS APPROVED UNDER SECTION 9 OF THE CONDOMINIUM ACT, 1988, S.O. 1998, CHAPTER 19 AND SECTION 51 OF THE PLANNING ACT, R.S.O., CHAPTER P.13.

APPROVED UNDER THE PLANNING ACT ON THE ___________ DAY OF ____________ , 2020

____

Donald B. McConnell, MCIP, RPP
PLANNING DIRECTOR

ALGOMA VACANT LAND CONDOMINIUM PLAN No.

LEVEL 1
UNITS 1 TO 12 INCLUSIVE

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF ALGOMA No. 1 AT ______O'CLOCK ON THE _____ DAY OF __________, 2020.

____
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT, 1998, THE SURVEY'S ACT, THE SURVEYOR'S ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE 9th DAY OF DECEMBER, 2020.

December 14th, 2020
SAULT STE. MARIE, ONTARIO

____
BILL WEBB
ONTARIO LAND SURVEYOR
FOR: TULLOCH GEOMATICS INC.
ONTARIO LAND SURVEYORS

DECLARATION REGISTERED AS No. ________________

THIS PLAN COMPRISES ALL OF PIN 31580-0493, PIN 31580-0499, PIN 31580-0497, PIN 31580-0501, PIN 31580-0507, PIN 31580-0508, PIN 31580-0470, PIN 31580-0318, PIN 31580-0320 AND PIN 31580-0486; AND PART OF PIN 31580-0509.

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH MY INSTRUCTIONS.

DECLARANT: RUSCIO MASONRY & CONSTRUCTION LTD.

DATED AT SAULT STE. MARIE
THIS ____ DAY OF ____________ ________________________

DAVE RUSCIO
RUSCIO MASONRY & CONSTRUCTION LTD.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

METRIC NOTE

DISTANCES AND COORDINATES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

INDEX OF PARTS

PART 1	SHEET(S)	DESCRIPTION
1	1	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND THE DESIGNATION OF UNITS OF LEVEL 1.
2	NIL	NIL
3	NIL	NIL
4	NIL	NIL

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS UNDER 157(1)(d)(e) CONDOMINIUM ACT, 1998.

	PARTS	PLANS	DESCRIBED IN	NOTES
SUBJECT TO (SERVIENT INTERESTS)				
TOGETHER WITH (APPURTENANT INTERESTS)				

DRAFT PLAN OF PROPOSED CONDOMINIUM DEVELOPMENT OF

PART OF LOTS 304,347,352 AND 356

AND

PART OF McGILL STREET

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANE

(CLOSED BY BY-LAW X560 AS IN RY-49295)

AND

PART OF LANES

(BETWEEN GILLIES STREET AND PATRICK STREET)

AND

ALL OF LOTS 305 TO 325, ALL OF LOTS 327 TO 346, ALL OF LOTS 353 TO 355

(INCLUSIVE)

REGISTERED PLAN No. 1749

TOWNSHIP OF KORAH

CITY OF SAULT STE MARIE

DISTRICT OF ALGOMA

SCALE: 1 : 500

0 10 20 30
METRES

TULLOCH GEOMATICS INC.
2020

OBSERVED REFERENCE POINTS (ORPs) ARE UTM ZONE 16, NAD83 (CSRS) (2010) AND ARE TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	5156765.76	702966.68
ORP B	5156584.97	702979.74

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARINGS ARE UTM GRID, DERIVED FROM REAL TIME KINEMATIC OBSERVATIONS ON MONUMENTS ORP 'A'AND ORP 'B', SHOWN HEREON, HAVING A BEARING OF N4°07'20"W AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 16 (87° WEST LONGITUDE).

FOR BEARING COMPARISONS, A ROTATION OF 1°52'15" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON REGISTERED PLAN No. 1749, PLAN 1R-3637 AND PLAN 1R-7109. NO ROTATION HAS BEEN APPLIED TO DEPOSITED PLANS 1R-13238, 1R-13482 AND 1R-13586 AS THEY ARE UTM GRID.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.00008251.

LEGEND

■	DENOTES	FOUND EVIDENCE
□	DENOTES	PLANTED MONUMENT
IB	DENOTES	IRON BAR
SIB	DENOTES	STANDARD IRON BAR
SSIB	DENOTES	SHORT STANDARD IRON BAR
CP	DENOTES	CONCRETE PIN
S	DENOTES	SET
M	DENOTES	MEASURED
P	DENOTES	DEPOSITED PLAN 1R-13238
P2	DENOTES	DEPOSITED PLAN 1R-13482
P3	DENOTES	DEPOSITED PLAN 1R-13586
P4	DENOTES	DEPOSITED PLAN 1R-7109
P5	DENOTES	DEPOSITED PLAN 1R-3637
RP	DENOTES	REGISTERED PLAN No. 1749
EMM	DENOTES	E.M. MacQUARRIE, OLS
FEW	DENOTES	F.E. WALL, OLS
WEB	DENOTES	W.E. BOLAN, OLS
1604	DENOTES	TULLOCH GEOMATICS INC., OLS
1062	DENOTES	S.L. MacDOUGALL, OLS
OU	DENOTES	ORIGIN UNKNOWN
NEF	DENOTES	NO EVIDENCE FOUND
PIN	DENOTES	PROPERTY IDENTIFICATION NUMBER
—//—	DENOTES	NOT TO SCALE

CURVE SCHEDULE

CURVE	RADIUS (m)	ARC (m)	CHORD (m)	BEARING
A	18.050	28.416	25.571	N40°55'39"E
B	25.910	8.523	8.485	N13°23'44"W
C	27.430	61.133	49.244	N41°01'41"E
D	25.910	8.523	8.485	N84°32'53"W
E	27.430	4.055	4.051	N18°35'04"W
F	27.430	24.526	23.717	N11°15'57"E
G	27.430	25.765	24.829	N63°47'26"E
H	27.430	2.521	2.520	N86°40'01"W
I	27.430	4.265	4.261	N79°34'45"W

TULLOCH GEOMATICS INC.
71 BLACK ROAD UNIT 8 SAULT STE MARIE P6B 0A3
T. 705 949.1457
F. 705 949.9606
866 806.6602
saultstemarie@tulloch.ca

DRAWN BY: KTN | FILE: 20-1082

ACAD FILE K:\2020\ENGINEERING\201082 Ruscio - Vacant Land Condo Dev-Merrifield\Dwgs\20-1082-401 Vacant Land Condo Plan.DWG [RPLAN]

APPENDIX B

Sanitary Sewer Supporting Documentation

SANITARY SEWER DESIGN SHEET

PROJECT: William Merrifield Subdivision

Discharge to Lyons Ave Sanitary

Design: M.Pilon
Checked: J. McDonald
Date: 03-Oct-19
Rev.

q = average daily flow 450 L/cap.day
I = peak extraneous flow 0.22 L/ha.s (**Not used for new areas)
I = peak extraneous flow 1.0 L/ha.s (exist. Areas)
M = peaking factor
Q(p) = peak population flow (L/s)
Q(I) = peak extraneous flow (L/s)
Q(d) = peak design flow (L/s)
Population estimates based on 3.2 people/house, 1.6 people/apartment and 12 people/ha for commerical

$M = 1 + 14/(4+P^{0.5})$
(where P is population in 1000's)
Q(p) = PqM/86.4 (L/s)
Q(i) = IA (L/s)
(where A = area in hectares)
Q(d) = Q(p) + Q(i)

TULLOCH ENGINEERING

SUPPORT CALCULATIONS

Location			Individual		Cumulative		Peaking	Pop.	Peak	Peak	Proposed Sewer								Pipe selection	Calc actual velocity (ref. partial flow chart)						
Street	From	To	Pop.	Area	Pop.	Area	factor	flow	extraneous	Design	Length	Pipe	Type	Grade	Capacity	Full	Actual	Qd/Qc	Theoretical	Choose	Choose		Ratio	Ratio	# houses	# Aparts	Comm. Area
	(MH)	(MH)		(ha)		(ha)	M	Q(p)	flow Q(i)	flow	(m)	size	of	(%)	(L/s)	flow	velocity	(%)	Diameter	pipe	pipe		q/Q	v/V			(ha)
								(L/s)	(L/s)	(L/s)		(mm)	pipe		(n=0.013)	velocity	@ Q(d)		(mm)	size	size		(Qd/capacity)				
																(m/s)	(m/s)			(to 600mm)	(over 600)			(from chart)			
Patrick Street	6690	7763	35	0.55	35	0.55	4.34	0.8	0.6	1.3	83.9	250		0.29	32.0	0.65	0.57	4.2	76.2	250	675		0.04	0.88	11	0	0.00
Patrick Street	7763	7652	48	0.76	83	1.31	4.26	1.8	1.3	3.2	89.9	250		0.27	30.9	0.63	0.47	10.2	106.3	250	675		0.10	0.75	15	0	0.00
Patrick Street	7652	6337	45	0.80	128	2.11	4.21	2.8	2.1	4.9	88.1	250		0.26	30.3	0.62	0.61	16.2	126.4	250	675		0.16	0.98	14	0	0.00
Patrick Street	6337	6227	3	0.20	131	2.31	4.21	2.9	2.3	5.2	9.9	250		4.00	118.9	2.42	1.91	4.4	77.2	250	675		0.04	0.79	1	0	0.00
Wallace Terrace	6227	7839	22	0.58	154	2.89	4.19	3.4	2.9	6.2	85.0	250		0.43	39.0	0.79	0.73	16.0	125.7	250	675		0.16	0.92	7	0	0.00
Wallace Terrace	7839	6947	182	3.72	336	6.61	4.06	7.1	6.6	13.7	98.0	250		0.33	34.2	0.70	0.67	40.1	177.5	250	675		0.40	0.96	57	0	0.00
Wallace Terrace	6947	6426	163	3.18	499	9.79	3.97	10.3	9.8	20.1	95.6	250		0.30	32.6	0.66	0.65	61.8	208.7	250	675		0.62	0.98	51	0	0.00
Wallace Terrace	6426	7209	166	3.31	666	13.10	3.91	13.5	13.1	26.6	97.0	250		0.26	30.3	0.62	0.64	87.9	238.2	250	675		0.88	1.03	52	0	0.00
Wallace Terrace	7209	6390	150	2.46	816	15.56	3.86	16.4	15.6	31.9	98.0	250		0.32	33.6	0.69	0.56	95.0	245.2	250	675		0.95	0.82	47	0	0.00
Wallace Terrace	6390	7806	138	3.01	954	18.57	3.81	18.9	18.6	37.5	90.3	300		0.32	54.7	0.77	0.63	68.6	260.4	300	675		0.69	0.82	43	0	0.05
Farwell Terrace	7806	7686	1433	56.97	2387	75.54	3.52	43.8	75.5	119.4	55.2	450		0.52	205.6	1.29	1.28	58.1	367.0	450	675		0.58	0.99	442	79	1.51
																									740		

APPENDIX C

Stormwater Management Supporting Documentation

IMPERVIOUS AREAS (ROOF AND DRIVEWAY)
AREA 1 = 0.256 ha
AREA 2 = 0.359 ha
AREA 3 = 0.388 ha
TOTAL = 1.003 ha

PERVIOUS AREAS (LANDSCAPE)
AREA 4 = 1.668 ha
TOTAL = 1.668 ha

TOTAL AREA = 2.671 ha

Henrietta Avenue

TENNIS COURTS

OUTDOOR RINK

N

Gillies Street

Patrick Street

Wallace Terrace

PROJECT:
William Merrifield Site Redevelopment
331 Patrick Street
Sault Ste. Marie, ON

TULLOCH ENGINEERING

DRAWING:
PRE-DEVELOPMENT SITE PLAN

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
-	-	-	-

DRAWN BY:	CHECKED BY:	PROJECT No. :	
TP	MP	20-1082	
DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
-	MP	-	0
SCALE:	DATE:		
1:750	SEPT. 2020		

IMPERVIOUS AREAS (ROOF AND DRIVEWAY)
AREA 1 = 0.496 ha
AREA 2 = 0.250 ha
AREA 3 = 0.237 ha
TOTAL = 0.983 ha

PERVIOUS AREAS (LANDSCAPE)
AREA 4 = 1.688ha
TOTAL = 1.673 ha

TOTAL AREA = 2.671 ha

Henrietta Avenue

N

TENNIS COURTS

OUTDOOR RINK

Gillies Street

FUTURE CITY R.O.W.

Patrick Street

Wallace Terrace

PROJECT:
William Merrifield Site Redevelopment
331 Patrick Street
Sault Ste. Marie, ON

TULLOCH ENGINEERING

DRAWING:
POST-DEVELOPMENT CATCHMENT AREA

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
-	-	-	-

DRAWN BY:	CHECKED BY:	PROJECT No. :
TP	MP	20-1082
DESIGNED BY:	APPROVED BY:	DRAWING No. / REVISION No.
-	MP	- / 0
SCALE:	DATE:	
1:750	FEB. 2020	

```
==========================================================================================================

       V    V   I    SSSSS  U   U    A    L
       V    V   I    SS     U   U   A A   L
        V  V    I     SS    U   U  AAAAA  L
        V  V    I      SS   U   U  A   A  L
         VV     I    SSSSS  UUUUU  A   A  LLLLL

        OOO   TTTTT  TTTTT  H   H  Y   Y  M   M   OOO    TM
       O   O    T      T    H   H   Y Y   MM MM  O   O
       O   O    T      T    H   H    Y    M   M  O   O
        OOO     T      T    H   H    Y    M   M   OOO
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                  *****  D E T A I L E D   O U T P U T *****


  Input   filename: C:\Program Files (x86)\VH Suite 3.0\VO2\voin.dat
  Output  filename: C:\Users\marc.pilon\AppData\Local\Temp\c3dd48fd-27b2-4d53-b34f-f4232133aa7e\Scenario.out
  Summary filename: C:\Users\marc.pilon\AppData\Local\Temp\c3dd48fd-27b2-4d53-b34f-f4232133aa7e\Scenario.sum


DATE: 09/07/2020                          TIME: 03:56:57

USER:



COMMENTS: _____________________________________________________________


----------------------------------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   1 **
  ****************************

--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\0d7b27f3
| Ptotal= 21.20 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    2.54 |  0.33   40.70 |  0.58   27.98 |  0.83    5.09
                0.17    7.63 |  0.42   78.86 |  0.67   17.81 |  0.92    2.54
                0.25   20.35 |  0.50   38.16 |  0.75   10.18 |  1.00    2.54

----------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                              IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n             =     0.013        0.250

     Max.Eff.Inten.(mm/hr)=      78.86         1.88
               over (min)        5.00       215.00
     Storage Coeff.  (min)=       3.85 (ii)  212.46 (ii)
     Unit Hyd. Tpeak (min)=       5.00       215.00
     Unit Hyd. peak  (cms)=       0.25         0.01
                                                      *TOTALS*
     PEAK FLOW       (cms)=       0.21         0.00          0.205 (iii)
     TIME TO PEAK    (hrs)=       0.42         4.08           0.42
     RUNOFF VOLUME    (mm)=      20.20         1.88           6.61
     TOTAL RAINFALL   (mm)=      21.20        21.20          21.20
     RUNOFF COEFFICIENT   =       0.95         0.09           0.31

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  80.2    Ia = Dep. Storage    (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
```

```
           THAN THE STORAGE COEFFICIENT.
      (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                              IMPERVIOUS    PERVIOUS (i)
      Surface Area     (ha)=       0.14         0.12
      Dep. Storage     (mm)=       1.00         5.59
      Average Slope     (%)=       1.00         2.00
      Length            (m)=      41.55        25.00
      Mannings n           =      0.013        0.250

      Max.Eff.Inten.(mm/hr)=      78.86        12.42
                 over (min)        5.00        15.00
      Storage Coeff.  (min)=       1.66 (ii)   13.92 (ii)
      Unit Hyd. Tpeak (min)=       5.00        15.00
      Unit Hyd. peak  (cms)=       0.32         0.08
                                                          *TOTALS*
      PEAK FLOW       (cms)=       0.03         0.00          0.030 (iii)
      TIME TO PEAK    (hrs)=       0.42         0.75           0.42
      RUNOFF VOLUME    (mm)=      20.20         4.61          13.00
      TOTAL RAINFALL   (mm)=      21.20        21.20          21.20
      RUNOFF COEFFICIENT   =       0.95         0.22           0.61

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

        (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
             CN*  =  87.2    Ia = Dep. Storage  (Above)
       (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
            THAN THE STORAGE COEFFICIENT.
      (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   2 **
  ****************************

--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\d536487a
| Ptotal= 28.30 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    3.40 |  0.33   54.34 |  0.58   37.36 |  0.83    6.79
                0.17   10.19 |  0.42  105.28 |  0.67   23.77 |  0.92    3.40
                0.25   27.17 |  0.50   50.94 |  0.75   13.58 |  1.00    3.40

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                              IMPERVIOUS    PERVIOUS (i)
      Surface Area     (ha)=       1.11         3.17
      Dep. Storage     (mm)=       1.00         9.38
      Average Slope     (%)=       1.00         0.31
      Length            (m)=     168.92       317.00
      Mannings n           =      0.013        0.250

      Max.Eff.Inten.(mm/hr)=     105.28         4.39
                 over (min)        5.00       155.00
      Storage Coeff.  (min)=       3.43 (ii)  151.93 (ii)
      Unit Hyd. Tpeak (min)=       5.00       155.00
      Unit Hyd. peak  (cms)=       0.26         0.01
                                                          *TOTALS*
      PEAK FLOW       (cms)=       0.28         0.01          0.283 (iii)
      TIME TO PEAK    (hrs)=       0.42         3.08           0.42
      RUNOFF VOLUME    (mm)=      27.30         4.39          10.33
      TOTAL RAINFALL   (mm)=      28.30        28.30          28.30
      RUNOFF COEFFICIENT   =       0.96         0.16           0.36

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

        (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
```

```
           CN*  =  80.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       0.14         0.12
     Dep. Storage     (mm)=       1.00         5.59
     Average Slope     (%)=       1.00         2.00
     Length            (m)=      41.55        25.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     105.28      NaN
               over (min)          5.00        10.00
     Storage Coeff.  (min)=       1.48 (ii)    6.37 (ii)
     Unit Hyd. Tpeak (min)=       5.00        10.00
     Unit Hyd. peak  (cms)=       0.33         0.15
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.04         0.01          0.042 (iii)
     TIME TO PEAK    (hrs)=       0.42         0.58           0.42
     RUNOFF VOLUME    (mm)=      27.30         8.60          18.68
     TOTAL RAINFALL   (mm)=      28.30        28.30          28.30
     RUNOFF COEFFICIENT   =       0.96         0.30           0.66

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
           CN*  =  87.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   3 **
  ****************************


--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\784099d4
| Ptotal= 33.10 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    3.97 |  0.33   63.55 |  0.58   43.69 |  0.83    7.94
                0.17   11.92 |  0.42  123.13 |  0.67   27.80 |  0.92    3.97
                0.25   31.78 |  0.50   59.58 |  0.75   15.89 |  1.00    3.97

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     123.13         6.52
               over (min)          5.00       135.00
     Storage Coeff.  (min)=       3.22 (ii)  130.02 (ii)
     Unit Hyd. Tpeak (min)=       5.00       135.00
     Unit Hyd. peak  (cms)=       0.27         0.01
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.34         0.02          0.337 (iii)
     TIME TO PEAK    (hrs)=       0.42         2.75           0.42
     RUNOFF VOLUME    (mm)=      32.10         6.52          13.15
     TOTAL RAINFALL   (mm)=      33.10        33.10          33.10
     RUNOFF COEFFICIENT   =       0.97         0.20           0.40

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!
```

```
       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  80.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                              IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       0.14         0.12
     Dep. Storage     (mm)=       1.00         5.59
     Average Slope     (%)=       1.00         2.00
     Length            (m)=      41.55        25.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     123.13      NaN
               over (min)          5.00        10.00
     Storage Coeff.  (min)=       1.39 (ii)    5.98 (ii)
     Unit Hyd. Tpeak (min)=       5.00        10.00
     Unit Hyd. peak  (cms)=       0.33         0.15
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.05         0.01          0.051 (iii)
     TIME TO PEAK    (hrs)=       0.42         0.58           0.42
     RUNOFF VOLUME    (mm)=      32.10        11.68          22.69
     TOTAL RAINFALL   (mm)=      33.10        33.10          33.10
     RUNOFF COEFFICIENT   =       0.97         0.35           0.69

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  87.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   4 **
  ****************************

--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\9fb8b510
| Ptotal= 39.00 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    4.68 |  0.33   74.88 |  0.58   51.48 |  0.83    9.36
                0.17   14.04 |  0.42  145.08 |  0.67   32.76 |  0.92    4.68
                0.25   37.44 |  0.50   70.20 |  0.75   18.72 |  1.00    4.68

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                              IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     145.08         9.52
               over (min)          5.00       115.00
     Storage Coeff.  (min)=       3.02 (ii)  112.02 (ii)
     Unit Hyd. Tpeak (min)=       5.00       115.00
     Unit Hyd. peak  (cms)=       0.28         0.01
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.40         0.03          0.403 (iii)
     TIME TO PEAK    (hrs)=       0.42         2.42           0.42
     RUNOFF VOLUME    (mm)=      38.00         9.52          16.91
     TOTAL RAINFALL   (mm)=      39.00        39.00          39.00
     RUNOFF COEFFICIENT   =       0.97         0.24           0.43
```

```
***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  80.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       0.14         0.12
     Dep. Storage     (mm)=       1.00         5.59
     Average Slope     (%)=       1.00         2.00
     Length            (m)=      41.55        25.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     145.08      NaN
               over (min)          5.00        10.00
     Storage Coeff.  (min)=       1.30 (ii)    5.60 (ii)
     Unit Hyd. Tpeak (min)=       5.00        10.00
     Unit Hyd. peak  (cms)=       0.33         0.15
                                                      *TOTALS*
     PEAK FLOW       (cms)=       0.06         0.01         0.061 (iii)
     TIME TO PEAK    (hrs)=       0.42         0.58          0.42
     RUNOFF VOLUME    (mm)=      38.00        15.79         27.77
     TOTAL RAINFALL   (mm)=      39.00        39.00         39.00
     RUNOFF COEFFICIENT   =       0.97         0.40          0.71

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  87.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   5 **
  ****************************


--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\f7b85600
| Ptotal= 43.40 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    5.21 |  0.33   83.33 |  0.58   57.29 |  0.83   10.42
                0.17   15.62 |  0.42  161.45 |  0.67   36.46 |  0.92    5.21
                0.25   41.66 |  0.50   78.12 |  0.75   20.83 |  1.00    5.21

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     161.45        11.98
               over (min)          5.00       105.00
     Storage Coeff.  (min)=       2.89 (ii)  102.30 (ii)
     Unit Hyd. Tpeak (min)=       5.00       105.00
     Unit Hyd. peak  (cms)=       0.28         0.01
                                                      *TOTALS*
     PEAK FLOW       (cms)=       0.45         0.04          0.452 (iii)
     TIME TO PEAK    (hrs)=       0.42         2.25          0.42
     RUNOFF VOLUME    (mm)=      42.40       [illegible]     19.88
```

```
     TOTAL RAINFALL   (mm)=      43.40        43.40          43.40
     RUNOFF COEFFICIENT   =       0.98         0.28           0.46

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  80.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB             |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       0.14         0.12
     Dep. Storage     (mm)=       1.00         5.59
     Average Slope     (%)=       1.00         2.00
     Length            (m)=      41.55        25.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     161.45      NaN
               over (min)          5.00        10.00
     Storage Coeff.  (min)=       1.25 (ii)    5.37 (ii)
     Unit Hyd. Tpeak (min)=       5.00        10.00
     Unit Hyd. peak  (cms)=       0.33         0.16
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.06         0.02          0.070 (iii)
     TIME TO PEAK    (hrs)=       0.42         0.50           0.42
     RUNOFF VOLUME    (mm)=      42.40        19.04          31.64
     TOTAL RAINFALL   (mm)=      43.40        43.40          43.40
     RUNOFF COEFFICIENT   =       0.98         0.44           0.73

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  87.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   6 **
  ****************************

--------------------
| MASS STORM       |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\d2fb540a
| Ptotal= 47.70 mm |    Comments: AES Type 2 One Hour Distribution
--------------------
                       Duration of storm    =  1.00 hrs
                       Mass curve time step =  5.00 min

                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                0.08    5.72 |  0.33   91.58 |  0.58   62.96 |  0.83   11.45
                0.17   17.17 |  0.42  177.44 |  0.67   40.07 |  0.92    5.72
                0.25   45.79 |  0.50   85.86 |  0.75   22.90 |  1.00    5.72

--------------------------------------------------------------------------------
--------------------
| CALIB             |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     177.44        14.56
               over (min)          5.00        95.00
     Storage Coeff.  (min)=       2.78 (ii)   94.75 (ii)
     Unit Hyd. Tpeak (min)=       5.00        95.00
     Unit Hyd. peak  (cms)=       0.28         0.01
                                                        *TOTALS*
     PEAK FLOW       (cms)=       0.50         0.05          0.501 (iii)
```

```
     TIME TO PEAK    (hrs)=       0.42         2.00          0.42
     RUNOFF VOLUME    (mm)=      46.70        14.56         22.90
     TOTAL RAINFALL   (mm)=      47.70        47.70         47.70
     RUNOFF COEFFICIENT   =       0.98         0.31          0.48

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  80.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
--------------------
| CALIB            |
| STANDHYD  (0002) |   Area    (ha)=   0.26
|ID= 1 DT= 5.0 min |   Total Imp(%)=  54.00   Dir. Conn.(%)=  54.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       0.14         0.12
     Dep. Storage     (mm)=       1.00         5.59
     Average Slope     (%)=       1.00         2.00
     Length            (m)=      41.55        25.00
     Mannings n           =      0.013        0.250

     Max.Eff.Inten.(mm/hr)=     177.44      NaN
               over (min)          5.00        10.00
     Storage Coeff.  (min)=       1.20 (ii)    5.17 (ii)
     Unit Hyd. Tpeak (min)=       5.00        10.00
     Unit Hyd. peak  (cms)=       0.33         0.16
                                                      *TOTALS*
     PEAK FLOW       (cms)=       0.07         0.02          0.078 (iii)
     TIME TO PEAK    (hrs)=       0.42         0.50           0.42
     RUNOFF VOLUME    (mm)=      46.70        22.33          35.48
     TOTAL RAINFALL   (mm)=      47.70        47.70          47.70
     RUNOFF COEFFICIENT   =       0.98         0.47           0.74

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  87.2    Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

--------------------------------------------------------------------------------
  ****************************
  ** SIMULATION NUMBER:   7 **
  ****************************


--------------------
|    READ STORM    |    Filename: C:\Users\marc.pilon\AppD
|                  |              ata\Local\Temp\
|                  |              c3dd48fd-27b2-4d53-b34f-f4232133aa7e\02f6f40b
| Ptotal=193.00 mm |    Comments: TIMMINS STORM
--------------------
                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
                1.00   15.00 |  4.00    3.00 |  7.00   43.00 | 10.00   13.00
                2.00   20.00 |  5.00    5.00 |  8.00   20.00 | 11.00   13.00
                3.00   10.00 |  6.00   20.00 |  9.00   23.00 | 12.00    8.00

--------------------------------------------------------------------------------

--------------------
| CALIB            |
| STANDHYD  (0001) |   Area    (ha)=   4.28
|ID= 1 DT= 5.0 min |   Total Imp(%)=  26.00   Dir. Conn.(%)=  26.00
--------------------
                           IMPERVIOUS    PERVIOUS (i)
     Surface Area     (ha)=       1.11         3.17
     Dep. Storage     (mm)=       1.00         9.38
     Average Slope     (%)=       1.00         0.31
     Length            (m)=     168.92       317.00
     Mannings n           =      0.013        0.250

         NOTE:  RAINFALL WAS TRANSFORMED TO   5.0 MIN. TIME STEP.


                          ---- TRANSFORMED HYETOGRAPH ----
                TIME    RAIN |  TIME    RAIN |'  TIME    RAIN |  TIME    RAIN
                 hrs   mm/hr |   hrs   mm/hr |'   hrs   mm/hr |   hrs   mm/hr
```

0.083	15.00	3.083	3.00	6.083	43.00	9.08	13.00
0.167	15.00	3.167	3.00	6.167	43.00	9.17	13.00
0.250	15.00	3.250	3.00	6.250	43.00	9.25	13.00
0.333	15.00	3.333	3.00	6.333	43.00	9.33	13.00
0.417	15.00	3.417	3.00	6.417	43.00	9.42	13.00
0.500	15.00	3.500	3.00	6.500	43.00	9.50	13.00
0.583	15.00	3.583	3.00	6.583	43.00	9.58	13.00
0.667	15.00	3.667	3.00	6.667	43.00	9.67	13.00
0.750	15.00	3.750	3.00	6.750	43.00	9.75	13.00
0.833	15.00	3.833	3.00	6.833	43.00	9.83	13.00
0.917	15.00	3.917	3.00	6.917	43.00	9.92	13.00
1.000	15.00	4.000	3.00	7.000	43.00	10.00	13.00
1.083	20.00	4.083	5.00	7.083	20.00	10.08	13.00
1.167	20.00	4.167	5.00	7.167	20.00	10.17	13.00
1.250	20.00	4.250	5.00	7.250	20.00	10.25	13.00
1.333	20.00	4.333	5.00	7.333	20.00	10.33	13.00
1.417	20.00	4.417	5.00	7.417	20.00	10.42	13.00
1.500	20.00	4.500	5.00	7.500	20.00	10.50	13.00
1.583	20.00	4.583	5.00	7.583	20.00	10.58	13.00
1.667	20.00	4.667	5.00	7.667	20.00	10.67	13.00
1.750	20.00	4.750	5.00	7.750	20.00	10.75	13.00
1.833	20.00	4.833	5.00	7.833	20.00	10.83	13.00
1.917	20.00	4.917	5.00	7.917	20.00	10.92	13.00
2.000	20.00	5.000	5.00	8.000	20.00	11.00	13.00
2.083	10.00	5.083	20.00	8.083	23.00	11.08	8.00
2.167	10.00	5.167	20.00	8.167	23.00	11.17	8.00
2.250	10.00	5.250	20.00	8.250	23.00	11.25	8.00
2.333	10.00	5.333	20.00	8.333	23.00	11.33	8.00
2.417	10.00	5.417	20.00	8.417	23.00	11.42	8.00
2.500	10.00	5.500	20.00	8.500	23.00	11.50	8.00
2.583	10.00	5.583	20.00	8.583	23.00	11.58	8.00
2.667	10.00	5.667	20.00	8.667	23.00	11.67	8.00
2.750	10.00	5.750	20.00	8.750	23.00	11.75	8.00
2.833	10.00	5.833	20.00	8.833	23.00	11.83	8.00
2.917	10.00	5.917	20.00	8.917	23.00	11.92	8.00
3.000	10.00	6.000	20.00	9.000	23.00	12.00	8.00

Max.Eff.Inten.(mm/hr)=	43.00	35.12	
over (min)	5.00	70.00	
Storage Coeff. (min)=	4.90 (ii)	69.57 (ii)	
Unit Hyd. Tpeak (min)=	5.00	70.00	
Unit Hyd. peak (cms)=	0.22	0.02	
			TOTALS
PEAK FLOW (cms)=	0.13	0.20	0.275 (iii)
TIME TO PEAK (hrs)=	6.92	7.92	7.00
RUNOFF VOLUME (mm)=	192.00	136.96	151.26
TOTAL RAINFALL (mm)=	193.00	193.00	193.00
RUNOFF COEFFICIENT =	0.99	0.71	0.78

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

(i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
CN* = 80.2 Ia = Dep. Storage (Above)
(ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
THAN THE STORAGE COEFFICIENT.
(iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

CALIB			
STANDHYD (0002)	Area (ha)=	0.26	
ID= 1 DT= 5.0 min	Total Imp(%)=	54.00	Dir. Conn.(%)= 54.00

		IMPERVIOUS	PERVIOUS (i)
Surface Area	(ha)=	0.14	0.12
Dep. Storage	(mm)=	1.00	5.59
Average Slope	(%)=	1.00	2.00
Length	(m)=	41.55	25.00
Mannings n	=	0.013	0.250

Max.Eff.Inten.(mm/hr)=	43.00	40.12	
over (min)	5.00	10.00	
Storage Coeff. (min)=	2.11 (ii)	9.78 (ii)	
Unit Hyd. Tpeak (min)=	5.00	10.00	
Unit Hyd. peak (cms)=	0.31	0.11	
			TOTALS
PEAK FLOW (cms)=	0.02	0.01	0.030 (iii)
TIME TO PEAK (hrs)=	6.50	7.00	7.00
RUNOFF VOLUME (mm)=	192.00	156.31	175.57
TOTAL RAINFALL (mm)=	193.00	193.00	193.00
RUNOFF COEFFICIENT =	0.99	0.81	0.91

***** WARNING: STORAGE COEFF. IS SMALLER THAN TIME STEP!

```
       (i) CN PROCEDURE SELECTED FOR PERVIOUS LOSSES:
            CN*  =  87.2     Ia = Dep. Storage  (Above)
      (ii) TIME STEP (DT) SHOULD BE SMALLER OR EQUAL
           THAN THE STORAGE COEFFICIENT.
     (iii) PEAK FLOW DOES NOT INCLUDE BASEFLOW IF ANY.

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 FINISH
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APPENDIX D

Watermain Capacity Supporting Documentation

WATER FLOW TEST REPORT No.1

PROJECT #:	201082 Merrifield Subdivision		
DATE (dd/mm/yr):	10-Sep-20		
TIME OF DAY:	10:00 AM	TEST BY:	RD, TG
WEATHER:	Sunny +9°C	CHECKED BY:	JM

TEST LOCATION: 344 Patrick St., Sault Ste. Marie, ON

WATER SUPPLIED BY: ☑ MUNICIPAL SYSTEM ☐ PRIVATE SYSTEM ☐ WELL ☐ Unknown

TEST TYPE: ☐ FIRE FLOW ☑ WATERMAIN CAPACITY ☐ HYDRANT CAPACITY

MAIN DIAMETER: ☐ 4 in. or less ☑ 6 in. ☐ 8 in. ☐ 10" ☐ 12" ☐ 16" or larger ☐ Unknown

PIPE MATERIAL ☐ PVC ☐ DUCTILE IRON ☐ CAST IRON ☑ Unknown

DATA

STATIC/RESIDUAL HYDRANT # ***E05-52 (Patrick Street)***

FLOW HYDRANT(S)	***E05-36***	***E06-9***
PITOT ORAFICE DIA.	2.00	3.05
COEFFICIENT:	1.310	1.350
PITOT READING:	19	19
USGPM:	681	1633

TOTAL FLOW DURING TEST: **2314** **USGPM**

STATIC READING: **66** **PSI**

RESIDUAL READING: **63** **PSI**

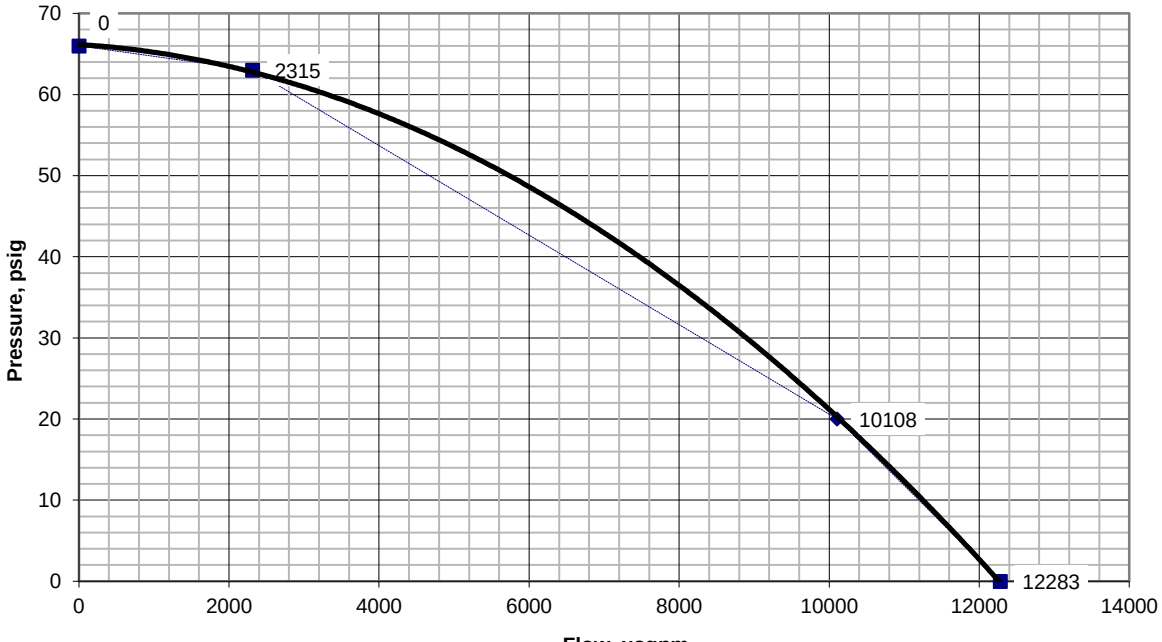
RESULTS:	***AT 20 PSI RESIDUAL***	**10108**	**USGPM**	***AT 0 PSI***	**12283**	**USGPM**

MIN. OF FLOW: 4.5

ESTIMATED CONSUMPTION: 10414 USGAL.

REMARKS: ☐ Test meets requirements of NFPA 291 ☐ Test achieves 10% practical pressure drop

☑ Test accuracy diminished due to inability to obtain satisfactory drop in system pressure



WATER FLOW TEST REPORT No.2

PROJECT #:	201082 Merrifield Subdivision		
DATE (dd/mm/yr):	10-Sep-20		
TIME OF DAY:	10:30 AM	TEST BY:	RD, TG
WEATHER:	Sunny +9°C	CHECKED BY:	JM

TEST LOCATION: 107 Wallace Terrace, Sault Ste. Marie, ON

WATER SUPPLIED BY: ☑ MUNICIPAL SYSTEM ☐ PRIVATE SYSTEM ☐ WELL ☐ Unknown

TEST TYPE: ☐ FIRE FLOW ☑ WATERMAIN CAPACITY ☐ HYDRANT CAPACITY

MAIN DIAMETER: ☐ 4 in. or less ☐ 6 in. ☐ 8 in. ☑ 10" ☐ 12" ☐ 16" or larger ☐ Unknown

PIPE MATERIAL ☐ PVC ☐ DUCTILE IRON ☐ CAST IRON ☑ Unknown

DATA

STATIC/RESIDUAL HYDRANT # ***E05-49 (Wallace Terrace)***

FLOW HYDRANT(S)	***E05-48***	***E06-9***
PITOT ORAFICE DIA.	2.00	3.05
COEFFICIENT:	1.310	1.350
PITOT READING:	18	19
USGPM:	663	1633

TOTAL FLOW DURING TEST: **2296** **USGPM**

STATIC READING: **70** **PSI**

RESIDUAL READING: **65** **PSI**

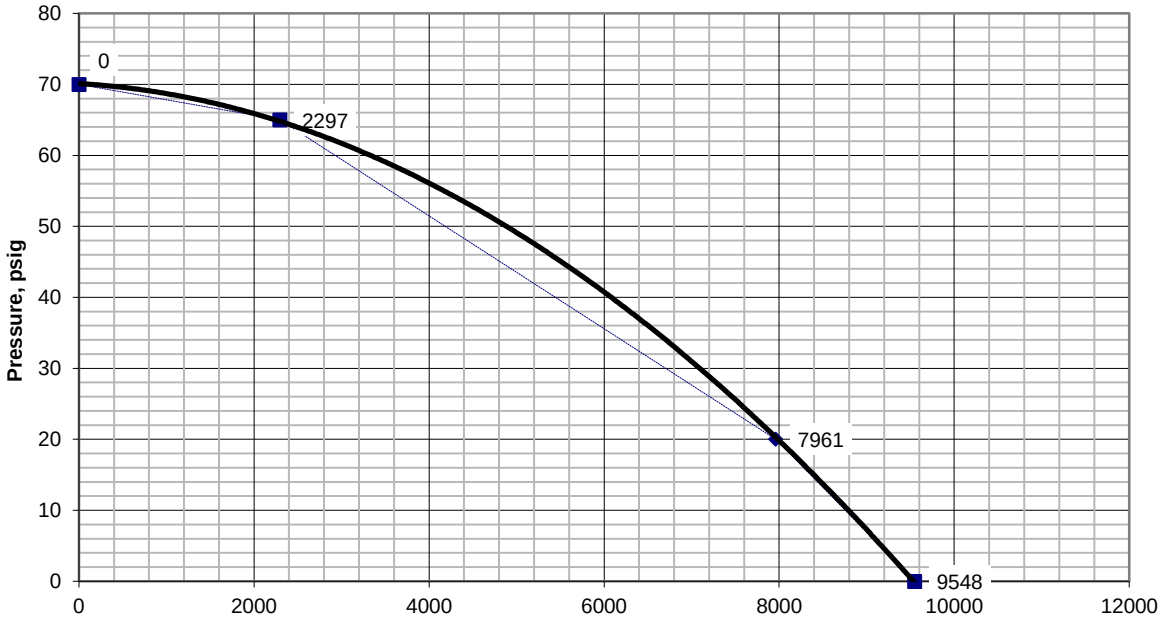
RESULTS:	***AT 20 PSI RESIDUAL***	**7961**	**USGPM**	***AT 0 PSI***	**9548**	**USGPM**

MIN. OF FLOW: 4.5

ESTIMATED CONSUMPTION: 10332 USGAL.

REMARKS: ☐ Test meets requirements of NFPA 291 ☐ Test achieves 10% practical pressure drop

☑ Test accuracy diminished due to inability to obtain satisfactory drop in system pressure



Fire Underwriters Survey 1999

Fire Flow Calculations

An estimate of the fire flow required for a given area is determined by the following formula:

F = 220 X C X SQRT(A)

where,
F = the required fire flow in litres per minute
C = coefficient for the type of construction
A = the total floor area in square metres

Note: buildings are assumed to have a Fire Wall to sub-divide the building living spaces. The fire wall must meet or exceed the requirements of the National Building Code of Canada and must have a fire resistance rating of 2 hours or more.

Assessment Criteria	**Townhome**
Construction Type:	Wood Frame
Occupancy:	Low-Hazard
Sprinkler System:	Non-sprinklered
Area (m^2) =	292

STEP 1: Type of Construction to Determine "c" Coefficient

Construction Type:	Wood Frame		
"c" Value =	1.5		
F =		5639.04	L/min
Round up to nearest 1,000 (BASE FLOW)		**6000**	**L/min**

STEP 2: Increase or Decrease for Occupancy

		Charge / Credit	
Occupancy:	Non-combustible	-25%	CREDIT

APPLY ONE OF THESE CHARGES TO THE VALUE OBTAINED IN STEP 1

Value from Step 1 X Charge =		-1500 L/min	CREDIT
New Value =		**4500 L/min**	

STEP 3: Determine the decrease for Sprinkler System

1) -30% for fire system conforming to NFPA 13 and other NFPA sprinkler standards
2) -10% additional credit if the water supply is standard for both the system and fire department hose lines required,
3) -10% additional credit for a fully supervised system

Charge for Sprinkler =	No Sprinkler	0	
Value from Step 2 X Charge =		0 L/min	CREDIT

STEP 4: Increase for Exposure from other buildings

0 to 3 m (+25%)
3.1 to 10 m (+20%)
10.1 to 20 m (+15%)
20.1 to 30 m (+10%)
30.1 to 45 m (+5%)
> 45 m (0%)

	Distance	Charge
Side 1	3.1-10 m	0.2
Side 2	3.1-10 m	0.2
Side 3	20.1-30 m	0.1
Side 4	20.1-30 m	0.1
	Total =	0.6

(The total shall be the sum of the % for all sides, but **SHALL NOT EXCEED 75%)**

Value from Step 2 X Total Charge =		2700 L/min	CHARGE

STEP 5: Sum of Steps 1 to 4

Base Flow (from Step 1) =	6000	(not used in calculation)
Revised Base Flow for Occupancy (from Step 2) =	4500	L/MIN
Sprinkler (from Step 3) =	0	CREDIT
Exposure (from Step 4) =	2700	CHARGE
Total =	7200	L/min
Fire Flow required (Round up to nearest 1,000 Litres) =	**8000**	**L/min**
	133	**L/sec**

Fire Underwriters Survey 1999

Fire Flow Calculations

An estimate of the fire flow required for a given area is determined by the following formula:

F = 220 X C X SQRT(A)

where,
F = the required fire flow in litres per minute
C = coefficient for the type of construction
A = the total floor area in square metres

Note: buildings are assumed to have a Fire Wall to sub-divide the building living spaces. The fire wall must meet or exceed the requirements of the National Building Code of Canada and must have a fire resistance rating of 2 hours or more.

Assessment Criteria	**Townhome**
Construction Type:	Wood Frame
Occupancy:	Low-Hazard
Sprinkler System:	Non-sprinklered
Area (m^2) =	389

STEP 1: Type of Construction to Determine "c" Coefficient

Construction Type:	Wood Frame	
"c" Value =	1.5	
F =	6508.62	L/min
Round up to nearest 1,000 (BASE FLOW)	**7000**	**L/min**

STEP 2: Increase or Decrease for Occupancy

		Charge / Credit	
Occupancy:	Non-combustible	-25%	CREDIT

APPLY ONE OF THESE CHARGES TO THE VALUE OBTAINED IN STEP 1

Value from Step 1 X Charge =	-1750	L/min	CREDIT
New Value =	**5250**	**L/min**	

STEP 3: Determine the decrease for Sprinkler System

1) -30% for fire system conforming to NFPA 13 and other NFPA sprinkler standards
2) -10% additional credit if the water supply is standard for both the system and fire department hose lines required,
3) -10% additional credit for a fully supervised system

Charge for Sprinkler =	No Sprinkler	0	
Value from Step 2 X Charge =	0	L/min	CREDIT

STEP 4: Increase for Exposure from other buildings

0 to 3 m (+25%)
3.1 to 10 m (+20%)
10.1 to 20 m (+15%)
20.1 to 30 m (+10%)
30.1 to 45 m (+5%)
> 45 m (0%)

	Distance	Charge
Side 1	3.1-10 m	0.2
Side 2	3.1-10 m	0.2
Side 3	20.1-30 m	0.1
Side 4	20.1-30 m	0.1
	Total =	0.6

(The total shall be the sum of the % for all sides, but **SHALL NOT EXCEED 75%)**

Value from Step 2 X Total Charge =	3150	L/min	CHARGE

STEP 5: Sum of Steps 1 to 4

Base Flow (from Step 1) =	7000	(not used in calculation)
Revised Base Flow for Occupancy (from Step 2) =	5250	L/MIN
Sprinkler (from Step 3) =	0	CREDIT
Exposure (from Step 4) =	3150	CHARGE
Total =	8400	L/min
Fire Flow required (Round up to nearest 1,000 Litres) =		**9000 L/min**
		150 L/sec

APPENDIX E

Electrical Servicing Supporting Documentation

PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

ECRA/ESA Lic. # 7001626

September 12th, 2020

Tulloch Engineering
Attn: Mr. Marc Pilon
71 Black Road
Sault Ste. Marie, ON
P6B 0A3
marc.pilon@tulloch.ca

Dear Mr. Pilon,

Re: Patrick Street [331] Condominium - Electrical Servicing Responses

This letter is in response to the Request for Information – Merrifield – PUC Electrical documentation received on September 6th, 2020 for the above noted address.

PUC's responses below have been completed using the information available at the time. A more detailed review of the development is recommended to ensure all items are discussed prior to finalizing designs. PUC's responses to your questions are noted below for your reference:

1. Size of power service on Patrick Street and Wallace Terrace.
    a. PUC Distribution Inc.'s electrical distribution system on Wallace Terrace is a three phase, high voltage (12.47kV) system, while the electrical distribution system on Patrick Street is a single phase (7.2kv) system.
2. Preference on street where power is brought into the site.
    a. Due to the quantity of residential services that are being proposed, PUC will require a high voltage, looped system through the development. It is recommended that the loop be completed from Wallace Terrace to Patrick Street.
3. Whether single phase power be sufficient for new development.
    a. A typical residential service is designed to be serviced by a single phase 120/240V system. As the complete development is unknown, PUC is unable to comment whether three phase services will be required within the development. Assuming all proposed developments will require typical residential services and no additional services (ex. Pumping stations) are required, a single phase system should be adequate.
4. If single phase is sufficient, is a pad mounted junction unit preferred at the Wallace Terrace.
    a. A looped system will be required as indicated above. Assuming a single phase system is sufficient, the loop is recommended between Wallace Terrace and Patrick Street. The high voltage cables can be connected to a pole on the west side of Patrick Street and connected to a pole on either the south side of Wallace

Terrace (underground crossing will be required) or to a new pole on the north side of Wallace Terrace (may require easements for anchoring). Specifics of connection locations should be discussed in further detail.

b. A typical, single phase, minipad transformer can service approximately 8-10 residential units. As there are 45 units proposed (excluding the units facing Patrick Street), this will result in approximately five, looped transformers installed within the development.

5. Any additional information regarding the preferred electrical servicing of the development.
    a. The proposed development appears to be a common element condominium. It is PUC's preference that the electrical distribution system be installed centred in a 3m easement on the common element.
    b. The two townhouse units fronting Patrick Street will be serviced directly from the pole line on Patrick Street and treated as typical residential services.
    c. The electrical distribution system will be owned and operated by PUC.
    d. Ownership of secondary services will be dependant on how the units are serviced. If each unit is serviced independently, PUC may take ownership. If the complete townhouse unit is serviced as one, the secondary servicing will be owned by the Developer/Owner. Additional easements may be required for PUC owned services depending on the easement placement above and the extents of the individual properties.
    e. Lighting will be the responsibility of the Developer.
    f. PUC will complete the electrical distribution system design and offer to connect inclusive of conditions and estimated costs upon formal request to proceed.
    g. PUC will require an AutoCAD drawing inclusive of the property fabrics, driveways, underground services and other relevant information to utilize to overlay the electrical system design.
    h. A registered plan will be required prior to commencing electrical distribution system design and offering.
    i. PUC will require a copy of the executed agreement between the Developer and the City prior to executing an Agreement between PUC and Developer.

Should you need any further clarification, or have any comments with respect to this offer do not hesitate to contact the undersigned.

Yours truly,

PUC SERVICES INC.

D. Seabrook

Darren Seabrook, P. Eng.
Electrical Distribution Engineer

Encl.: Request for Information – Merrifield – PUC Electrical

TULLOCH
ENGINEERING

71 Black Road
Unit 8
Sault Ste Marie, ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
866 806.6602
saultstemarie@tulloch.ca

www.TULLOCH.ca

Request for Information

To: Darren Seabrook, P.Eng – Electrical Engineer

Date: September 6, 2020 **Project No. 20-1080**

Project: Merrifield Condominium

TULLOCH Engineering Inc. requests the following information for the above mentioned project. Submit information by return email or contact Marc Pilon, P.Eng (marc.pilon@tulloch.ca).

We thank you in advance for your assistance

Description of Documents
TULLOCH has been retained by Ruscio Masonry and Construction to provide land development services for 331 Patrick Street (Former William Merrifield Elementary School Site) to accommodate new residential lots (Figure appended to this document). TULLOCH requests PUC Electrical provide the following information as part of TULLOCH's Servicing Study: - Size of power service on Patrick Street and Wallace Terrace - Preference on street where power is brought into the site - Whether single phase power be sufficient for new development - If single phase is sufficient, is a pad mounted junction unit preferred at the Wallace Terrace - Any additional information regarding the preferred electrical servicing of the development

Requested by TULLOCH Engineering Inc.



Signature of Authorized Representative

September 6, 2020



PROJECT:

William Merrifield Site Redevelopment

331 Patrick Street

Sault Ste. Marie, ON

TULLOCH ENGINEERING

DRAWING:

CONCEPTUAL SITE PLAN
OPTION 2

ENGINEER'S SEAL

No.	DATE	BY	ISSUES / REVISIONS
0	FEB. 21 2020	KN	ISSUED FOR CLIENT APPROVAL

DRAWN BY:	CHECKED BY:	PROJECT No. :	
KTN	JVM	20-1082	
DESIGNED BY:	APPROVED BY:	DRAWING No.	REVISION No.
KTN	JVM	Sk2	0
SCALE:	DATE:		
1:750	FEB. 2020		

APPLICATION NO. 57T-21-501
BUILDING DIVISION COMMENTS

ADDRESS: 331 PATRICK STREET

SUBJECT: 49 UNIT MULTIPLE ATTACHED

Date: 2020-12-22
To: PLANNING DEPARTMENT: Don McConnell
From: BUILDING DIVISION: Frank Bumbaco

BUILDING DIVISION COMMENT:

Data

- Existing Zone = R3 – Low Density Residential Zone
- Site is not regulated by Development Control.
- Site is not regulated by the Sault Ste. Marie Region Conservation Authority

Setback Review

The following setback review is for the proposed Multiple Attached Townhouse Units

R3 Building Requirements:

- Frontage – Minimum required 20 meters.
- Front Yard – Minimum required setback is 7.5 meters.
- Interior Side Yard – Minimum required setback is 1.2 meters for single storey & 1.8 meters for 2 storey.
- The Other Interior Side Yard – Minimum required setback is 3 meters.
- Exterior Side Yard - Minimum required setback is 6 meters.
- Rear Yard – minimum required setback is 10 meters.
- Maximum Building Height – 2 Storey
- Maximum Lot Coverage – 40%

Parking

- Multiple Attached Dwelling - 1 space per dwelling unit required, 6% of total required parking spaces shall be barrier free.

Comment

- The Building Division has no objections with the proposed application, however would like to comment that a swing calculation will be required to determine compliance with the clearances required under 9.1.1.5. & 3.1.19. of the Ontario Building Code for proximity to existing above ground electrical conductors if any of the proposed construction takes place within 6 meters horizontally from the above grade power lines.

Larry Girardi
Deputy CAO

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

Public Works & Engineering Services

Daniel Perri, P. Eng.
Area Coordinator, Wastewater

December 29, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. 57T-21-501**
Subdivision / Condominium Application

Applicant: **1890685 Ontario Inc.**

Subject Property: **331 Patrick Street**

Please accept this correspondence in response to your request dated December 21, 2020.

Staff from Public Works has reviewed the application noted above and provides the following:

- It is understood that no services will be provided beyond the City right-of-way (ie: snow plowing, refuse collection, etc.).

If you have any further questions, please contact me at 574-1086.

Yours very truly,



Daniel Perri, P. Eng.
Area Coordinator, Wastewater
d.perri@cityssm.on.ca

C: Susan Hamilton Beach, P.Eng.
Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

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

ECRA/ESA Lic. # 7001626

December 30, 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

Dear Don:

Re: 331 Patrick St – Application No. # 57T-21-501

With respect to the above noted proposed Common Elements development we can generally comment that we have no concerns with providing water and electrical servicing and streetlighting to the development. We have not however reviewed any of the specific technical details on the plans provided at this time.

We would require that agreements be established as follows as part of the development process:

- An agreement between the developer and PUC Distribution Inc. would be required with respect to the installation and operation of electrical distribution infrastructure
- An agreement between the developer and PUC Services Inc. would be required with respect to the installation and operation of streetlighting
- An agreement between the developer and The Public Utilities Commission would be required with respect to the installation and operation of water distribution infrastructure

We also take this opportunity to respectfully request that the developer contact the PUC Engineering Department early in the development stages to review the associated development requirements if they have not already done so.

Yours truly,
PUC Services Inc.

Rob Harten, P. Eng.
Manager of Engineering

RH*kr

January 4th, 2021

City of Sault Ste. Marie
Planning and Enterprise Services

Attn: Stephanie Perri

Re: 57T-21-501

Dear Stephanie,

We have reviewed the above mentioned circulation for 331 Patrick Street. The following paragraph is to be included as a condition of approval:

“The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities and/or easement at their own cost.”

The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada’s existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the *Bell Canada Act*, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

Should you have any questions, please contact the undersigned.

Ryan Courville
Access Network Provisioning Manager
Planning and Development
Phone: 416-570-6726
Email: planninganddevelopment@bell.ca

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 01 06

MEMO TO: Don McConnell, RPP
Planning Director

RE: 57T-21-501
331 Patrick Street
1890685 Ontario Ltd.

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

- Driveway entrance shall be as per Streets By-law
- A sediment control plan and storm water management plan must be submitted to the satisfaction of the Director of Engineering or his designate.
- Adequate facilities to accommodate the existing surface drainage from adjacent properties and the new development shall incorporated by installing swales or storm system that connects to the municipal storm system, as approved by the Director of Engineer or his designate.
- Plans and specifications showing grading and servicing should be reviewed and approved by the Director of Engineering or his designate.
- The Owner shall submit soil tests by an independent testing laboratory on the stability of the soil and its ability to sustain superimposed loads from building and filling operations and to furnish, at no cost to the City, certified copies of the results thereof for examination by the Director of Engineering or his designate.
- No work shall be commenced without the approval of the Commissioner of Engineering & Planning or his designate. Any work which requires approvals from the City and the Ministry of the Environment shall not commence until such approvals and agreements are endorsed.
- The Developer is required to enter into a Development Agreement with the City and will be required to provide a letter of credit. As a vacant land condo, the City will require 100% letter of credit for the common elements.

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

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

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

Stephanie Perri

From: Stephanie Perri
Sent: Wednesday, January 13, 2021 4:09 PM
To: Stephanie Perri
Subject: FW: Request for Comment - 3 Applications

From: Carl Rumiel
Sent: Tuesday, January 5, 2021 3:20 PM
To: Maggie McAuley <m.mcauley@cityssm.on.ca>
Cc: Don Elliott <d.elliott@cityssm.on.ca>; Catherine Taddo <c.Taddo@cityssm.on.ca>
Subject: RE: Request for Comment - 3 Applications

Hi Maggie:
Traffic engineering comments:

331 Patrick Street
There are 49 new units proposed all with access onto Wallace Terrace and Patrick Street. Using trip generation rates from similar studies, we can assume approximately 5 vehicle trips per day per unit for a total of 245vpd generated from the townhouses. The maximum traffic capacity on a road like Patrick and Wallace is approximately 7000-8000vpd. We could split traffic evenly between both roads for a traffic increase of 70-75vpd on both Wallace Terrace and Patrick. While we have not obtained recent traffic counts, current volumes are well below the capacity. The engineering division is satisfied that the traffic impact from these new units will be minimal.

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

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

From: Maggie McAuley
Sent: Monday, January 4, 2021 1:50 PM
To: Don Elliott <d.elliott@cityssm.on.ca>; Carl Rumiel <c.rumiel@cityssm.on.ca>; Catherine Taddo <c.Taddo@cityssm.on.ca>
Subject: FW: Request for Comment - 3 Applications

Hello,

Here are rezoning and condo applications for your review and comment. The comments are due today, so anything you can do to return your comments as soon as possible will be appreciated.

Thanks,

561 – 571 Second Line

- Stormwater management will likely be required.
- There are no laterals to Second Line E
- There are existing laterals to Connaught Street. I'm still trying to find out the size.
- There is a 1 foot reserve on Connaught. I'm still researching what it is for.
- Driveway entrances to conform to Streets Bylaw
- Will recommend development control so that details for lot grading, servicing and SWM can be addressed.
- 5m road widening on Second Line if it has not already been taken.

136 – 138 John Street

- Fort Creek aqueduct location on east side of property. GIS shows a storm system from Albert connecting to aqueduct in parking Lot. No easement listed in GIS.
- Do we want or need an easement for this section of the aqueduct?
- GIS indicated existing sanitary laterals to 134 and 136 John Street, but no lateral to 138 John Street.
- 134 John has a drainage complaint… more info need to see if it is relevant.

331 Patrick Street

- Carl – I don't know if Planning will want a traffic comment on this one.
- Driveway entrance will have continuous sidewalk and not curb returns. This well help differentiate the private road from the municipal road.
- Lot grading plan to address existing drainage problems from rear yards on Henrietta, and the existing drainage agreement for the new lots on Patrick Street.
- Owner will have to enter into a Development Agreement (likely a Condo Agreement) with the City, and may be required to provide a Letter of Credit.

Maggie McAuley, P.Eng.
Municipal Services Engineer,
Engineering Division
Public Works and Engineering Services
705.759.5385 m.mcauley@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

SAULT STE.MARIE

From: Stephanie Perri
Sent: Monday, December 21, 2020 12:11 PM
To: Karen Fields <k.fields@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Rob Harten <rob.harten@ssmpuc.com>; John Febbraro <j.febbraro@cityssm.on.ca>; Paul Milosevich <p.milosevich@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Nancie Scott <n.scott@cityssm.on.ca>; Diane Morrell <diane.morrell@sciontario.org>
Cc: Benita Brogno <b.brogno@cityssm.on.ca>; 'eng dept' <eng-dept@ssmpuc.com>; Kathy Swinn

<k.swinn@cityssm.on.ca>; Lisa McMillan <l.mcmillan@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Subject: Request for Comment - 3 Applications

Good morning,
The following applications are attached for your review/comment:

- A-1-21-Z.OP 561 and 571 Second Line West;
- A-2-21-Z 134, 136, 138 John Street; and
- 57T-21-501 331 Patrick Street.

Large drawings and hard copies of servicing studies for the Patrick Street application are available upon request.
We would appreciate your comments no later than **January 4, 2021**.
If you require anything further, please advise.
Stephanie

Stephanie Perri
Administrative Clerk
Planning & Enterprise Services
705.759.5368 s.perri@cityssm.on.ca

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

SAULT STE.MARIE

Shape the Sault.ca
Sault Ste. Marie Official Plan Review
Click to find out more and get involved



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 325, 331, 333, 341, 349 Patrick St.
Roll No.: 050007013110000, 050007013100000, 050007013090000, 050007013000000
Map No.: 56/1-72
Application No.: 57T-21-501
Date Created: December 16, 2020

Legend

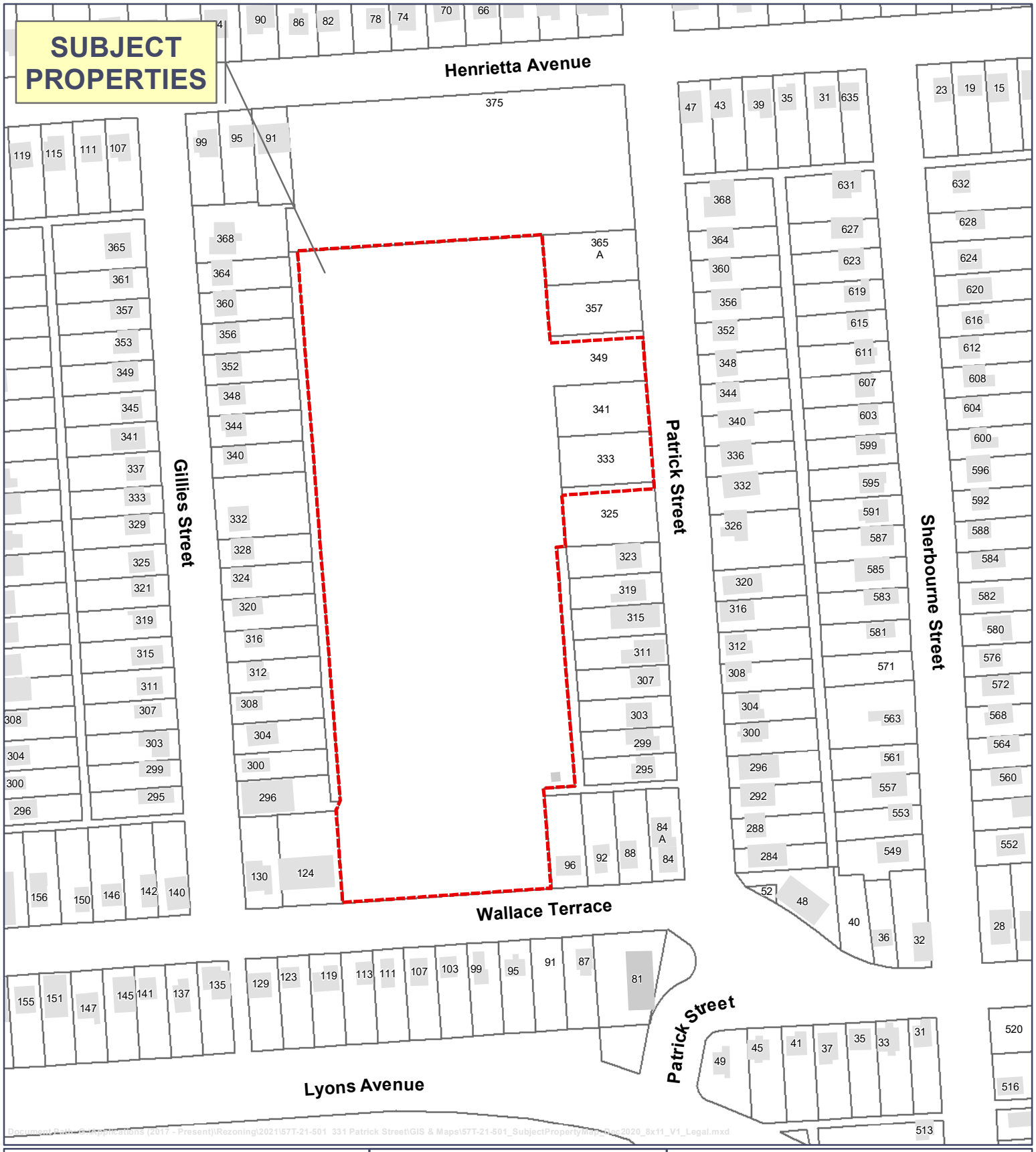
Subject Properties: 349, 341, 333, 331 Patrick St.
Parcel Fabric

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 10 20 40 Meters
1:2,000

N



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Schedule "A"

Property Information

Civic Address: 325, 331, 333, 341, 349 Patrick St.
Roll No.: 050007013110000, 050007013100000, 050007013090000, 050007013000000
Map No.: 56/1-72
Application No.: 57T-21-501
Date Created: December 16, 2020

Legend

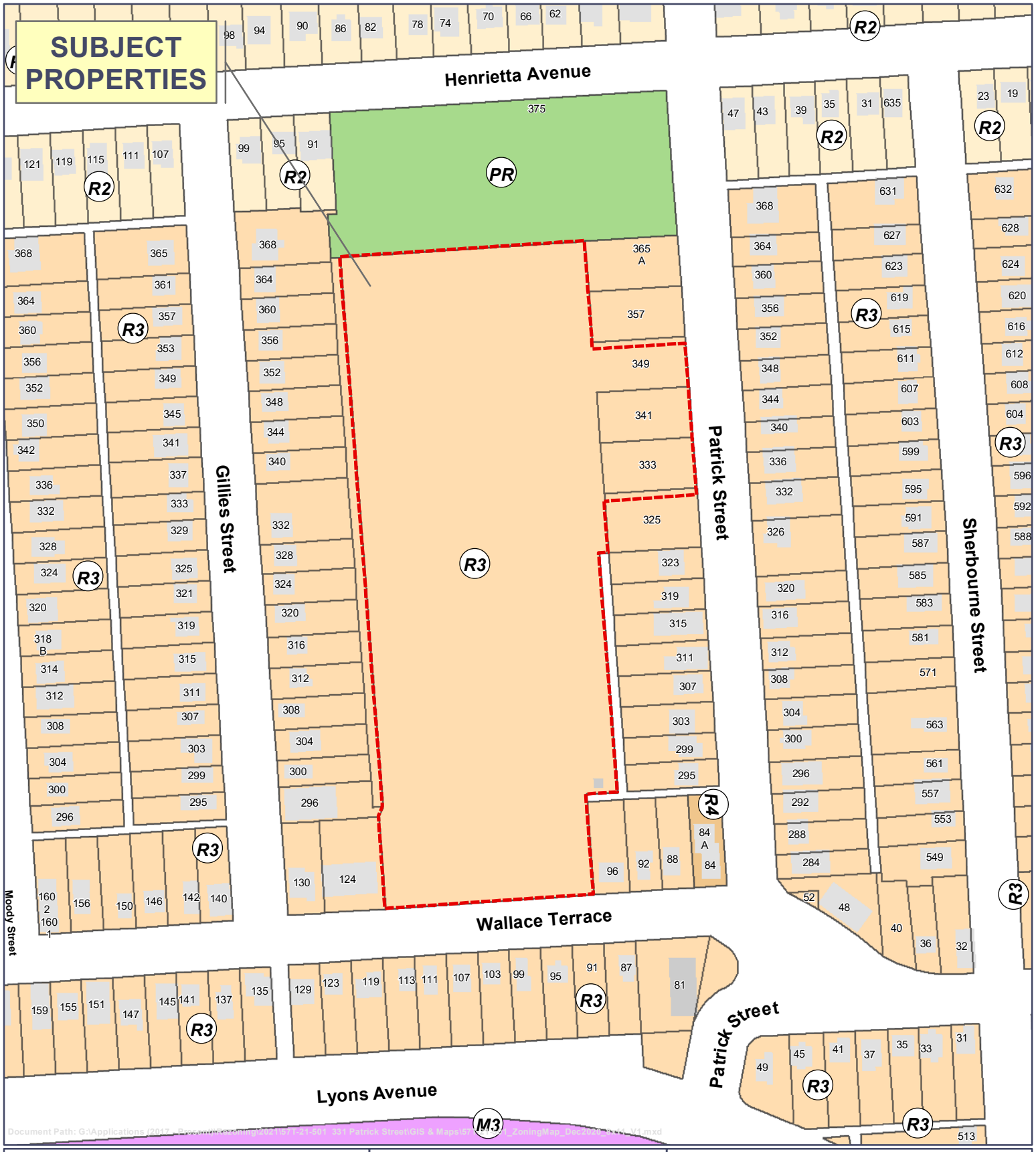
Subject Properties: 349, 341, 333, 331 Patrick St.
Parcel Fabric

SAULT STE.MARIE
Planning and Enterprise Services
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saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

0 10 20 40 Meters
1:2,000

N



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☑ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 325, 331, 333, 341, 349 Patrick St.
Roll No.: 050007013110000, 050007013100000, 050007013090000, 050007013000000
Map No.: 56/1-72
Application No.: 57T-21-501
Date Created: December 16, 2020

Legend

- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric
- Subject Parcel

SAULT STE.MARIE
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99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

0 10 20 40 Meters
1:2,000

N

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

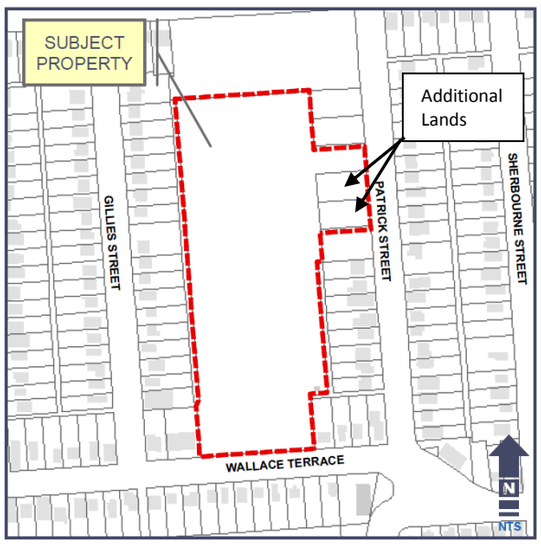
331 Patrick Street
Application No.: 57T-21-501
Applicant: 1890685 Ontario Inc. (c/o Dave Ruscio)

Date: January 25, 2021
Time: 5:30 PM

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

PURPOSE

The applicant, 1890685 Ontario Inc. (C/O Dave Ruscio) is seeking Councils approval to create a 14 block (lot), 49 unit vacant land condominium.



PROPOSED CHANGE

The applicant is seeking Draft Plan of Condominium approval to create a vacant land condominium consisting of 14 blocks and a total of 49 multiple attached dwelling units. The current Low Density Residential Zoning (R3) upon the subject property permits townhouse units.

NOTE – This is a revised public notice with changes to the subject property to include additional lands fronting onto Patrick Street.

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 25, 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 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 22, 2021 as part of City Council's Agenda. Please contact Peter Tonazzo at 705.759.2780 or 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 with your name, address and application file number on or before **Monday, January 25, 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

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-1-21-Z.OP 561 and 571 Second Line West (Toppan and Cicchelli)

PURPOSE

The applicant, 2779594 Ontario Inc. (c/o David Toppan and Benjamin Cicchelli) has submitted an Official Plan and Rezoning application to permit the construction of personal storage units and 11 multiple attached dwellings on the subject property.

PROPOSED CHANGE

Amend the Official Plan by adding a notwithstanding clause to the Residential land use policies to permit personal storage on the subject property.

Amend Zoning By-law 2005-150 from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit, in addition to the uses permitted in an R3 zone, personal storage subject to the following provisions:

- Permit a fence in the front yard not exceeding 1.8 metres.
- Reduce the rear yard setback (Connaught Avenue setback) from 10 metres to 7.5 metres for the westerly townhouse only.

Subject Property:

- Location – Located on the south side of Second Line West, approximately 245 metres east of its intersection with Goulais Avenue.
- Approximate size – through-lot with 23m (75') frontage along Second Line West and 34m (112') of frontage along Connaught Avenue, and a depth of 190m (623'), totalling 12,500 m^2. (3.2 ac).
- Present use – Vacant.
- Owner – 2779594 Ontario Inc.

BACKGROUND

No previous planning applications exist for this property.

ANALYSIS

Conformity with Official Plan

The Official Plan designates the subject property as Residential. A site specific amendment to the Residential land use policies to permit personal storage is required.

Archeological Potential

Schedule E (Archeological Resources) of the official plan identifies archeological potential on the site. A review of historic air photography shows that extensive soil disturbance has occurred on the property, minimizing the likelihood of any archeological resources. As per Archeological Resources Policy 2, an archeological assessment is not required where past soil disturbance has occurred.

Conformity with Provincial Policy Statement 2020

The Provincial Policy Statement states that healthy, livable and safe communities are sustained by accommodating a range and mix of residential types and employment uses, including industrial, commercial, and institutional uses. The proposed townhouse and storage development will contribute to this range and mix of uses.

The proposed development represents an intensification of vacant underutilized land within the urban area that will utilize existing municipal infrastructure.

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 subject property has frontage on two parallel streets, Second Line West and Connaught Avenue. To the north of the property, across Second Line West, is a multi-unit dwelling and a portion of the Central Creek flood control channel. To the east and south are single-detached homes, a townhouse complex and an apartment building. To the west is the Central Creek flood control channel.

The proposal consists of two components:

- Personal storage component: 9 storage buildings consisting of individual, self-contained units will be located within the north 95 metres of the property. A 50 m^2. accessory office will also be constructed. Access to the personal storage units will only be permitted from Second Line West. The applicant will be required to merge 561 and 571 Second Line West to

complete the proposed build-out of the storage units, otherwise, additional variances will be required.

- Residential component: 3 townhouse buildings totalling 11 units will be located within the south 45 metres of the property. Access to the dwelling units will only be permitted from Connaught Avenue.

Personal Storage Facility

Personal storage facilities which employ few, if any, on-site employees, are seldom used during evening hours and have no defined peak use periods. The proposal is designed to mitigate against the common impacts associated with storage facilities such as light trespass and aesthetics. There are no traffic concerns.

The personal storage facility will be orientated toward Second Line West and will be visually screened from nearby uses. The combination of 1.8 metre high visually solid fencing, tree and shrub planting as well as landscape strips are proposed along the facility's perimeter. Its visual footprint on Second Line West is minimal due to the property's narrow 23 metre wide frontage and the proposed fence. The existing evergreen trees along the west part of the property that abut the flood control channel will be maintained or extended where possible.

Light fixtures and their location will be reviewed at the site plan control stage to ensure that they are oriented to avoid glare towards neighbouring properties. A visually solid wood fence will also be required along the perimeter. Varying the Zoning By-law to permit a 1.8m high fence in the front yard is appropriate given that the fence is setback 30 metres from the front lot-line.

The property's underlying R3 zoning will be maintained to prevent other uses that are not contemplated in this zone from locating here without municipal approval.

Multiple Attached Dwellings

The portion of the property that fronts Connaught Avenue will consist of three townhouse developments with an overall unit count of 11. This is an appropriate use for the location as it will maintain the residential character of Connaught Avenue and will further screen the self-storage facility.

The proposed townhouses are permitted in the R3 zone; however, a rear yard setback reduction from 10m to 7.5m is required for the westernmost townhouse. In consultation with the Building Division, the zoning by-law identifies the Connaught Avenue frontage as the rear yard, despite its side-yard function. This variance is technical in nature.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on December 23, 2020. The notice that was mailed to property owners is attached to this report. Public notice was also advertised on the City website and in the Sault Star on January 5, 2021.

Public Comments

At the time of writing this report, one letter of objection was received from a property owner regarding the personal storage proposal. Concerns included noise, traffic, removal of green space, and property value impacts.

As noted in the report, Traffic Engineering staff identified no traffic impacts with this proposal. Noise impacts are not anticipated due to the fact that personal storage facilities have no peak use periods, and are not associated with evening use. The green space to be converted to personal storage is all on private property. The development review process ensures that land use impacts, such as noise, lighting and traffic circulation, are managed in a manner to prevent conflict with abutting properties. Property values are not considered a valid land use impact and are therefore beyond the scope of this report.

Due to COVID restrictions, in-person neighbourhood meetings are not being held.

Application Circulation

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

> Engineering: a 5 meter road widening allowance along Second Line West is required. A one foot reserve exists along Connaught Avenue. Proof of satisfactory arrangements is required before the City will assume this reserve. These matters will not impact the proposed development. Additional requirements, which will be incorporated into the site plan agreement, can be found in the correspondence that is attached to this report.
>
> Traffic Engineering: no traffic impacts from the proposed townhouses or personal storage facilities were identified.
>
> Building Division: hydrant location must be in conformity with the Ontario Building Code. The personal storage area must be able to accommodate an unobstructed path of 45 metres between a pumper vehicle, hydrant and every building opening. This matter will be addressed in the site plan control stage.

Public Works: driveway entrances must conform to the Streets By-Law.

PUC: the applicant should review the electrical and water servicing requirements with PUC engineering staff early in the development phase.

Conservation Authority: 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.

Bell Canada: any easement/s that are necessary to service the property must be conveyed to Bell Canada at cost to the applicant. These matters can be addressed at the site plan control stage.

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, 2779594 Ontario Inc. (c/o David Toppan and Benjamin Cicchelli) has submitted an Official Plan and Rezoning application to permit the construction of personal storage units and 11 multiple attached dwellings on the subject property.

Personal storage facilities are associated with sporadic use and can be expected to generate minimal amounts of traffic and noise. The proposal is designed to mitigate against the common impacts associated with storage facilities, such as, light trespass and aesthetics. The visual buffer consisting of trees, landscape strips and solid fencing along the perimeter will be used to screen the personal storage buildings from neighbouring properties.

Townhouses are permitted as of right, but a rear yard setback reduction from 10 metres to 7.5 metres is required for the westerly townhouse.

Site plan control can address technical requirements that have been identified by staff.

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

Resolved that the Report of the Planner dated 01 25 2021 concerning Official Plan and Zoning Application A-1-21-Z.OP be received and that Council approve

Official Plan Amendment #230 to permit personal storage uses on the subject property; and

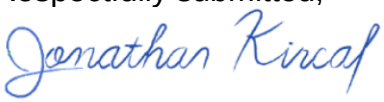
Be it further resolved that council rezone 561 and 571 Second Line West from Low Density Residential zone (R3) to Low Density Residential zone (R3.S) with a Special Exception to permit, in addition to those uses permitted in an R3 zone, the following special provisions:

1. Permit personal storage on the northern 95 metres of 571 Second Line West and the entirety of 561 Second Line West.
2. Permit a 1.8m high fence in the front yard of 571 Second Line West.
3. Reduce the rear yard setback from the southerly lot line from 10m to 7.5m for the townhouse only.

And that the subject property be deemed subject to site plan control as per Section 41 of the Planning Act.

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

Respectfully submitted,



Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca

LEGEND

NEW BUILDING	
SUBJECT PROPERTY LINE	
PROPERTY SETBACK	
ADJACENT PROPERTY	
DIRECTION OF FLOW IN AREA	
LANDSCAPE AREA	
PAVED AREA	
6' FENCE PRIVACY FENCE (U.N.O.)	
EDGE OF PAVED AREA	
EDGE OF ROADWAY	
CENTERLINE OF ROADWAY	
EXISTING FIRE HYDRANT	HYD
NEW RED MAPLE	
EXISTING EVERGREEN	

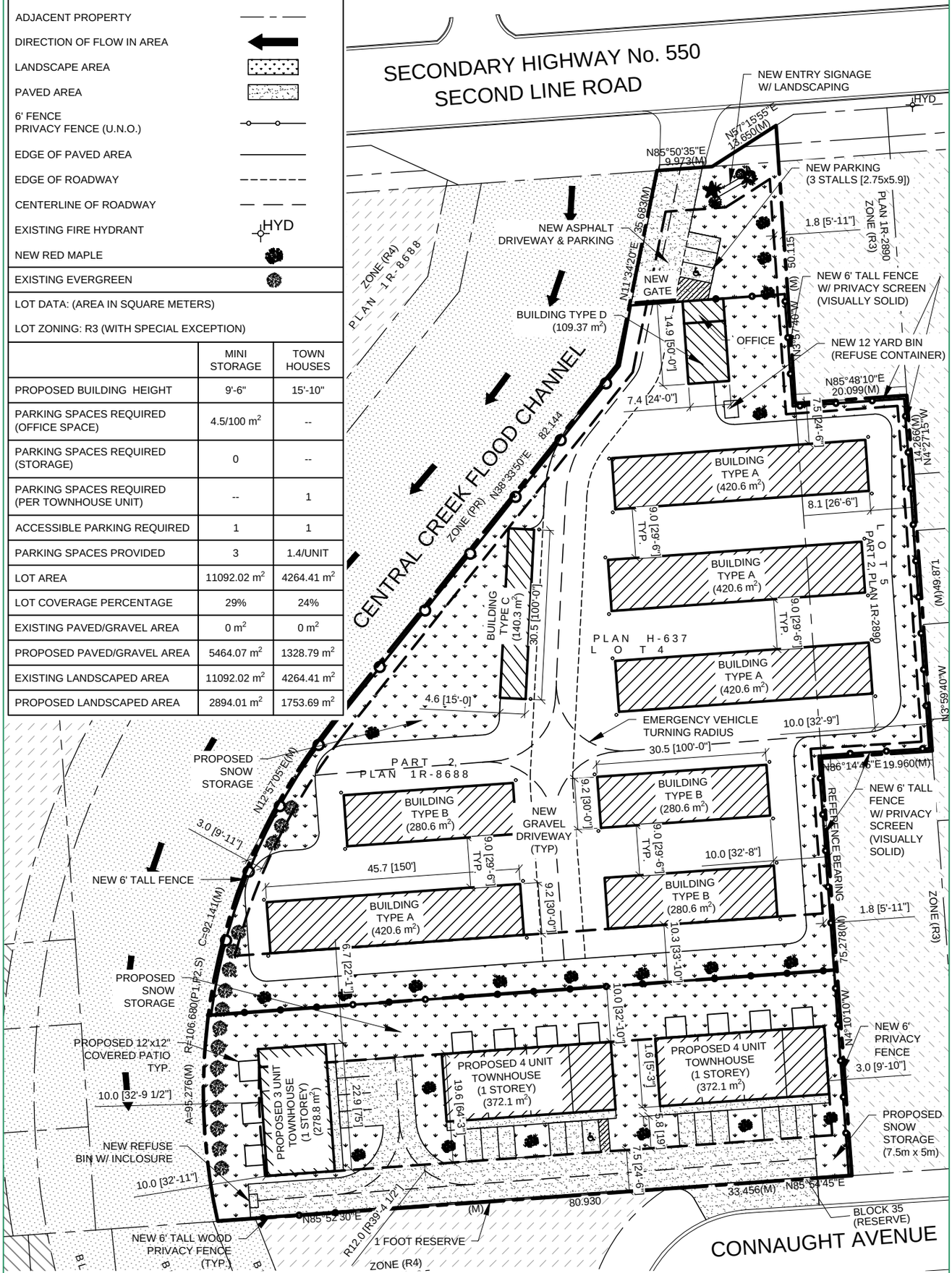
LOT DATA: (AREA IN SQUARE METERS)

LOT ZONING: R3 (WITH SPECIAL EXCEPTION)

	MINI STORAGE	TOWN HOUSES
PROPOSED BUILDING HEIGHT	9'-6"	15'-10"
PARKING SPACES REQUIRED (OFFICE SPACE)	4.5/100 m^2	--
PARKING SPACES REQUIRED (STORAGE)	0	--
PARKING SPACES REQUIRED (PER TOWNHOUSE UNIT)	--	1
ACCESSIBLE PARKING REQUIRED	1	1
PARKING SPACES PROVIDED	3	1.4/UNIT
LOT AREA	11092.02 m^2	4264.41 m^2
LOT COVERAGE PERCENTAGE	29%	24%
EXISTING PAVED/GRAVEL AREA	0 m^2	0 m^2
PROPOSED PAVED/GRAVEL AREA	5464.07 m^2	1328.79 m^2
EXISTING LANDSCAPED AREA	11092.02 m^2	4264.41 m^2
PROPOSED LANDSCAPED AREA	2894.01 m^2	1753.69 m^2

ZONE (R3)
ZONE (R4)
ZONE (PR)

NORTH



571 SECOND LINE WEST

ZONE : R3 (WITH SPECIAL EXCEPTION)

THIS IS NOT A LEGAL SURVEY. THIS SITE PLAN WAS DEVELOPED IN PART WITH THE GIS FABRIC MAP OF SAULT STE. MARIE.

PROJECT:
MINI STORAGE BUILDINGS
2779594 ONTARIO INC

DRAWING:
SITE PLAN

ADD: 571 SECOND LINE WEST, SAULT STE. MARIE, ON.

DWN:	J.M. FRENCH	SCL:	1:900
CHK:	P.G. DECLERCK	DATE:	NOV. 18, 2020
SIZE:	8.5x14	BCIN:	FIRM# 102327

DWG. No. SP-1 1 OF 1

PROJECT. No. NQ-20153

norquayeng.ca
NORQUAY ENGINEERING

NO.	ISSUANCE	DATE:	BY:
1	FOR RE-ZONING	2020-11-25	PGD
2	FOR RE-ZONING	2020-12-10	PGD

AMENDMENT NO. 230
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 Residential Policies of the Plan.

LOCATION

PLAN H637 LOT 5PT RCP RP 1R2890 PART 2 and PLAN H637 PT LOT 4 RP 1R8688 PART 2; located on Second Line West, approximately 245 metres east of Goulais Avenue, civic no. 561 and 571 Second Line West.

BASIS

This Amendment is necessary in view of a request to permit personal storage.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

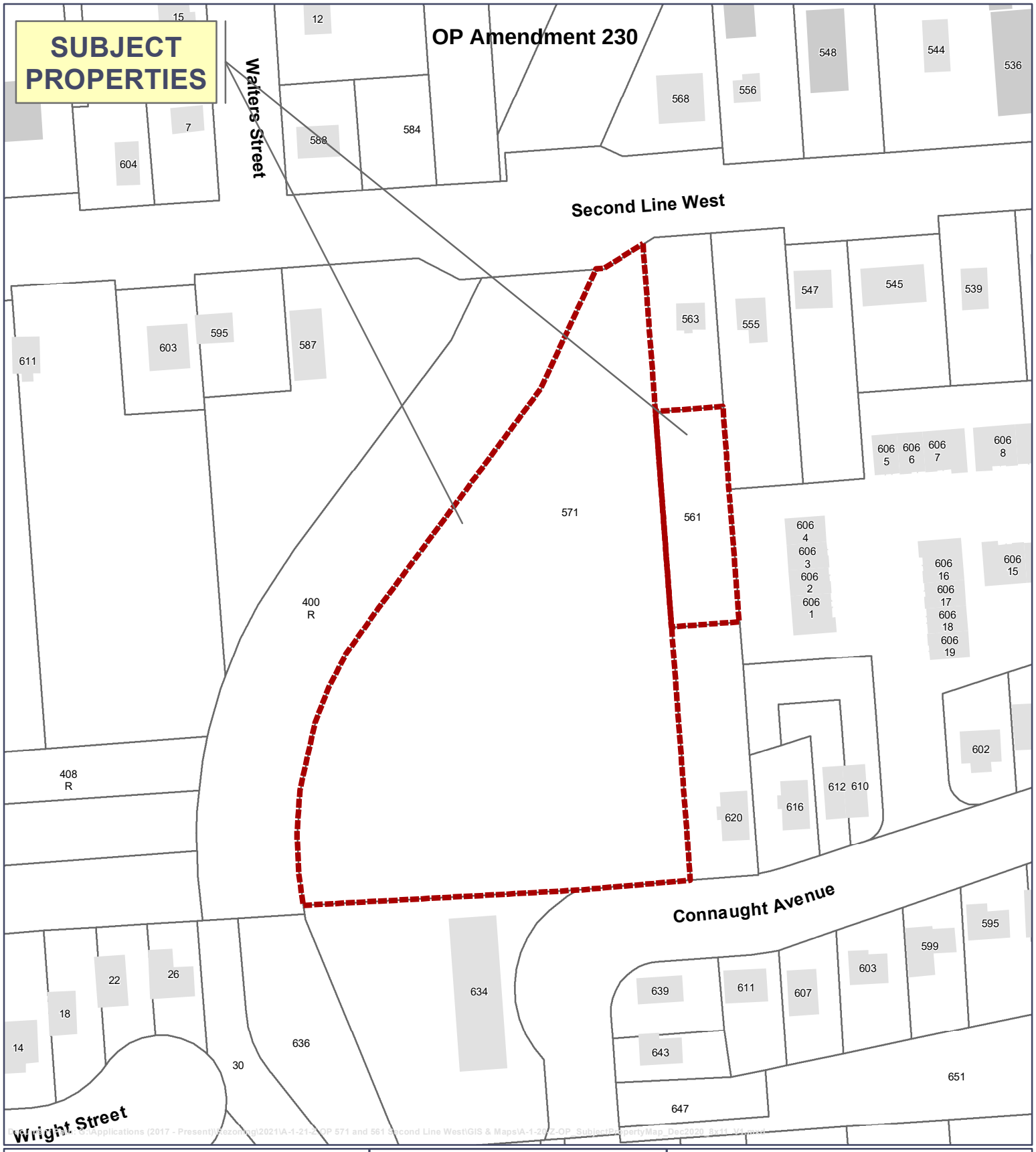
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"Special Exceptions"

153. Notwithstanding Residential policies of the Official Plan, the property described as PLAN H637 LOT 5PT RCP RP 1R2890 PART 2 and PLAN H637 PT LOT 4 RP 1R8688 PART 2; located on Second Line West, approximately 245 metres east of Goulais Avenue, civic no. 561 and 571 Second Line West, may be occupied by personal storage as an additional permitted use

INTERPRETATION

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



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 561 & 571 Second Line West
Roll No.: 060010010010000 & 060010009010000
Map No.: 54/1-70
Application No.: A-1-21-Z-OP
Date Created: December 16, 2020

Legend

Subject Properties: 561 & 571 Second Line W
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: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,500

N

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 01 06

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-1-21-Z.OP
561 and 571 Second Line West
2779594 Ontario Ltd. (Toppan/Cicchelli)

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

- Stormwater management may be required.
- A 5m road widening is required along Second Line if not already taken.
- There are no existing laterals to Second Line West.
- There is an existing storm and sanitary lateral to Connaught Avenue. Assumed size is 100mm diameter. Developer's Engineering should confirm that sanitary capacity is available for this development.
- There is a one foot reserve along Connaught Avenue. Proof of satisfactory arrangements with the Developer of Connaught Avenue must be provided before the City will assume the one foot reserve.
- Driveway entrances should conform to Streets By-law.
- 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 recommended that the property be subject to Site Plan Control 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.

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

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

Traffic engineering comments:

561 – 571 Second Line
For the northerly portion, a small office building and personal storage buildings are anticipated to generate a small amount of new traffic onto Second Line. The engineering division has no concerns from a traffic perspective.

For the southerly portion, there are 11 new townhouse units proposed all with access onto Connaught. Using trip generation rates from similar studies, we can assume approximately 5 vehicle trips per day per unit for a total of 55vpd generated from the townhouses. The maximum traffic capacity on a road like Connaught is approximately 7000-8000vpd. While we have not obtained recent traffic counts, current volumes are well below the capacity. The engineering division is satisfied that the traffic impact from these new units will be minimal.

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

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

Stephanie Perri

From: Francois Couture
Sent: Monday, January 4, 2021 1:39 PM
To: Stephanie Perri
Cc: Paul Milosevich
Subject: Request for Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Stephanie, Please find my comments below;

561/571 Second Line West

1. (Storage Containers) Hydrants shall be located in the access routes required in sentence 3.10.4.5.(2) OBC. so that the locations conform to Sentence 3.10.4.(3)(b). OBC. For a building that is not sprinklered, a fire departments pumper vehicle can be located in the access route so that the unobstructed path of travel for the firefighter is not more than, 45m from the hydrant to the vehicle, and 45m from the vehicle to every opening in the building.

John Street

1. No comments or objection to the application.

Sincerely,

Francois.

From: Stephanie Perri
Sent: Tuesday, December 22, 2020 10:51 AM
To: Francois Couture <f.couture@cityssm.on.ca>
Subject: FW: Request for Comment - 3 Applications

From: Stephanie Perri
Sent: Monday, December 21, 2020 12:11 PM
To: Karen Fields <k.fields@cityssm.on.ca>; Maggie McAuley <m.mcauley@cityssm.on.ca>; Dan Perri <d.perri@cityssm.on.ca>; Freddie Pozzebon <f.pozzebon@cityssm.on.ca>; Francois Couture <f.couture@cityssm.on.ca>; Tom Vair <t.vair@cityssm.on.ca>; Rob Harten <rob.harten@ssmpuc.com>; John Febbraro <j.febbraro@cityssm.on.ca>; Paul Milosevich <p.milosevich@cityssm.on.ca>; SSMRCA <nature@ssmrca.ca>; Virginia McLeod <v.mcleod@cityssm.on.ca>; Nancie Scott <n.scott@cityssm.on.ca>; Diane Morrell <diane.morrell@sciontario.org>
Cc: Benita Brogno <b.brogno@cityssm.on.ca>; 'eng dept' <eng-dept@ssmpuc.com>; Kathy Swinn <k.swinn@cityssm.on.ca>; Lisa McMillan <l.mcmillan@cityssm.on.ca>; Orsalina Naccarato <o.naccarato@cityssm.on.ca>
Subject: Request for Comment - 3 Applications

Good morning,
The following applications are attached for your review/comment:

- A-1-21-Z.OP 561 and 571 Second Line West;

Larry Girardi
Deputy CAO

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

Public Works & Engineering Services

Daniel Perri, P. Eng.
Area Coordinator, Wastewater

December 29, 2020

Our File: C.2.7

Don McConnell, RPP
Director of Planning & Enterprise Services

Subject: **Application No. A-1-21-Z-OP**
Request for an amendment to the Zoning By-law

Applicant: **2779594 Ontario Inc. (David Toppan, Benjamin Chicchelli)**

Subject Property: **561 and 571 Second Line West**

Please accept this correspondence in response to your request dated December 21, 2020.

Staff from Public Works has reviewed the application noted above and provides the following:

- Driveway entrances must conform with the Streets By-Law.

If you have any further questions, please contact me at 574-1086.

Yours very truly,

D. Perri

Daniel Perri, P. Eng.
Area Coordinator, Wastewater
d.perri@cityssm.on.ca

C: Susan Hamilton Beach, P.Eng.
Maggie McAuley, P. Eng.
Freddie Pozzebon, CBO

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

ECRA/ESA Lic. # 7001626

December 30, 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

Dear Don:

Re: 561-571 Second Line W – Application No. # A-1-21-Z

We have no objects 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.

Rob Harten, P. Eng.
Manager of Engineering

RH*kr

Stephanie Perri

From:	Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent:	Tuesday, December 22, 2020 10:49 AM
To:	Stephanie Perri
Cc:	Christine Ropeter; Corrina Barrett; Anjum Amin
Subject:	SSMRCA Response - A-1-21-Z.OP
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 22, 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-1-21-Z.OP
David Toppan & Benjamin Cicchelli 2779594 Ontario Inc.
571 Second Line West and 561 Second Line West
Sault Ste. Marie

The subject property, 571 Second Line West 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.

The subject property 561 Second Line West is not located in an area under the above noted jurisdiction.

Any development on 571/561 Second Line West 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

Bell

January 4th, 2021

City of Sault Ste. Marie
Planning and Enterprise Services

Attn: Stephanie Perri

Re: A-1-21-Z.OP

Dear Stephanie,

We have reviewed the above mentioned circulation for 561 and 571 Second Line West. The following paragraph is to be included as a condition of approval:

"The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities and/or easement at their own cost."

The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.

It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that no such network infrastructure exists, in accordance with the *Bell Canada Act*, the Owner may be required to pay for the extension of such network infrastructure.

If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.

Should you have any questions, please contact the undersigned.

Ryan Courville
Access Network Provisioning Manager
Planning and Development
Phone: 416-570-6726
Email: planninganddevelopment@bell.ca

January 08/21

Dear Sir:

I am submitting this as a written objection to the application for 561 and 571, Second Line West; Application # A-1-21 ZOP

There are several reasons for my opposition to this development and they are as follows.

① Adding another egress onto the already overly busy 2nd line will increase the already accident prone stretch of this main east, west artery. Since I moved here there has been an extreme number of accidents, one of which included my mother-in-law being rear-ended and driven right onto my front lawn. There are times when an accident occurs almost every single day.

② This area has a severe shortage of green space. The only forested area in this vicinity is on this property and is home to a variety of wildlife. Removing this will

denude the area of where the squirrels and several varieties of birds make their homes.

③ The addition of the storage units on this street will increase the amount of industrial and commercial properties in the area, probably leading to a decrease in property values.

④ The addition of these units will also increase the volume of noise as there will be traffic in and out at all hours of the day and night, with moving trucks and the sound of overhead doors being opened and slammed shut.

Thank You

Kyle Digby
547, 2nd Line West
Sault Ste. Marie Ont P6C-2K3



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 561 & 571 Second Line West
Roll No.: 060010010010000 & 060010009010000
Map No.: 54/1-70
Application No.: A-1-21-Z-OP
Date Created: December 16, 2020

Legend

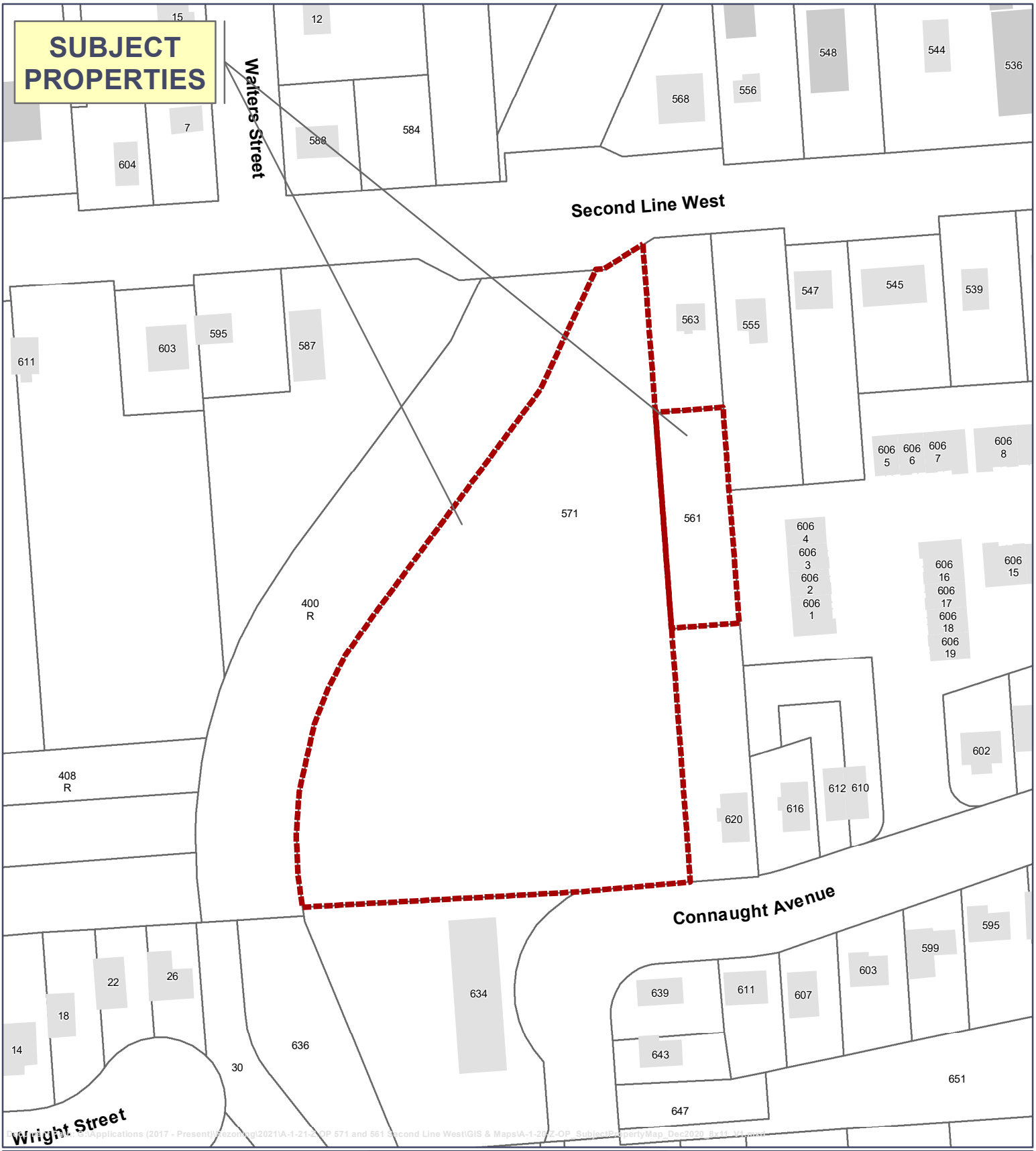
Subject Properties: 561 & 571 Second Line W
Parcel Fabric

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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Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

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Roll No.: 060010010010000 & 060010009010000
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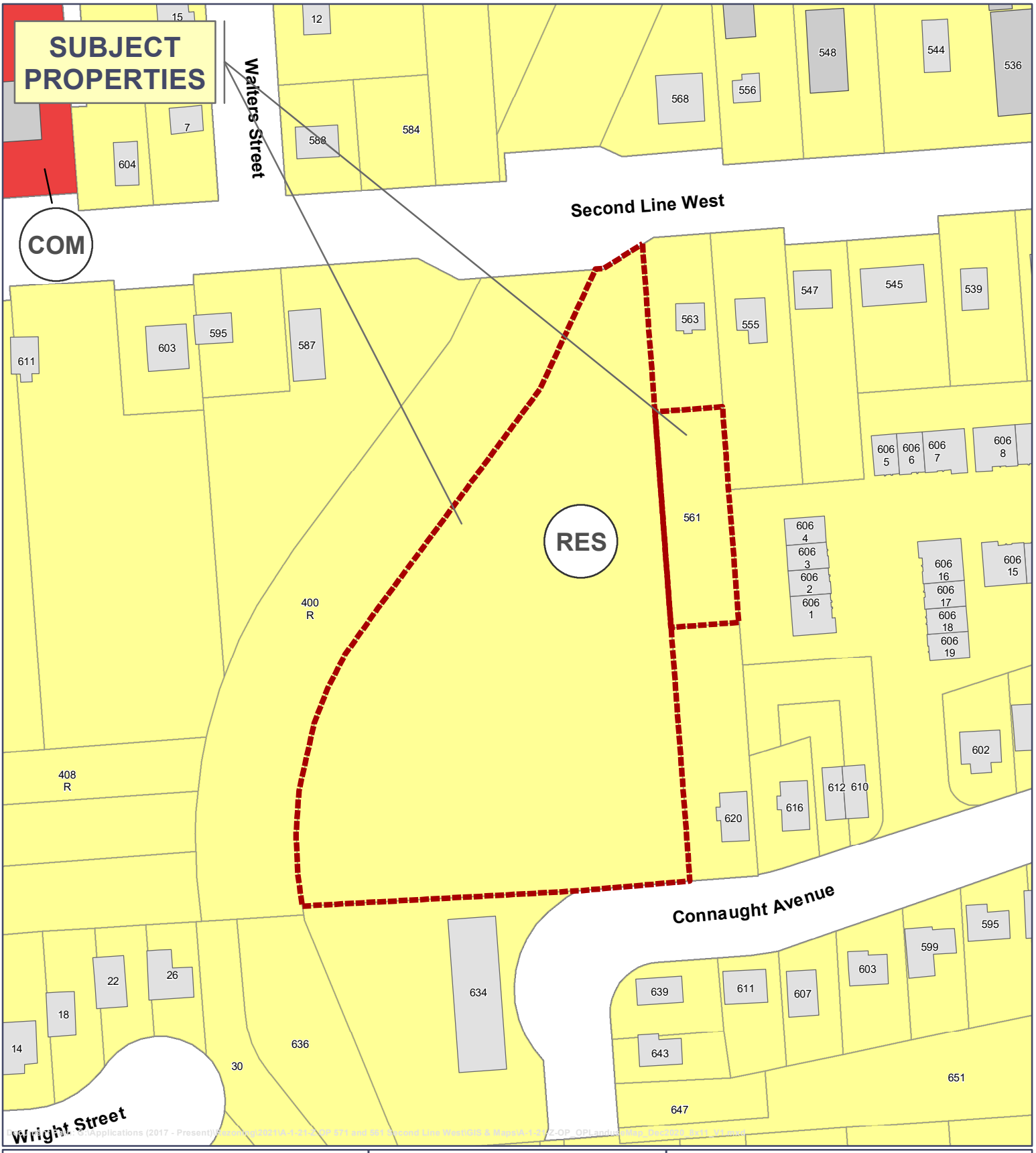
Subject Properties: 561 & 571 Second Line W
Parcel Fabric

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Application Map Series

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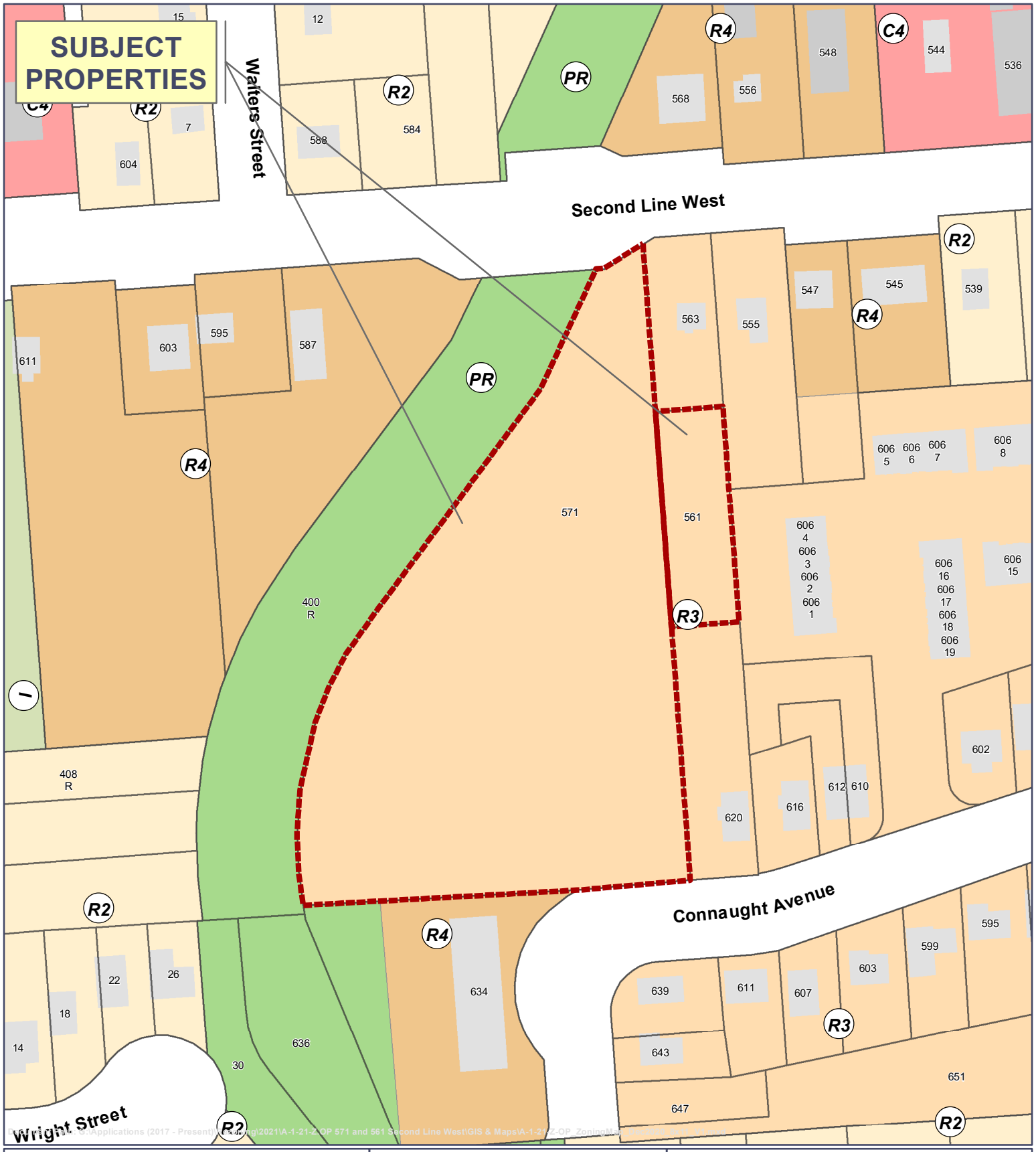
- Subject Properties: 561 & 571 Second Line W
- Residential
- Commercial
- Institutional
- Parks Recreation
- Industrial
- Rural Area
- Airport Lands
- Parcel Fabric

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Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☑ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Property Information

Civic Address: 561 & 571 Second Line West
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Map No.: 54/1-70
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Legend

- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric
- Subject Parcel

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1:1,500

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

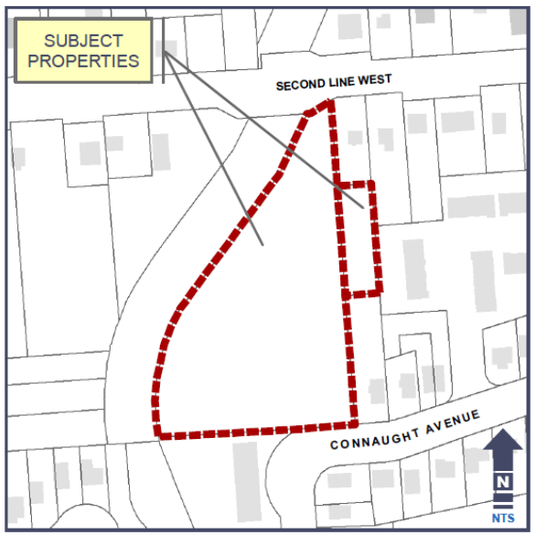
561 and 571 Second Line West
Application No.: A-1-21-Z.OP
Applicant: 2779594 Ontario Inc. (c/o David Toppan & Benjamin Cicchelli)

Date: January 25, 2021
Time: 5:30 PM

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

PURPOSE

2779594 Ontario Inc. (c/o David Toppan and Benjamin Cicchelli) have submitted an official plan and rezoning amendment application to permit personal storage units and 11 multiple attached dwelling units on the subject property.



PROPOSED CHANGE

Amend the Official Plan by adding a notwithstanding clause to the Residential land use policies to permit personal storage on the subject property.

Amend the Zoning By-law 2005-150 from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit, in addition to the uses permitted in an R3 zone, personal storage with the following provisions:

1. Permit a 1.8 metre high fence in the front yard.
2. Reduce the rear yard setback (Connaught Avenue setback) from 10 to 7.5 metres for the westernmost townhouse 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 25, 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 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 22, 2021 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.6227 or 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 with your name, address and application file number on or before **Monday, January 25, 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.

Corbin & Natasha Jeffery
602 Connaught Ave
Sault Ste Marie, ON, P6C 2E2
[redacted]

January 16th, 2021

Jonathan Kircal
99 Foster Drive
Sault Ste Marie, ON, P6A 5X6

Dear Mr.Kircal and Council Members,

I am writing with concerns regarding application no. A-1-21-Z.OP for the proposed rezoning amendment to 561 and 571 Second Line West. The proposed includes a change from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit personal storage units.

There are a few concerns that are apparent when considering the proposed application. Please see below for a list and brief explanations:

- Removal of natural vegetation on current property
    - Trees serve as a natural sound barrier between Second Line and Connaught Ave
    - Increased road noise from Second Line
    - Potential ecological impact of removing wetland area
    - De-beautification by removing natural vegetation
- Increased number of dwelling units
    - Increased number of cars regularly traveling on Connaught Ave
    - Increased dangers for foot traffic and area children due to increased traffic
- Proximity to storage units
    - Security risk due to proximity of numerous potentially high value storage units

The proposed application exposes our neighbourhood to increased road noise, local automobile traffic, and personal property security risks. It is for these reasons that application no. A-1-21-Z.OP and its amendment should not be considered. Thank you for taking the time to hear the concerns of a local resident and growing family.

Sincerely,



Corbin and Natasha Jeffery

The Corporation of the
City of Sault Ste. Marie

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

January 25, 2021

TO:	Mayor Christian Provenzano and Members of City Council
AUTHOR:	Jonathan Kircal, Planner
DEPARTMENT:	Community Development and Enterprise Services
RE:	A-2-21-Z 134, 136, 138 John Street (Jason Naccarato)

PURPOSE

The applicant, Jason Naccarato, on behalf of the Metis Nation of Ontario, is seeking Council's approval to rezone the subject properties to permit office space at 134 John Street (former rectory), an assembly hall at 136 John Street (former church hall), and a cultural centre at 138 John Street (former church).

PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject properties from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit arts, cultural and heritage uses, assembly facilities and office uses upon the subject properties, subject to the following special provisions:

1. Reduce the required setbacks to recognize existing development on the property. More specifically, that the required setbacks from John Street be reduced to 0.5m for both the former hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building.
2. Reduce the required parking for the entire development from 30 spaces to 10 spaces.

Subject Property:

- Location: Located on the east side of John Street and bounded by Albert Street West to the north, and Central Park Avenue to the south.
- Approximate combined size: 65m (213') frontage along John Street, and 34m (112') frontage along Albert Street West and Central Park Avenue, and a depth of 33m (108'), totalling 2,177 m^2. (0.54 ac).
- Present use: Vacant. Former St. John's Church, rectory and hall.
- Owner: Metis Nation of Ontario Secretariat (c/o Shari Smale).

BACKGROUND

No previous planning applications exist for this property.

ANALYSIS

Conformity with Official Plan

The Official Plan designates the subject property as Residential. Residential policies permit places of worship, and social and recreational centres.

Implementation policies promote adaptive reuse of buildings that are no greater than 1,000 m^2 without an Official Plan amendment. The combined size of the existing three buildings is 659 m^2.

This application is proposing to utilize the existing buildings for uses that are permitted in the Official Plan. No land use impacts are anticipated.

Therefore, this proposal satisfies the intent and purpose of the Official Plan.

Archeological Potential

Schedule E (Archeological Resources) of the official plan identifies archeological potential on the site. The likelihood of any archeological resources on the property is minimal since the property is already developed. Significant excavation as a result of the aqueduct under the parking area has also occurred. As per Archeological Resources Policy 2, an archeological assessment is not required where past soil disturbance has occurred.

Gateway Flood Area

The subject property is identified as being in a flood prone area. The Official Plan states that improvements which resolve the flooding problem are identified by the municipality, with the technical advice of the Conservation Authority and Ministry of Natural Resources and are required as a condition of redevelopment. Further, no openings to buildings below 178.6m Canadian Geodetic Datum are permitted.

Consultation with Engineering staff has determined that the likelihood of flooding has been significantly decreased as a result of the installation of a second underground culvert to provide relief to the Fort Creek aqueduct.

Conformity with Provincial Policy Statement 2020

A development proposal for an existing 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

Approval of this application does not conflict with the plan.

COMMENTS

The subject properties are contiguous and are to be used as a new Metis Cultural Centre. The surrounding area can be described as a mix of residential, recreational and cultural uses. The areas to the property's north and east are residential. Further east, approximately 300m, are commercial uses along Gore Street.

A number of community facilities exist to the property's south and west, including a public swimming pool, ice rink, pump track, playground, community garden, and the Kina Awiiya school (former Etienne Brule Public School. The Hub Trail and new transit station location will provide significant access to this location.

This development application proposes that the former church, assembly hall and rectory be reused to accommodate a museum style cultural exhibit, host cultural and community events, and to house 150 m^2. (1,600 ft^2.) of office space to support the administration of cultural and community programs and services. All proposed uses will utilize the existing buildings on the property. No major exterior alterations are contemplated.

This is a beneficial addition to the area's cultural and recreational character and will also reactivate the subject property's former community-based use. The proposal complements other investments in this part of the city, such as the James Street, Gore Street, and Canal District revitalization plans, as well as the Machine Shop ACR tour train developments.

The application requests a parking reduction from 30 to 10 spaces, however, as per Zoning By-Law 2005-150, when a new use commences in an existing building located in the downtown, no additional parking is required beyond that already supplied, provided that the building's gross floor area is not increased. Therefore, upon further review, no new parking or parking relief is required. Additionally, the applicant has made arrangements with the school to utilize their parking spaces during certain times. Planning staff have recommended to the applicant to consider adding some barrier-free parking spaces.

Reducing the zoning by-law's setback regulations is required to recognize the building's location on the lot.

CONSULTATION

Public notices were mailed to all neighbouring properties within 120m (400') of the subject property on December 23, 2020. The notice that was mailed to property owners is attached to this report. Public notice was also advertised on the City website and in the Sault Star on January 5, 2021.

Public Comments

One comment was received at the time of writing this report. A neighbour would like the applicant to install a guardrail, bollard or similar barrier to protect the fence that immediately abuts the parking area. This matter is being reviewed as the parking layout, as shown, will not function well.

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, and Public Works.

Engineering has requested an easement on the eastern part of the property, which is where the parking area is, to provide the City access to the Fort Creek aqueduct. Planning staff has communicated this to the applicant. In absence of an easement, the Municipal Act grants municipalities access onto the property for public utility purposes.

The proposed development is projected to generate similar traffic volumes to the former church. No traffic concerns were raised by Engineering Traffic services.

The PUC has no objections, but would like to advise the applicant to contact the PUC Engineering Department to review electrical and water servicing requirements early in the development stage.

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 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
This development application proposes to reuse the existing vacant buildings to accommodate a museum style cultural exhibit, to host cultural and community

events, and to house 150 m^2. (1,600 ft^2.) of office space to support the administration of cultural and community programs and services. No major exterior alterations are contemplated.

This is a beneficial addition to the area's cultural and recreational character and will also reactivate the subject property's former community-based use. No land use impacts are anticipated from the approval of this application.

Building setback reductions are technical in nature and are required to recognize the existing buildings. No additional parking beyond what already exist is required since the proposal is utilizing an existing building in the downtown and is not expanding the floor area.

RECOMMENDATION

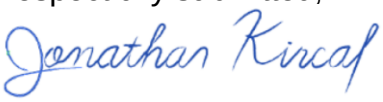
It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 01 25 2021 concerning Rezoning Application A-2-21-Z be received and that Council rezone 134, 136 and 138 John Street from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a Special Exception to permit, in addition to the uses permitted in an R3 zone, office space, an assembly facility, and an arts culture and heritage use establishment on the subject property subject to the following special provisions:

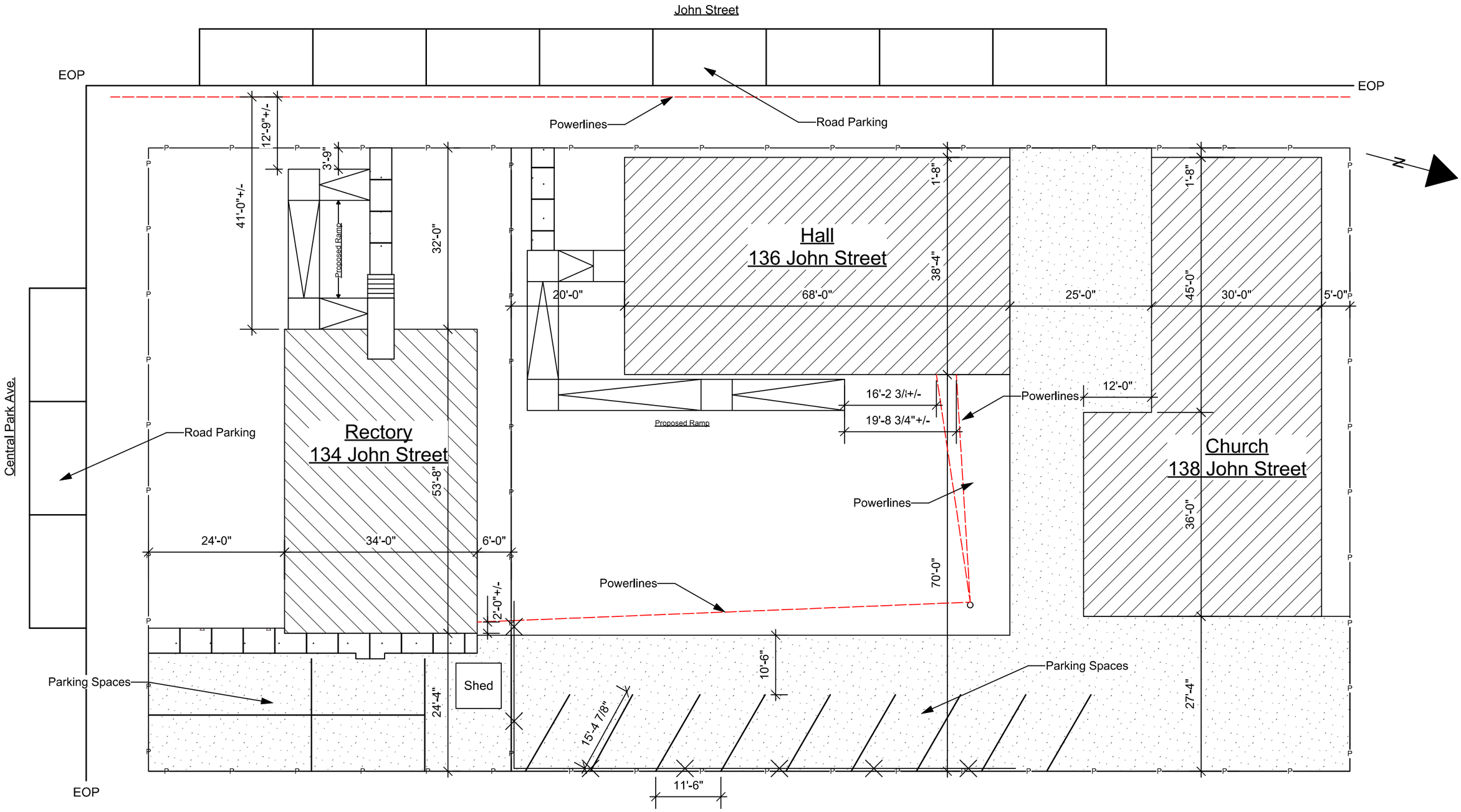
1. That the required setbacks from John Street be reduced to 0.5m for both the former assembly hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building.

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

Respectfully submitted,



Jonathan Kircal
Planner
705.759.6227
j.kircal@cityssm.on.ca


John Street
EOP
EOP
Powerlines
Road Parking
12'-9"+/-
3'-9"
41'-0"+/-
Proposed Ramp
32'-0"
Hall
136 John Street
1'-8"
38'-4"
20'-0"
68'-0"
25'-0"
1'-8"
45'-0"
30'-0"
5'-0"
Central Park Ave.
Road Parking
Rectory
134 John Street
53'-8"
Proposed Ramp
16'-2 3/8+/-
19'-8 3/4"+/-
Powerlines
12'-0"
Church
138 John Street
36'-0"
Powerlines
70'-0"
24'-0"
34'-0"
6'-0"
2'-0"+/-
Powerlines
Parking Spaces
Shed
24'-4"
10'-6"
15'-4 7/8"
11'-6"
Parking Spaces
27'-4"
EOP

The Corporation of the City of Sault Ste. Marie

Public Works & Engineering Services

2021 01 06

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-2-21-Z
134, 136, 138 John Street
Northstar Consulting

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

- Fort Creek aqueduct is located on the east side of the property. A review of our files does not indicate that there is an easement for the structure. An easement should be provided in favour of the City for access and maintenance of the structure.
- Our files indicate that there is an existing sanitary lateral for 134 and 136 John Street, but no sanitary lateral to 138 John Street.

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

Maggie McAuley, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
m.mcauley@cityssm.on.ca

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

Traffic engineering comments:

136 – 138 John Street
Proposed use will generate similar traffic volumes/patterns to the previous use by the Anglican Church. The engineering division has no concerns from a traffic perspective.

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

CITY OF SAULT STE. MARIE
99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
saultstemarie.ca

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

ECRA/ESA Lic. # 7001626

December 30, 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

Dear Don:

Re: 134, 136 & 138 John St – Application No. # A-2-21-Z

We have no objects 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.

Rob Harten, P. Eng.
Manager of Engineering

RH*kr

Stephanie Perri

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Tuesday, December 22, 2020 10:40 AM
To: Stephanie Perri
Subject: SSMRCA Response - A-2-21-Z

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 22, 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-2-21-Z
Jason Naccarato (Northstar Consulting)
134, 136, 138 John Street
Sault Ste. Marie

The subject properties (134, 136, 138 John Street) 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 site plan review and may require 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
www.ssmrca.ca
Phone 705-946-8530



Application Map Series

☐ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☑ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Property Information

Civic Address: 134, 136 & 138 John Street
Roll No.: 040022040000000 & 040022039000000
Map No.: 16/1-27
Application No.: A-2-21-Z
Date Created: December 16, 2020

Legend

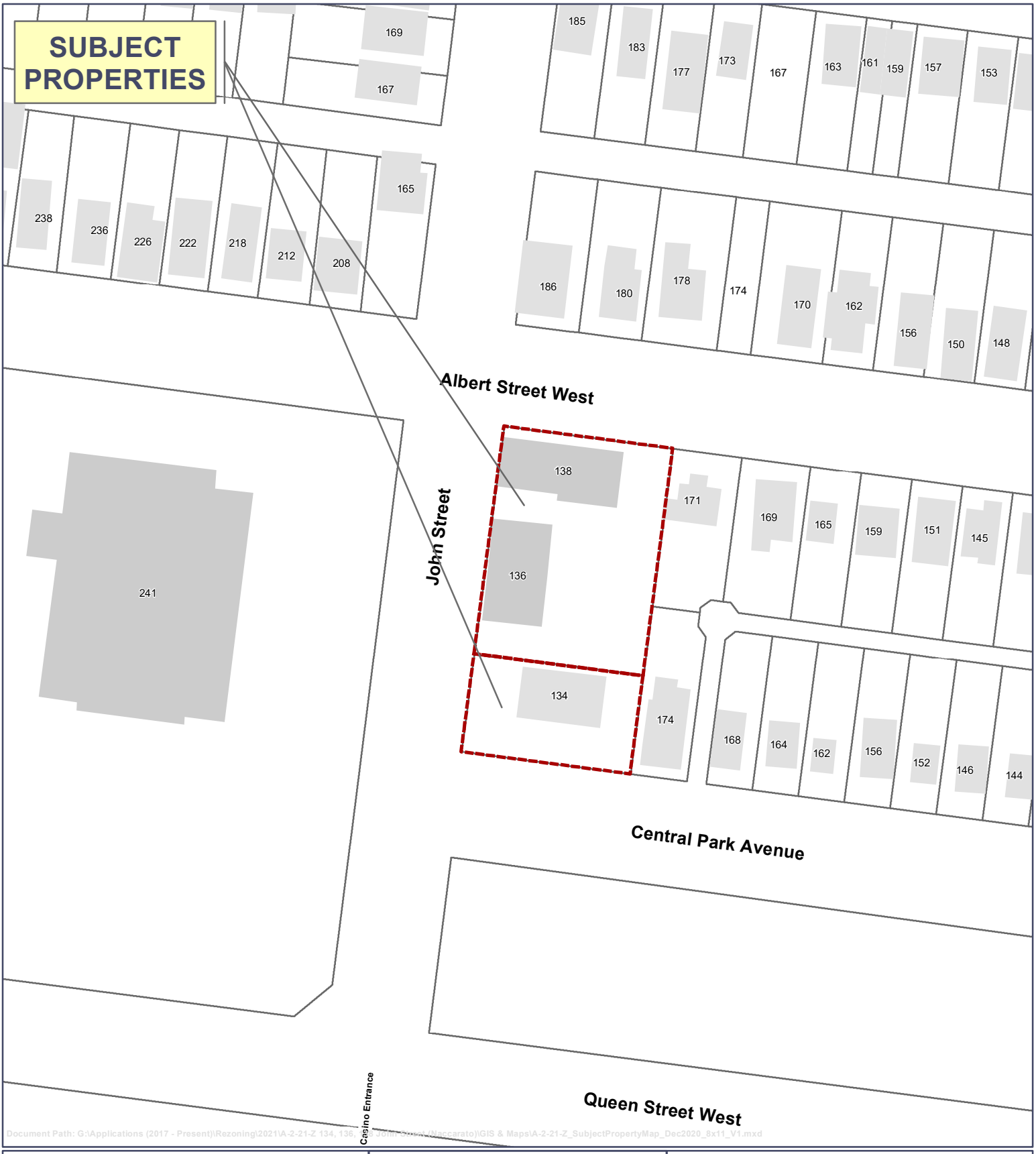
Subject Properties: 134, 136 & 138 John Street
Parcel Fabric

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Document Path: G:\Applications (2017 - Present)\Rezoning\2021\A-2-21-Z 134, 136 & 138 John Street (Naccarato)\GIS & Maps\A-2-21-Z_SubjectPropertyMap_Dec2020_8x11_V1.mxd

Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

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Subject Properties: 134, 136 & 138 John Street
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Civic Address: 134, 136 & 138 John Street
Roll No.: 040022040000000 & 040022039000000
Map No.: 16/1-27
Application No.: A-2-21-Z
Date Created: December 16, 2020

Legend

- C1 - Traditional Commercial Zone
- C2 - Central Commercial Zone
- CT2 - Commercial Transitional Zone
- C3 - Riverfront Zone; C3hp
- C4 - General Commercial Zone; C4hp
- C5 - Shopping Centre Zone
- HZ - Highway Zone
- M1 - Light Industrial Zone
- M2 - Medium Industrial Zone; M2hp
- M3 - Heavy Industrial Zone
- R1 - Estate Residential Zone
- R2 - Single Detached Residential Zone; R2hp
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- R5 - High Density Residential Zone
- R6 - Mobile Home Residential Zone
- I - Institutional Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- REX - Rural Aggregate Extraction Zone
- AIR - Airport Zone
- Named Use - Commercial Dock
- Parcel Fabric
- Subject Parcel

SAULT STE.MARIE
Planning and Enterprise Services
Community Development and Enterprise Services Department
99 Foster Drive, Sault Ste Marie, ON P6A 5X6
saultstemarie.ca | 705-759-5368 | planning@cityssm.on.ca

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

0 5 10 20 Meters
1:1,000

N

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

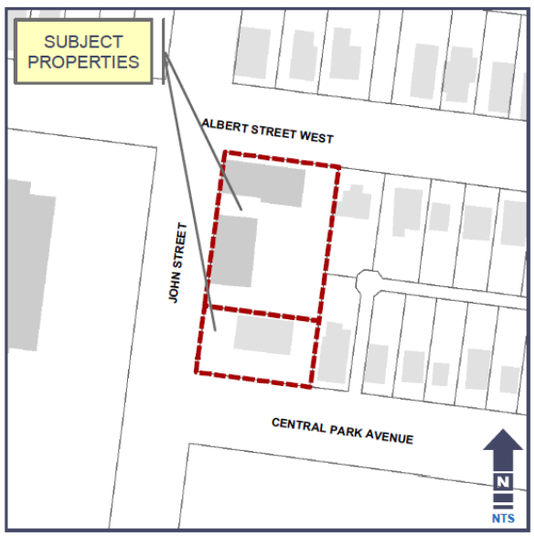
134, 136, 138 John Street
Application No.: A-2-21-Z
Applicant: Metis Nation of Ontario c/o Jason Naccarato

Date: January 25, 2021
Time: 5:30 PM

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

PURPOSE

The applicant, Jason Naccarato, on behalf of the Metis Nation of Ontario, is seeking Council's approval to rezone the subject properties to permit a cultural centre at 138 John Street (former Church), assembly hall at 136 John Street (former church hall) and office space at 134 John Street (former rectory)



PROPOSED CHANGE

The applicant is seeking Council's approval to rezone the subject properties from Low Density Residential Zone (R3) to Low Density Residential Zone (R3.S) with a special exception to permit Arts Cultural and Heritage Uses, Assembly Facilities and Office Uses upon the subject properties, subject to the following special provisions:

1. That required setbacks be reduced to recognize existing development on the property. More specifically, that the required setbacks from John Street be reduced to 0.5m for both the former hall and church buildings and that the required setback from Albert Street West be reduced to 1.5m for the former church building.
2. That required parking for the entire development be reduced from 30 spaces to 10 spaces.

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 25, 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 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 22, 2021 as part of City Council's Agenda. Please contact Jonathan Kircal at 705.759.6227 or 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 with your name, address and application file number on or before **Monday, January 25, 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.

Kim Vaudry

Subject: FW: 134 John St
Attachments: image001.jpg; image003.png; image005.png; image002.png; image004.png

From: Jason Naccarato [Jnaccarato@nacinc.ca]
Sent: January 18, 2021 2:00 PM
To: Peter Tonazzo
Subject: 134 John St

Hello Peter,
Please note that the Historic SSM Métis council is prepared to ensure that their fence is kept in good order and repaired promptly if damaged. They have confirmed that they own this fence and are prepared to cover the costs of the repair in the event that damage occurs. Can you please ensure that this is communicated in your report to council?

Thank you,

Jason Naccarato / Principal and Senior Consultant
B.Eng (Mechanical), M.B.A., P.M.P.
jnaccarato@nacinc.ca
Northstar Consulting
705.254.9216
145 McNabb St
Sault Ste. Marie, Ontario, Canada
www.northstarconsulting.ca

FOR SHAREHOLDER APPROVAL

SUBJECT:	**INCREASE IN SPENDING AUTHORITY**
PRESENTED TO:	**MAYOR CHRISTIAN PROVENZANO AND MEMBERS OF SAULT STE. MARIE CITY COUNCIL**
MEETING DATE:	**JANUARY 25, 2021**

PURPOSE

The purpose of this report is to seek Council approval to amend the Shareholder Agreement with respect to authorized spending limits for PUC Inc.

BACKGROUND

In 2009, clause (g) of Schedule "A" of the Shareholder Agreement for PUC Inc. with respect to matters requiring approval of the Shareholder was amended. Specifically, the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition greater than $3M was increased to $5M. Further, any capital expenditure, which in aggregate in any financial year of PUC Inc. and the Subsidiary Corporations on a consolidated basis greater than $5M was increased to $10M.

Over the past eleven years, the operating landscape for PUC Inc. and its affiliates has changed and the threshold limits have not been revisited, even for inflationary impacts. The capital expenditures for PUC Inc. and affiliates, PUC Distribution Inc. ("PUCD") and PUC Services Inc. ("PUCS"), have increased significantly over the past few years and projections indicate they will continue to do so over the long-term planning horizon. For PUCD, capital expenditures are made primarily to replace aging infrastructure and for PUCS, capital expenditures are made primarily as investments in information technology, information security and to maintain the optimal level of fleet.

Over the past year, PUC staff ("Staff") have engaged with Infrastructure Ontario and other financial institutions to put in place financing strategies to ensure levels of cash reserves are available to fund the rising capital requirements while maintaining the optimal debt to equity ratio as prescribed by the PUCD's regulator, the Ontario Energy Board (OEB).

Staff propose this would be the appropriate time to review the thresholds currently in place per clause (g) of Schedule "A" of the Shareholder Agreement to determine if any changes should be requested.

INFORMATION

In preparing the 2021 budgets for PUCD and PUCS, long-term financial projections were updated. Future capital requirements were determined and the appropriate cash position to ensure financial sustainability in meeting those requirements was established. The 2021 capital budgets of PUCD and PUCS are $13.1M combined, substantially higher than the aggregate threshold per the Shareholder Agreement. The following table identifies the aggregate seven-year capital plan for PUCD and PUCS, totaling approximately $80M. It is important to note that these projections cover base operations and therefore do not include one-time projects requiring extensive capital and financing requirements such as the Sault Smart Grid, for which separate approvals would be forthcoming.

7 Year Capex Plan ($ 000's)

Year	PUC Distribution	PUC Services	Total
2021	$8,891	$4,244	$13,134
2022	$7,836	$2,840	$10,676
2023	$5,953	$2,438	$8,391
2024	$11,572	$2,487	$14,058
2025	$6,193	$2,536	$8,729
2026	$11,816	$2,587	$14,403
2027	$6,442	$3,089	$9,531
Total	**$58,703**	**$20,220**	**$78,923**

For PUCS, by nature of the shared service model it operates under, the majority of its capital investments are recovered and earn a return by means of chargebacks to the electric and water utilities. Therefore, profitability for this company allows for the future renewal of its capital requirements. Financing needs over the seven-year horizon for this company is not anticipated.

The focus of the remainder of this brief will be on PUCD, its long-term financial projections, and the associated impact(s) to the Shareholder. Through the normal course of business for PUCD,

investments in infrastructure renewal provides long-term value to its customers in the form of improved system reliability and ultimately to its Shareholder in the form of increased Enterprise Value ("EV"). As capital expenditures are made the rate base for the utility increases, additional revenues are generated, and the value to its Shareholder improves. With the capital spend projections as previously shown, the enterprise value for PUCD will increase, earning an average return on investment (ROI) of 8.0% annually. Although an extensive calculation, the following chart illustrates this:

7 Year PUCD Financial Long-Term Plan ($ 000's)

Year	Capital	Rate Base	EV	ROI
2020			**$65,272**	
2021	$8,891	$110,997	$68,523	8.8%
2022	$7,836	$114,384	$71,264	7.6%
2023	$5,953	$115,692	$74,822	8.5%
2024	$11,572	$122,471	$79,397	9.5%
2025	$6,193	$123,581	$82,575	7.2%
2026	$11,816	$130,159	$86,782	8.1%
2027	$6,442	$131,068	$89,805	6.4%
Total	**$58,703**		**AVE**	**8.0%**

Based on the capital requirements and financing strategies inherent in the seven-year planning process, Staff feel it is a suitable time to revisit the thresholds to consider increasing them to more appropriately reflect the needs of the business.

RECOMMENDATION

That the Shareholder approve clause (g) of Schedule "A" of the Shareholder Agreement for PUC Inc. be amended with respect to "matters requiring the approval of the Shareholder of PUC Inc." to be as follows:

> "the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of **$10,000,000** or any capital expenditures, which, in aggregate, are in excess of **$20,000,000** in any financial year of PUC Inc. or the Subsidiary Corporations on a consolidated basis."

Prepared by:	**Robert Brewer, President & CEO**
Date:	**January 4, 2021**
Submitted by:	**Jim Boniferro, Board Chair**
Date:	**January 8, 2021**

FOR SHAREHOLDER APPROVAL

SUBJECT:	**INCREASE IN DONATION SPENDING AUTHORITY**
PRESENTED TO:	**MAYOR CHRISTIAN PROVENZANO AND MEMBERS OF SAULT STE. MARIE CITY COUNCIL**
MEETING DATE:	**JANUARY 25, 2021**

PURPOSE

The purpose of this report is to seek Council approval to amend the Shareholders Agreement with respect to donation spending for PUC Inc.

BACKGROUND

PUC has a long history of giving back to the community, demonstrating its corporate responsibility by supporting a wide range of community organizations and ventures. Since 2013, PUC's Shareholder Agreement with the city has stipulated that no single donation shall exceed $10,000 and donations will not exceed $50,000 in any given year. The pandemic of 2020 and its anticipated impact on our community for 2021 has created a much greater need for support from local charities than in previous years.

PUC Companies have a combined annual revenue of more than $140 million. Profitability has been increased in recent years due to returns on investments PUC has made in companies and operations outside of Sault Ste. Marie. PUC ratepayers benefit from some of the lowest water and electric rates in Ontario, while PUC has been able to increase profitability to the highest levels in the history of PUC.

PUC DONATION POLICY

In March of 2020, PUC revised its policy to focus on four key pillars to better reflect its key values and make targeted investments in the growth of our community. Before a donation is approved, each request is evaluated based on the organization's alignment to PUC's values and the potential impact and effectiveness it has on the affiliated cause. This includes the number of people that will benefit from the donation, the longevity of its benefits, and the quality of the donation. All donation requests are reviewed and approved by our Donations Committee to ensure adherence to applicable guidelines within this policy. The committee is made up of four individuals from all levels of the organization. Board members and senior management staff do not sit on the committee. The President is also required to approve requests in excess of $2,000.

GUIDING PRINCIPLES (The Four Pillars)

1. **STEM** (Science, Technology, Engineering and Mathematics).
2. **Employee-Related Causes include corporate gift matching, and volunteer approval**.
3. **Healthy, Safe and Active Lifestyles for Children**.
4. **Hallmark Community Event Participation**

2020 PUC DONATIONS (examples)

Alzheimer Walk, Bon Soo Hay Maze, Soup Kitchen, Algoma Autism Foundation, YMCA Strong Kids, Walk A Mile In Her Shoes -Women in Crisis HSPA Inc., Harvest Algoma, Local Food Trail, John Howard Society - Feed the Kids Program, Kiwanis, Grocer for Good, CAS Scholarship and AFS Student Nutrition Program.

ELIGIBILITY

Key considerations/requirements to be considered for either a monetary donation or in-kind support, include the following: the recipient organization must fall within one of the four guiding principles (pillars). Preference is given to organizations with formal charitable status however consideration will be given to non-charitable organizations when the end-use of the funds is fully known. The project or event must take place within the company's service area. Non-eligible categories included such examples as: charities that serve personal interests, political parties or candidates, debt reduction campaigns, activities for strictly religious events or projects, student trips, sporting events. A more comprehensive list of both eligible and non-eligible categories is outlined in donation policy.

REQUEST TO COUNCIL TO INCREASE THE DONATION LIMIT:

Given the extraordinarily challenging circumstances faced by our community due to the pandemic and recognizing there has been no account for inflation since the donation limit was set in 2013, PUC would like to request city council to adjust the Shareholder Agreement to increase PUC's annual donation limit to $100,000. This would enable PUC to provide additional support at a time when the people of Sault Ste. Marie need it the most. The request also takes into account PUC's new donation policy that adheres to best practices to ensure appropriate

oversight and that selected charities and causes reflect the values of PUC. PUC has performed well in the past few years and an increase in the donation limit will not negatively impact operations or financial results. The impact of COVID-19 has been tremendous on many charities and causes, creating a greater need at a time when many are unable to give.

The PUC believes that we have the social responsibility to support the community in these difficult times. Our businesses continue to perform well financially and are in a good position to support community organizations who are helping those most in need in Sault Ste. Marie.

Prepared by: **Robert Brewer, President & CEO**
Date: **Dec 30, 2020**

Submitted by: **Jim Boniferro, Board Chair**
Date: **Jan 8, 2020**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-10

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages for funding for the 6,300 square meter Civic Plaza in the centre of Sault Ste. Marie's downtown.

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 23, 2020, between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Economic Development and Official Languages, a copy of which is attached as Schedule "A" hereto. This Agreement is for funding for the 6,300 square meter Civic Plaza in the centre of Sault Ste. Marie's downtown.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-10 FEDNOR FUNDING DOWNTOWN CIVIC PLAZA.DOCX

FedNor
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

FedNor
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Schedule "A"

Protected B

Project Number: 851-512768

THIS AGREEMENT made as of: December 23, 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Economic Development and Official Languages
(the "Minister")

– AND –

The Corporation of the City of Sault Ste. Marie
(the "Recipient")

WHEREAS in response to an application from the Recipient received February 1, 2020, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

Canada

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work
Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

a) the Completion Date; or

b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

a) Section 4 – Total Canadian Government Funding

b) Section 7 – Monitoring and Audit

c) Section 8 – Representations

d) Section 12 – Indemnification and Limitation of Liability

e) Section 13 – Default and Remedies

f) Section 14 – Project Assets

g) Section 15 – General

2.0 The Project

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before November 30, 2020 (the "Commencement Date") and is completed on or before February 15, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

a) 10.25% of the incurred Eligible & Supported Costs of $4,882,025 of the Project outlined in Annex 1, and

b) $500,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to February 1, 2020 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Northern Ontario Heritage Fund Corporation	$2,000,000

b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.

c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
   i) a list of Eligible and Supported Costs incurred;
   ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
   iii) any other documentation in support of the claim as may be required by the Minister.

b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.

c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.

d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.

e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:

i) a final statement of total Project costs;
ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
iii) a Final Activity Report on the Project;
iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.

b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

a) the Project is completed to the satisfaction of the Minister;

b) the Final Report has been submitted to the satisfaction of the Minister;

c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and

d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.

7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.

7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:

a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;

b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and

c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.

7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.

7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and

b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 Representations

The Recipient represents and warrants that:

a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.

b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;

c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
   i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
   ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
   iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

10.1 The Recipient agrees that main signage related to the Project will be in both official languages.

11.0 Environmental and Other Requirements

11.1 The Project is not a "designated project" for the purposes of the *Canadian Environmental Assessment* Act 2012.

11.2 Aboriginal consultation

The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

12.0 Indemnification and Limitation of Liability

12.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

12.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

a) the Project, its operation, conduct or any other aspect thereof;

b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or

c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

12.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

12.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

13.0 Default and Remedies

13.1 Events of Default

The following constitute events of default:

a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;

c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;

d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;

e) in the opinion of the Minister, there is a material adverse change in risk;

f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or

g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

13.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

13.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;

c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and

d) exercise any other remedy available to the Minister at law.

14.0 Project Assets

14.1 Disposal of Assets

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Minister under this Agreement for a minimum of six (6) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of six (6) years after the expiry or early termination of this Agreement, without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay the Minister the whole or any part of the Contribution paid to the Recipient hereunder.

14.2 Prior to the disbursement of the Contribution, the Recipient shall provide evidence satisfactory to the Minister of insurance coverage for property damage in an amount at least equal to the amount of the Contribution and for general liability insurance that is consistent with the level of risk exposure associated with the Recipient activities, as well as satisfactory evidence that the Minister has been named as an Additional Insured and Loss Payee on the policy. The Minister makes no representations as to the adequacy of such insurance coverage and the Recipient must satisfy himself with respect to same.

15.0 General

15.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

15.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars ($25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.

15.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.

15.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:

a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;

b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and

c) disclose information which may be required by government policies including a policy related to proactive disclosure.

15.5 Notwithstanding subsection 15.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.

15.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.

15.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

15.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.

15.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.

15.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.

15.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

15.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

15.13 The Recipient represents and warrants that:

a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;

b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;

c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;

d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and

e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

16.0 Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
2 Queen Street East
Sault Ste. Marie ON P6A 1Y3

Attention: Ms. Nancy Rosset
Community Competitiveness - Implementation (Capital)
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

16.3 Any notice or correspondence to the Recipient shall be addressed to:

His Worship Christian Provenzano
Mayor
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

16.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-512768

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Economic Development and Official Languages

Per: Dimatteo, Aime Digitally signed by Dimatteo, Aime Date: 2020.12.23 16:15:50 -05'00'
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date:

RECIPIENT

Per:
Name:
Title: Mayor - Christian Provenzano
Date: January 11, 2020

Per:
Name:
Title: City Clerk - Rachel Tyczinski
Date: January 11, 2020

I/we have authority to bind The Corporation of the City of Sault Ste. Marie

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the City of Sault Ste. Marie

Project Number: 851-512768

I. PROJECT SCOPE

i) Description:

The project will create a new 6,300 square meter Civic Plaza in the centre of Sault Ste. Marie's downtown. The project includes but is not limited to: construction, site servicing, landscaping, site furnishing, and the purchase of equipment. The new infrastructure and community asset will assist Sault Ste. Marie in attracting newcomers, stimulating new investment, and increasing local and regional tourism.

ii) Project Location:

Sault Ste. Marie, ON

iii) Dates:

a) Commencement Date - November 30, 2020
b) Completion Date - February 15, 2022

iv) Key Workplan Activities, Timelines and Milestones:

Project activities will take approximately two years to complete and will include, but is not be limited to, the following:

- Demolition of existing infrastructure (i.e. buildings, parking lot, etc.) on the site located in the downtown area off Queen Street East between Brock Street and Spring Street;
- Site preparation, including the relocation of overhead electrical lines and water/ sewer lines;
- Construction of the Civic Plaza, including a splash pad/skating rink feature, a stage, gathering spaces, washrooms, and a mechanical facility; and
- Landscaping, signage and equipment/furnishing for the site.

With input from local Indigenous communities, Indigenous themes and narratives will be incorporated into the final design of the Plaza, acknowledging the role of Bawating (Sault Ste. Marie) as a traditional gathering and meeting place of the Anishinaabe people.

v) Performance Measures and Tracking Plan:

The City of Sault Ste. Marie will monitor, track and report on the following project outcomes:

- 46 FTEs construction jobs created;
- 3 FTE professional jobs maintained (engineers, architects);
- 4 public infrastructure assets developed (plaza, splash pad/skating rink, service building and performance stage); and
- 7 community development plans supported.

Medium to long-term benefits include:

- 160 indirect jobs maintained in the downtown;
- Increased economic activity (new businesses, increase in property assessment values, fewer storefront vacancies, increased number of community events, and increased business retail revenue); and
- Increased tourism activity (Cruise ship dockings, rates of hotel occupancy, number of visitors, new tourism products created).

vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	$500,000
- Supported	$4,882,025	Other Federal	$0
- Not Supported	$649,970	Provincial	$2,000,000
Ineligible Costs	$1,327,975	Municipal	$0
		Financial Institution	$0
		Recipient	$3,759,970
		Other	$600,000
Total	$6,859,970		$6,859,970

	Supported	Not Supported	Total
Eligible Costs:			
Construction (Capital)	$4,882,025		$4,882,025
Construction (Design, Engineering)		$649,970	$649,970
TOTAL ELIGIBLE COSTS	$4,882,025	$649,970	$5,531,995
Ineligible Costs			
Property Acquisition/Demolition			$660,000
Contingencies			$667,975
TOTAL INELIGIBLE COSTS			$1,327,975
TOTAL PROJECT COSTS			$6,859,970

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

The Recipient agrees that main signage related to the Project will be in both official languages.

II. PROJECT FUNDING CONDITIONS

i) Variance of any of the Eligible Supported Costs

Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.

ii) Pre-disbursement Conditions

Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:

a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.

ii) A Final Activity Report by the Final Claims Reporting Date;

iii) Performance Reports, including:

a) a Final Results Report at project end on results achieved between the project start and end date;

b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Community Competitiveness - Implementation (Capital)

1.0 General Conditions

1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,

a) directly related to the Project;

b) reasonable;

c) appear in the "The Project-Statement of Work";

d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and

e) incurred between February 1, 2020 and the Completion Date.

1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between February 1, 2020 and the Completion Date.

1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.

1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-11

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and Destination Northern Ontario for Community Wayfinding and to authorize staff to allocate the refunded portion of the agreement to wayfinding projects scheduled for 2021.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated January 25, 2021 between the City and Destination Northern Ontario, a copy of which is attached as Schedule “A” hereto. This Amending Agreement is for Community Wayfinding and to authorize staff to allocate the refunded portion of the agreement to wayfinding projects scheduled for 2021.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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This Amending Agreement is made effective the 25th day of January, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

DESTINATION NORTHERN ONTARIO

(hereinafter referred to as the "DNO")

WHEREAS the City and Destination Northern Ontario entered into a Memorandum of Understanding (“MOU”) on October 22, 2019 pursuant to By-law 2019-213;

AND WHEREAS the MOU was set to expire on March 15, 2020;

AND WHEREAS the expected costs associated with the fabrication and installation of the wayfinding signage was lower than anticipated, the City is now entitled to a refund of $21,700.00;

AND WHEREAS the DNO requires that the term of the agreement be extended so the refund can be paid out to the City;

NOW THEREFORE the parties agree as follows:

1. That paragraph 2 of the Partnership Memorandum of Understanding 2019-20 Agreement be amended to read as follows:

   “The term of the Agreement shall commence on July 15, 2019 and shall expire on March 15, 2021 unless terminated earlier as described in Section 6.”

2. The remaining paragraphs, Schedules, terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

DESTINATION NORTHERN ONTARIO

Per:

_____

NAME:
TITLE:

_____

NAME:
TITLE:

I/We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-12

STREET ASSUMPTIONS: A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001,* S.0. 2001, c. 25, **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets or parts of streets more particularly described in Schedule "A" attached to this by-law.

2. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 25th day of January, 2021.

_____
MAYOR - CHRISTIAN PROVENZANO

_____
CITY CLERK - RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-12 VARIOUS STREET ASSUMPTIONS JANUARY 25 2021.DOCX

SCHEDULE "A" TO BY-LAW 2021-12

1. NOAH DRIVE

PIN 31566-0657 (LT)
NOAH DRIVE, PLAN 1M597; CITY OF SAULT STE. MARIE

2. PART CHATFIELD DRIVE

PIN 31566-0656 (LT)
CHATFIELD DRIVE, PLAN 1M597; CITY OF SAULT STE. MARIE

3. PART BLACK ROAD

(a) PIN 31505-0141 (LT)
PT LT 15 RCP H735 TARENTORUS PART 2, 1R-13432; CITY OF SAULT STE. MARIE

(b) PIN 31505-0144 (LT)
PT LT 14 RCP H735 TARENTORUS BEING PT 1 1R13432; CITY OF SAULT STE. MARIE

(c) PIN 31505-0145 (LT)
PT LT 23 RCP H735 TARENTORUS PTS 5 & 6 PL 1R13436; SUBJECT TO AN EASEMENT OVER PT 6 PL 1R13436 AS IN AL74386; CITY OF SAULT STE. MARIE

(d) PIN 31505-0148 (LT)
PT LT 19 RCP H735 TARENTORUS BEING PT 4 1R13432; CITY OF SAULT STE. MARIE

(e) PIN 31505-0151(LT)
PART LOT 27 RCP H735 PARTS 1, 2, 3 & 4 1R13436; S/T T167529; TARENTORUS; CITY OF SAULT STE. MARIE

4. PART NORTHERN AVENUE

PIN 431558-0029 (LT)
PART OF LOT 15, RCP H-732 DESIGNATED AS PARTS 1, 2 & 3, 1R13494; S/T T174805/ S/T T215410; CITY OF SAULT STE. MARIE

BY-LAW NUMBER 2021-13 OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE

A BY-LAW TO AUTHORIZE THE EXECUTION OF THE TRANSFER PAYMENT AGREEMENT FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP): PUBLIC TRANSIT STREAM BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE

WHEREAS it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream.

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and City Clerk are hereby authorized to execute on behalf of the Corporation of the City of Sault Ste. Marie the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream ("Agreement") between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Corporation of the City of Sault Ste. Marie in a form satisfactory to Legal Services.
2. THAT, the Mayor and City Clerk and, as applicable, the delegate specified in Schedule "B" of the Agreement are hereby authorized to execute on behalf of the

Corporation of the City of Sault Ste. Marie any amendment to the Agreement or ancillary document necessary to fulfil the ICIP requirements in a form satisfactory to Legal Services.

3. THAT the Director, Community Services and the Manager, Transit and Parking have the delegation of authority to execute any and all required documentation, on behalf of the Corporation of the City of Sault Ste. Marie, as required under the Investing in Canada Infrastructure Program.

4. THAT the Corporation of the City of Sault Ste. Marie commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.

5. THAT the Corporation of the City of Sault Ste. Marie commits to spending Investing in Canada Infrastructure Program funding only on implementing the approved projects identified in the Agreement.

BY-LAW read a first, second and third time and finally passed this 25th day of January, 2021.

_____

MAYOR CHRISTIAN PROVENZANO

_____

RACHEL TYCZINSKI - CITY CLERK

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TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the "Agreement") is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the **"Province"**)

- and -

The Corporation of the City of Sault Ste. Marie

(the **"Recipient"**)

BACKGROUND

The Investing in Canada Infrastructure Program ("ICIP") is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada ("Canada") announced, in its *Budget 2016* and *Budget 2017*, over $180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program ("Bilateral Agreement"), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

Also, under the Bilateral Agreement, Ontario agrees to identify projects, including municipal projects, and be responsible for the transfer of ICIP and provincial funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules and Sub-schedules to the Agreement.** The following schedules and sub-schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions
Schedule “B” - Specific Information
Schedule “C” - Project Description, Budget, Timelines, and Standards
Sub-schedule “C.1” - Project Description, Budget, and Timelines
Schedule “D” - Reports
Sub-schedule “D.1” - Project Tier Classification and Other Information
Schedule “E” - Eligible Expenditures and Ineligible Expenditures
Schedule “F” - Evaluation
Schedule “G” - Communications Protocol
Schedule “H” - Disposal of Assets
Schedule “I” - Aboriginal Consultation Protocol
Schedule “J” - Requests for Payment and Payment Procedures
Sub-schedule “J.1” - Form of Certificate from Recipient
Sub-schedule “J.2” - Form of Declaration of Project Substantial Completion
Sub-schedule “J.3” - Form of Certificate from a Professional Engineer for Project Substantial Completion
Sub-schedule “J.4” - Form of Certificate from an Independent Engineer to Certify Progress
Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

(a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(b) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or

(c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

(i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or

(ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.

(b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of each Project, that:

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Project;

(c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and

(f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights")

undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

(a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);

(b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

(c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

_____ _____

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the City of Sault Ste. Marie

_____ _____

Date

Name: Christian Provenzano
Title: Mayor

I have authority to bind the Recipient.

_____ _____

Date

Name: Rachel Tyczinski
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, renovated or improved, in whole or in part, with any of the Funds.

"Authorities" means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

"Bilateral Agreement" means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

"Budget" means, in respect of a Project, the Project budget set out in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province has elected to be closed for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible

Expenditures and Ineligible Expenditures).

"Environmental Laws" means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

"Evaluation" means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Projects and ICIP Evaluations).

"Event of Default" has the meaning ascribed to it in section A.12.1 (Events of Default).

"Expiry Date" means the expiry date set out in Schedule "B" (Specific Information).

"Federal Approval Date" means the date on which Canada has approved a Project identified in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Holdback" means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

"ICIP" means the federal infrastructure program described in the first paragraph of the "Background" to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees, and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remedying).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Progress Reports).

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

"Reports" means the reports described in Schedule "D" (Reports).

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

"Substantial Completion" or **"Substantially Completed"** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

"Term" means the period of time described in section A.3.1 (Term).

"Third Party" means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

"Timelines" means the Project schedule described in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

"Total Financial Assistance" means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and

(d) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete each Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

(b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and

(ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;

(b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and

(iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action,

whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 **Use of Funds and Carry Out the Project.** The Recipient will, in respect of each Project, do all of the following:

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

(a) deduct an amount equal to the interest from any further instalments of Funds;

(b) demand from the Recipient the payment of an amount equal to the interest.

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

(c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards

the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

(d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of any Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of any Project, assume full responsibility for the Project, including, without limitation:

(a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

(b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 **Increase in Project Costs.** If, at any time during the Term and in respect of any Project, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remedying).

A.4.11 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures

provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding and 5% of the federal funding in respect of each Project (“Holdback”) up until the following conditions have been met:

(a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;

(b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and

(c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and

(c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

(a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

(b) provides a consultant or contractor quote for market value; and

(c) attests to:

(i) following value-for-money procurement processes for materials and sub-contracts; and

(ii) following its own policies and procedures.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of any Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

(b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 **No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

(a) the Recipient:

(i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

(ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 **Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

(a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and

(b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties;

(b) the progress of any Project;

(c) the Recipient's allocation and expenditure of the Funds.

A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and

(b) remove any copies the Province makes pursuant to section A.7.5(a).

A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents wherever they are located;

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;

(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential,

exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will

cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than $2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A.10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

(ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

(b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and

(ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) carry out any Project in whole or in part;

(b) use or spend Funds; or

(c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A.12.4 **Recipient Not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions

provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A.15.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.

A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

A.16.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule "B" (Specific Information), or as either Party later designates to the other by Notice.

A.16.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.22.0 GOVERNING LAW

A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

A.23.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “Failure”);

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and

Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 **Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

(a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) *Canadian Environmental Assessment Act, 2012*;

(ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.2 **Assessments.** The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and

(b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or Ontario, or both, may deem appropriate.

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.30.2 **Notice of Establishment of Committee**. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided the Province with:

(i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) an asset management self-assessment, in the form and at the address provided by the Province.

(b) prior to submitting a request for payment in respect of any Project under the Agreement,

(i) the Recipient having provided the Province with written confirmation that:

a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and

c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and

(ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and

(c) on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE "B"
SPECIFIC INFORMATION

Maximum Funds*	$10,067,882.50
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	**Address:** Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 **Phone:** 416-585-7637 **Email:** ICIPTransit@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** Manager Transit & Parking **Address:** 111 Huron Street Sault Ste. Marie ON P6A 5P9 **Phone:** 705-759-5434 **Email:** n.maione@cityssm.on.ca
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	**Position:** Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	**Position:** Manager Transit & Parking

Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	**Position:** Chief Financial Officer/City Treasurer **Address:** 99 Foster Drive Sault Ste. Marie ON P6A 5X6 **Phone:** 705-759-5355 **Email:** s.schell@cityssm.on.ca

*__Note__: For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

SCHEDULE "C"
PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule "C.1" (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

C.2.1 **Canada's Requirements for Standards**. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

(a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.3.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's prior written consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province's and Canada's Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule "C.1" (Project Description, Budget, and Timelines).

C.3.3 **Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines.** Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID (A)	Project Title (B)	Project Description (C)	Forecasted Project Start Date (MM/DD/YYYY) (D)	Forecasted Project End Date (MM/DD/YYYY) (E)	Federal Approval Date (MM/DD/YYY) (F)	Total Costs of the Project (G)	Total Eligible Expenditures of the Project (H)	Federal Contribution Towards the Total Eligible Expenditures of the Project (I)	Federal Funding Rate of the Total Eligible Expenditures of the Project (J)	Other Federal Contribution Towards the Total Costs of the Project (K)	Provincial Contribution Towards the Total Eligible Expenditures of the Project (L)	Provincial Funding Rate of the Total Eligible Expenditures of the Project (M)	Recipient Contribution Towards the Total Costs of the Project (N)	Other Contribution Towards the Total Eligible Expenditures of the Project (O)
ICIP-SSM-01	Purchase of Rolling Stock Assets - Buses	This project consists of the purchase of 22 new buses for our community over the life of the project, that will replace 22 aging buses, and drastically reduce the average age of our fleet. The goal will be to purchase a total of nine (9) 40' buses, five (5) 35' buses, five (5) Para buses and three (3) Community buses throughout the life of this project.	01/31/2020	12/31/2022	01/31/2020	$9,175,000.00	$9,175,000.00	$3,670,000.00	40.00%	$0.00	$3,058,027.50	33.33%	$2,446,972.50	$0.00
ICIP-SSM-02	Bus Technology Improvements - Farebox and AVL	This project consists of the replacement and upgrade of the Farebox system and Automatic Vehicle Locator (AVL) technology on all 39 transit buses, which will ensure all technology capabilities conform to industry standards. These changes will improve the efficiency and accessibility of the public transit system for passengers.	01/23/2020	12/31/2021	01/23/2020	$1,500,000.00	$1,500,000.00	$750,000.00	50.00%	$0.00	$499,950.00	33.33%	$250,050.00	$0.00
ICIP-SSM-03	Replacement of Transit Supervisor Vehicles	This project consists of the replacement of two (2) transit vehicles that are utilized by supervisors and mechanics to attend to transit issues that occur during hours of operation. The current aging vehicles are no longer reliable, and staff are unable to respond to service calls, breakdowns, passenger issues or emergency calls in a timely manner. The project will result in better service to passengers by providing timely response to breakdowns and emergencies, ensuring the service adhere to schedule, as well as lower maintenance costs and enhance safety for staff and passengers.	01/23/2020	12/31/2021	01/23/2020	$100,000.00	$100,000.00	$40,000.00	40.00%	$0.00	$33,330.00	33.33%	$26,670.00	$0.00

ICIP-SSM-04	Replacement of Bus Shelters	This project consists of the purchase and installation of twenty-five (25) new bus shelters to replace the aging shelters that have surpassed their life expectancy, with new, fully accessible bus shelters. We will evaluate the usage of each shelter to ensure those highly utilized will be replaced in conjunction with which are the oldest, beyond repair or not fully accessible.	05/01/2020	12/31/2022	03/13/2020	$250,000.00	$250,000.00	$100,000.00	40.00%	$0.00	$83,325.00	33.33%	$66,675.00	$0.00
ICIP-SSM-05	Construction of a Northern Transfer Point (Stop)	This project consists of the construction of a new northern transfer point bus station. The project will enable transit customers residing in all areas of the City to travel to destinations in the more northern part of the City without having to go downtown, saving them time and improving capacity, quality and access to the public transit system.	03/13/2020	12/31/2020	03/13/2020	$500,000.00	$500,000.00	$200,000.00	40.00%	$0.00	$166,650.00	33.33%	$133,350.00	$0.00
ICIP-SSM-07	Relocation of the Downtown Terminal	This project consists of a study and the relocation of the Dennis Street transit bus terminal to the main transit building at 111 Huron Street. A section of the garage at the current transit building will be reconfigured and renovated to accommodate the City's new main Transit Terminal. The project will improve passenger safety and access to public transit and amenities, ensuring a higher quality and more convenient public transit service.	03/25/2020	12/31/2023	03/25/2020	$2,000,000.00	$2,000,000.00	$800,000.00	40.00%	$0.00	$666,600.00	33.33%	$533,400.00	$0.00

SCHEDULE "D"
REPORTS

D.1.0 PROGRESS REPORTS

D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

(a) Canada's and the Province's respective forecasted contributions to the Project by Funding Year;

(b) the Project start date and the Project end date (forecasted and actual where applicable);

(c) the percentage of the Project that has been completed;

(d) risks and mitigation strategies;

(e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and

(f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), for the Project.

D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:

(i) March 15th; and

(ii) September 15th;

(b) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report; and

(iii) a photograph of the Project; and

(c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 **Tier 2 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:

(i) March 15th;

(ii) June 15th;

(iii) September 15th; and

(iv) December 15th;

(b) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from a Professional Engineer for Project Substantial Completion;

(iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and

(v) a photograph of the Project; and

(c) within 90 days of submitting the final Progress Report:

(i) a summary of any Communications Activities made for the Project; and

(ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 **Tier 3 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

(a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):

(i) a Progress Report in each calendar year on or before:

a. March 15th;

b. June 15th;

c. September 15th; and

d. December 15th; and

(ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;

(b) a communications plan within 180 days of the Effective Date;

(c) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from a Professional Engineer for Project Substantial Completion; and

(iv) a photograph of the Project;

(d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and

(e) within 90 days of submitting the final Progress Report:

(i) a summary of any Communications Activities made for the Project;

(ii) a summary of how the Project aligns with provincial and federal objectives; and

(iii) a summary of lessons learned.

D.2.4 **Tier 4 Reporting Requirements.** If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

(a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):

(i) a Progress Report in each calendar year on or before the 15th day of each month;

(ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and

(iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;

(b) upon reaching Substantial Completion:

(i) a Declaration of Project Substantial Completion;

(ii) a final Progress Report;

(iii) a Certificate from a Professional Engineer for Project Substantial Completion; and

(iv) a photograph of the Project;

(c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and

(d) within 90 days of submitting the final Progress Report:

(i) a summary of any required Communications Activities made for the Project;

(ii) a summary of how the Project aligns with provincial and federal objectives; and

(iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 **Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 **Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 **Climate Change Resilience Assessment.** If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

(a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html, or at any other location the Province may provide; and

(b) any additional direction the Province may provide.

D.5.2 **Greenhouse Gas Emissions Assessment.** If a greenhouse gas emissions assessment is identified as "Required" in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

(a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html, or at any other location the Province may provide; and

(b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 **Community Employment Benefits Assessments.** If community employment benefits assessments are identified as "Required" in column E (Community Employment Benefits Assessments) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 **Description of the Community Employment Benefits Assessments.** If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

(a) apprentices;

(b) Indigenous peoples;

(c) women;

(d) persons with disabilities;

(e) veterans;

(f) youth;

(g) new Canadians;

(h) small-medium-sized enterprises; and

(i) social enterprises.

D.6.3 **Reporting on Community Employment Benefits Assessments.** The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE "D" (REPORTS)

D.7.1 **Minor Changes to the Reporting**. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule "D" (Reports) or Sub-schedule "D.1" (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;

(b) the progress or state of completion of the Project;

(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

(d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

(e) the overall management and administration of the Project;

(f) recommendations for improvement or redress; and

(g) whether prompt and timely corrective action is taken on prior audit findings.

SUB-SCHEDULE "D.1"
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION

Project ID (A)	Project Title (B)	Project Tier for Reporting Purposes (C)	Greenhouse Gas Emissions Assessment (D)	Community Employment Benefits Assessments (E)	Climate Change Resilience Assessment (F)	Eligibility of Own-Force Labour Costs (G)	Competitive Acquisition Exemption (H)
ICIP-SSM-01	Purchase of Rolling Stock Assets - Buses	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-02	Bus Technology Improvements - Farebox and AVL	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-03	Replacement of Transit Supervisor Vehicles	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-04	Replacement of Bus Shelters	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-05	Construction of a Northern Transfer Point (Stop)	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
ICIP-SSM-07	Relocation of the Downtown Terminal	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Note: Please see Schedule "D" (Reports) for further details on reporting.

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

(a) incurred on or after the Federal Approval Date and paid on or before October 31, 2027:

(i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and

(ii) the costs related to monitoring project-level community employment benefits.

(b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2027;

(c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2027;

(d) if the Project is identified as "Approved" in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027;

(e) if the Project is identified as "Approved" in column H (Competitive Acquisition Exemption) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027; and

(f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 **Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

(a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);

(b) costs incurred or paid, or both after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.1(f);

(c) costs incurred for a cancelled Project;

(d) land acquisition costs;

(e) leasing costs for land, buildings, and other facilities;

(f) leasing costs for equipment other than equipment directly related to the construction of a Project;

(g) real estate fees and related costs;

(h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);

(i) financing charges;

(j) legal fees;

(k) loan interest payments;

(l) costs of any goods and services received through donations or in-kind;

(m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;

(n) costs associated with operating expenses and regularly scheduled

maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

(o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;

(p) costs related to easements (e.g., surveys); and

(q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 **Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

(a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;

(b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;

(c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;

(d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;

(e) carrying costs incurred on the funding share of any funding partner other than the Province;

(f) costs associated with municipal staff and any Third Party travel;

(g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and

(h) Recipient's upgrades not expressly approved by the Province.

E.2.3 **Costs Over and Above a Project Scope.** Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

(a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

(b) the costs for upgrades to materials and design beyond existing municipal standards; and

(c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F”
EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

F.1.1 **Recipient’s Participation in Projects and ICIP Evaluations**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 **Results of Projects and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

SCHEDULE "G"
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Joint Communications" means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material will be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution under Schedule “A” (General Terms and Conditions) or the Total Financial Assistance, or both, received in respect of any Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ Notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually consented to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of any Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

(a) on the marker, recognize the Province's and Canada's contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected and unless the Province otherwise consents in writing, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 180 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE "H"
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule "H" (Disposal of Assets):

"Asset Disposal Period" means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless the Province consents otherwise, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project in accordance with the table below:

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community", also known as "Aboriginal Group", includes First Nation, Métis, and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan").

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

(a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and

(b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

(a) of contact by Aboriginal Communities regarding the Project; or

(b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient in respect of any Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

(a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule "J.1" (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:

(i) March 15th;

(ii) June 15th;

(iii) September 15th; and

(iv) December 15th;

(b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;

(c) for each request for payment, except for the Final Payment:

(i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and

(ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;

(d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;

(e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and

(f) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c);

(b) the special conditions listed in Article A.32.0 (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of any Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

SUB-SCHEDULE "J.1"
FORM OF CERTIFICATE FROM RECIPIENT

CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert address of the Recipient's authorized representative]**
Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

RE: **Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:

   (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

   (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

(c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and

(d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.

2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.

3. Eligible Expenditures in Appendix "A" have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule "C.1" (Project Description, Budget, and Timelines) of the Agreement.

4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

$ _____ on account of the Province's; and

$ _____ on account of Canada's contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Recipient's authorized representative]**	Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

APPENDIX "A"

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE *(please respond with "YES", "NO", or "N/A", as appropriate)*	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project.	
If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as "Required" in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

Record of Invoices												
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid ($)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	*Eligible Cost (Net of HST)
TOTAL											

Recommended for payment request:

_____ _____

Date **[insert/print the name and title of the Recipient's authorized representative]**

I have authority to bind the Recipient.

Recommended for payment:

_____ _____

Date **[insert/print the name of the Director]**
Director, Ministry of Transportation

SUB-SCHEDULE "J.2"
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION

DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert address of the Recipient's authorized representative]**
Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

RE: **Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

   (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

   (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada's Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

(c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;

(d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;

(e) the work for the Project **[insert the Project unique ID and title]**:

(i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "Project Substantial Completion Date");

(ii) was carried out between _____ [insert the start date] and the Project Substantial Completion Date;

(iii) was supervised and inspected by qualified staff;

(iv) conforms with the plans, specifications, and other documentation for the work;

(v) conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;

(vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards; and

(vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.

2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.

3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

4. The value of completed work on the Project is $ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the Recipient's authorized representative]**	Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUSBTANTIAL COMPLETION

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of the professional engineer]**
Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project **[insert the Project unique ID and title]**:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "**Project Substantial Completion Date**");

2. was carried out between **[insert the start date]** and the Project Substantial Completion Date;

3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;

5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;

6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the professional engineer]**	Title: **[insert/print the title of the witness]**

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects.]

CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: **[insert the address of an independent professional engineer]**
Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ **[Insert Project percent complete]** percent complete, and the Project:

1. was supervised and inspected by qualified staff;

2. conforms with the plans, specifications and other documentation for the work;

3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

4. conforms with Schedule "C" (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**	Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the professional engineer]**	Title: **[insert/print the title of the witness]**

SCHEDULE "K"
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of any Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-14

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and PUC Services Inc. to participate in a pilot project for Smart City technology.

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 January 25, 2021 between the City and PUC Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is to participate in a pilot project for Smart City technology.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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Date: January 15, 2021

Memorandum of Agreement: City of Sault Ste Marie/PUC Services Inc. Smart City Project

This Memorandum of Agreement ("MOA") is effective December 31, 2020 which is to be considered the same as the signing day of this MOA. This is a three page document with attachments.

BETWEEN:

PUC Services Inc., a body corporate, organized under the laws of the Province of Ontario and with its principal place of business located at 500 Second Line East, PO Box 9000, Sault Ste. Marie,, P6A 6P2 (hereinafter called: "**PUC**") in this matter duly represented by Robert Brewer, President and CEO.

AND:

The City of Sault Ste. Marie, a Municipality within the boundaries of Algoma District, Ontario having offices at City Hall, at 99 Foster Drive, Sault Ste. Marie, Ontario, (hereinafter called: "**The City**") in this matter duly represented by Tom Vair, Deputy CAO, Community Development and Enterprise Services.

1: WHEREAS:

A. The City of Sault Ste Marie ("**The City**") and PUC have been investigating the potential to deploy Smart City sensors on existing and new LED streetlights, including Radar Sensors as part of their Smart City strategy. The Sensors will be procured by PUC with invoicing to PUC's account. The Sensors are supplied by the vendor, Liveable Cities/Led Rodeway Lighting, (hereinafter called: "**LRL**") and are managed and monitored using an advanced, cloud-hosted software platform called SmartLinx CMS, which under this Proof of Concept is available to stakeholders at the City of Sault Ste. Marie and PUC. It is further acknowledged by The City that access to the sensors and the data generated by the sensors and software may also be made available by PUC and/or LRL to others including the general public though a public information portal and/or Internet

application for purposes specific to their needs. PUC and LRL acknowledge that any such availability would not include revealing, making reference to or being representative of the purposes and use of the sensors and software as implemented by The City.

B. The City and PUC intend to conduct a Proof of Concept (POC) at select locations within the City to demonstrate and test the Smart City sensors in a real-world environment. A total of forty (40) Smart City sensors will be deployed and the demonstration is expected to operate over a six (6) month period.

C. The City and PUC intend to evaluate the option of additional deployments of the Smart City sensors within the City at the successful conclusion of the POC.

2: THEREFORE PUC:

A. Per the anticipated completion of this Memorandum of Agreement, PUC has executed a Purchase Order (as noted below) to the vendor, LRL who will supply the requested items as well as providing services required to conduct the POC as per terms negotiated and outlined in a proposal dated October 1, 2020.

B. Will provide competent staff to install and commission the hardware

C. Will engage LRL to provide training for software use and reporting to PUC and The City and their employee's as necessary that are participating in the POC program, including the Traffic Department at the City. City users within POC to be limited to six.

D. Will provide limited assistance to the City users on an as required basis to navigate the software and retrieve required data

3: THEREFORE The City:

A. The City agrees to participate financially in the acquisition and ensuing POC costs to a limit of $ 2,000.00 CAD. Such funds to be utilized at the discretion of PUC to support the acquisition of tools and hardware required for the execution of the Proof of Concept as described in section 1:, part B above and as described in the Proof of Concept Proposal dated October 1, 2020 noted elsewhere in and attached to this agreement. i.e. 40 "Smart City" sensors and services to be used as part of the POC

B. The City agrees to work with the PUC and LRL to select appropriate sites for deployment of the Smart City sensors to be used in the POC.

C. The City agrees to provide PUC with a list of users who will require access to the system and associated training.

D. The City agrees to regularly use the Smart City technology and measure/report on the success of the POC as per guidelines and recommendations provided by LRL in its proposal to PUC dated October 1, 2020.

Execution in Counterparts

For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile or other electronic forms of transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____
MAYOR – CHRISTIAN PROVENZANO

Per:

_____
CITY CLERK – RACHEL TYCZINSKI
W*e have the authority to bind the Corporation*

PUC Services Inc.

Per:

_____
Name: Robert Brewer, CEO and President
PUC Services Inc., 500 Second Line East,
Sault Ste. Marie Ontario

Date: _January___ , 2021__
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-15

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Questica Software Inc. for the annual software subscription for a five-year period commencing February 1, 2021.

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 February 1, 2021 between the City and Questica Software Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is for the annual software subscription for a five-year period commencing February 1, 2021.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made this February 1, 2021 (the "**Effective Date**") by and between QUESTICA SOFTWARE INC., a corporation incorporated under the laws of Ontario, Canada ("**Questica**") and **City of Sault Ste. Marie**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "**Questica Inc."** or "**Questica**" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 12 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any non-conformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, **"Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Our Warranties. We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties. You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of

all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Director - Customer Success	Finance Department Manager	10 Business Days
Third Level	Vice President - Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator. The arbitration and the appointment of the arbitrator shall, unless expressly provided for herein, be conducted in accordance with the Arbitrations Act (Ontario). The award and determination of such arbitrator shall be binding upon the parties and their respective successors and permitted assigns. You and We shall co-operate in completing any arbitration as expeditiously as possible and the arbitrator may hear such experts as may appear to him/her as appropriate. Any interested party shall bear its costs and expenses incurred in connection with the arbitration except for the cost of the arbitrator or arbitrators and experts engaged by him or them which shall be borne by You and Us equally. Notwithstanding the foregoing, arbitration shall not preclude the right of either party to seek injunctive relief.

11.3 **Governing Law and Jurisdiction.** This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of the City of Toronto, Ontario, Canada in respect of this Agreement

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right**.**

12.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agree to do so.

12.11 **Authorized reseller status; Option to purchase affiliate products**. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.

12.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF SAULT STE. MARIE (SUBSCRIBER)

Per: _____

Name: Christian Provenzano

Title: Mayor

Date: _____

I have authority to bind the organization

Per: _____

Name: Rachel Tyczinski

Title: City Clerk

Date: _____

I have authority to bind the organization

QUESTICA SOFTWARE INC.

Per: _____

Name: _____

Title: _____

Date: _____

I have authority to bind the organization

APPENDIX A – Order Form

Quotation ID#: City of Sault Ste. Marie - October 21, 2020

Software-as-a-Service (SaaS)

Description			Amount
Software as a Service			
Questica Budget Software Subscription Questica provides server, database, software, server management, software maintenance, and 1 framework seat licence for Operating, Personnel, Capital		Included	$24,187
Additional Operating Licence Seats	24		
Additional Personnel Licence Seats	5		
Additional Capital Licence Seats	11		
Unlimited Read-Only Licences		Included	
Feature: Allocations		Included	
Feature: Statistical Ledger		Included	
Feature: Performance		Included	
Total Year 1 SaaS Subscription			**$24,187**
Professional Services (Per Statement of Work)			
Design, Analysis & Configuration		Included	
Project Management		Included	
Training		Included	
Integrations		Included	
Customizations		Not Included	
Custom Reports		Not Included	
IT Services		Included	
Total Professional Services:			**$87,000**
Travel Expenses (If Applicable)		Not Applicable	
Total Travel Expenses:			**$ -**
Grand Total Year 1			**$111,187**

Cost per additional user- $425/User/Module/Year.

Pricing Notes

Pricing valid though: January 31, 2021

- Above pricing in Canadian dollars
- Applicable Taxes Extra
- Pricing based on 5-Year Term
- Questica will apply an annual 3% inflationary increase beginning in Year 4
- Terms of Payment:
    - Software Subscription (including annual maintenance, support, and hosting services):
        - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
    - Professional Services:
        - 25% due the earlier of software installation or 30 days from Contract Effective Date
        - 25% due the earlier of historical budget available for validation or 60 days from Contract Effective Date
        - 25% due the earlier of actuals import integration configuration created & tested or 90 days from Contract Effective Date
        - 25% due the earlier of completion of training or 120 days from Contract Effective Date
- Onsite visits not included
- Professional Services subject to Scope of Work.
- Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at $200/hr.

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

I. Testing customizations during an upgrade
II. Restoring a database backup required because of a Subscriber error
III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
II. New applications
III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

I. Custom programming services;
II. On-site support;
III. Subscriber developed interfaces, API interactions, or customizations;
IV. Subscriber developed reports;
V. End-User training or re-training;
VI. Subscriber hardware or network issues;
VII. Correction of data issues derived from user error or Software misuse;
VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

Scope of Work
Questica Budget Implementation for
City of Sault Ste. Marie

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. General

2.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

2.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Questica's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica's work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centres (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance);
- GL Account Categories must be categorised as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

• Configuring data transformations, as described by The Customer during the implementation.
• Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Questica is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

• Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
• While it is likely that Questica can accommodate any chart of account segments ("chart fields"), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
• Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
• Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
• Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
• Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
• Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation but each amendment integration will only work in one of these modes.
• Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9. Customizations" of this Scope of Work document. Sections prior to "2.9. Customizations" detail the delivery of standard product functionality and services.

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Hosting of production and test instances of Questica Budget during the implementation period.	N/A System to be implemented on Questica production hosting environment.
Production Hosting	Hosting of a single production instance of the Questica Budget system, as well as additional sandboxes for The Customer's development/test/QA/training needs. In addition to these server instances, The Customer must provide user workstation environments as follows: • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed.	In scope: As per hosting agreement.
Project Management & Analysis	Questica will assign a Project Manager/Analyst (“PM”) to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section “2.10.1. Questica Project Management Responsibilities” of this Scope of Work.Limitations:- Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed.- The scope includes overhead of project management and analysis as stated in the “Scope or Work” column at right. Where delays	In Scope

	are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica's standard services rate.	
On-Site PM Visits	Each on-site visits by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	Customer task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (AD FS) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration …		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica:• Division/Department hierarchy;• Fund Categories and Funds;• Account Categories and Expense and Revenue GL Accounts• Statistical Account Categories and Statistical Accounts• Other Chart of Account Segment Values• Performance Measure Units	In scope
Analytics …		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and	In scope

	may not fully address The Customer's specific reporting requirements.	
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base “entity” (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built “report entity” which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features …	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional licence cost is associated with each add-in.*	
Configuration …		
Import Costing Centres	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centres (for each historical and current/future budget year to be loaded); • Add Costing Centres to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centres with Funds; • Define Budget Promotion Stages.	In scope
Initial Data Load …		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: • Create dollar budget line items at the chart of account level ... by Costing Centre.	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.

Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Costing categorised.	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration …		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Dynamics GP general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's Dynamics GP general ledger, or the other direction as required.This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope:Questica will create no more than 1 point of integration for the operating budget amendments.
Actuals Import	Automated facility to transfer actual data from The Customer's Dynamics GP general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Questica will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to	Not in scope

	a single target system at the approved budget object/costing centre level when invoked by a user.	
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single target system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load …	*Configuration and data import of standard Questica Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:• Create positions;• Create salary grades;• Create salary grade steps;• Create modifiers (benefits);• Create employees;• Allocate employees to positions;• Allocate positions to costing centres.For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.*	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task: Questica will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Centre Allocations	Import from data import workbooks.	In scope
Integration …		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.	Not in scope

HR Data Sync.	Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes: • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing centre relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration …		
Import Projects	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:• Create Projects (including closed projects where historical budget is to be loaded);• Add Projects to Departments consistent with, and shared by, the Operating budget module;• Define Project Promotion Stages.The configuration data may optionally contain data necessary to:• Define Asset Categories & Asset Types;• Define Project Regions;• Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load …		
Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... by Project.	In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data

		manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Project	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	In scope:Questica will import up to 2 years of actual costs. The Customer can add older actuals manually or using Questica Budget's spreadsheet import feature if desired.
Integration …		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Dynamics GP general ledger or project system at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 2 points of integration for the approved capital budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's Dynamics GP general ledger or project system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope
Actuals Import	Automated facility to transfer actual data from The Customer's Dynamics GP general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on	In scope: Questica will create no more than 2 points of integration for the capital project actuals.

	demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required.This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the “Statistical Budget Export” item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single target system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

Unless explicitly included in scope elsewhere in this document, it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s). This section of the SoW relates only to the configuration of the system.

Note that read-only licences are not available for Questica's Performance Measures module. Purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration …		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.
Initial Data Load …		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of <- total hours of consulting.

Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of <- total hours of consulting.
Integration …	0	
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand.	Not in scope: Users will enter measure actuals data using the user interface or Excel export/import.

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration …		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users.	Not in scope
Configuration of Visualisations	The Customer is able to add multiple "visualisations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualisation styles.	Not in scope
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook data.	Not in scope
Integration …		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	Not in scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Not in scope

2.8. Training

Functional Area	Description	Scope of Work
Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with an valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	Questica's standard training model is to train the trainers and/or advanced users within The Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.	
Training Schedule	Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.	

	Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).	
Training Location	* Note that this item relates only to location of training and does not confer training in addition to those items scoped below. On-Site Training: Is not included. Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets tailored to The Customer's process.	Not in scope
The following sections detail the proposed training. The Customer's PM will work with Questica's PM or training specialist to determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed this proposed plan.		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos.Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.	In scope:This will be delivered in one training session.
Train-the-Trainer: Operating	“Train the trainer” training in the use of Questica Budget's Operating module.	In scope: This will be delivered in one training session.
Train-the-User: Operating	“Train the user” training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Personnel	“Train the trainer” training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	“Train the user” training in the use of Questica Budget's Personnel Planning & Budgeting module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	“Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	Customer task

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.
Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.
Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through n issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

2.10.2. The Customer Project Management Responsibilities

1 Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

2.10.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
    a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
    b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
    c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
    d. Documentation of the agreed configuration and customizations.
    e. The preparation of data import templates consistent with the agreed configuration and customizations.
    f. The completion by The Customer of the data import templates.
    g. The import by Questica of the data import templates.
    h. Customer approval of the imported Questica Budget structures and data.
    i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
    j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
    k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
    l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
    m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
    n. The testing and acceptance of custom reports and report views.
    o. The deployment of custom reports and report views.
    p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
    q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
    r. The development by Questica of:
        i. integration components which transform budget data prior to updating the financial system;
        ii. integration components which transform actual result data prior to updating the Questica Budget database;
        iii. integration components required to initiate the execution of integrations.
    s. The deployment of all integration components.
    t. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

1. The requirement for Customer resources is variable with:
    a. The duration of the project.
    b. The degree of internal Customer consultation.
    c. The level of internal Customer agreement.
    d. The number of customizations.
    e. The familiarity of Customer staff with the SQL Server environment.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-16

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Electrical Safety Authority for the Continuous Safety Services Program for the three year term of April 1, 2021 to March 31, 2024.

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 between the City and the Electrical Safety Authority, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Continuous Safety Services Program for the three year term of April 1, 2021 to March 31, 2024.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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Electrical Safety Authority

Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

(1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
(2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
(3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf

The scope of work covered by the CSS program is explained at http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information

Company (Legal) Name: CITY OF SAULT STE MARIE City: SAULT STE MARIE
Address: 99 FOSTER DR, PO BOX 580 PO Box: Postal: P6A 5N1
Contact Person: ANDY STARZOMSKI Title:
Phone: 705-574-1074 Fax: Email: al.starzomski@cityssm.on.ca

The inspector should contact the following person to arrange for the inspections:
Name: Phone: Email:

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature: Date:

Mayor Christian Provenzano

City Clerk - Rachel Tyczinski

Schedule A – Fee Schedule

The Applicant agrees to pay the following fee to ESA for the period as specified:

$31,527.21 plus HST paid annually for the period beginning **April 1, 2021** and ending **March 31, 2024**, to be invoiced **Quarterly in Advance**.

Year 1 $31,527.21 plus HST for period April 1 2021 to March 31 2022
Year 2 $31,527.21 plus HST for period April 1 2022 to March 31 2023
Year 3 $31,527.21 plus HST for period April 1 2023 to March 31 2024

At the end of the term as specified above, the annual fee will increase based on the Ontario Consumer Price Index (CPI) from Statistics Canada, Table 326-0020.

Schedule B – Facilities

The following facilities are covered by the CSS Program:

CITY OF SAULT STE MARIE

Rev 4.6a 2021

Total # of Sites: 66

Total # of Visits: 96

Site Information

#	Site #	Site Name	Street Address	City	Post Code	Site Contact	Phone	Email Address	Number of Visits
1	154564	CENTRAL FIRE STATION	72 TANCRED	SAULT STE MARIE					2
2	154714	BONDAR MARINA DOCKS	65 FOSTER DR	SAULT STE MARIE					2
3	154747	FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE					1
4	154748	GLASGOW AVE PUMP STATION	GLASGOW AVE	SAULT STE MARIE					1
5	154749	TRANSIT CENTRE	111 HURON ST	SAULT STE MARIE					2
6	154750	ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE					2
7	154751	POINTE DES CHENES PARK AND BUILDING	57 POINTE DES CHENES CR	SAULT STE MARIE					2
8	154755	GFL MEMORIAL GARDENS	269 QUEEN ST E	SAULT STE MARIE					2
9	154757	MAIN LIBRARY	50 EAST ST	SAULT STE MARIE					2
10	154758	HURON ST PUMP STATION	99 101 HURON ST	SAULT STE MARIE					1
11	154762	ROBERTA BONDAR PUMP STATION	65 FOSTER DR	SAULT STE MARIE					1
12	154763	GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST	SAULT STE MARIE					1
13	154766	GORE ST PUMP STATION	75 GORE ST	SAULT STE MARIE					1
14	154771	SENIOR CITIZENS DROP IN CENTRE	619 BAY ST	SAULT STE MARIE					1
15	154773	MCMEEKEN ARENA	616 GOULAIS AVE	SAULT STE MARIE					2
16	154775	K9 OBEDIENCE SCHOOL	76 4 LINE W	SAULT STE MARIE					1
17	154776	JOHN RHODES ARENA AND POOL	260 ELIZABETH ST	SAULT STE MARIE					2
18	154777	V E GRECO POOL	269 ALBERT ST E	SAULT STE MARIE					1
19	154778	PETER G MANZO POOL	710 YOUNG ST	SAULT STE MARIE					1
20	154779	ANNA MCCREA PARK RINK AND CHANGEROO	250 MARK ST	SAULT STE MARIE					1
21	154780	INDUSTRIAL PARK COURT B PUMP STATIO	95B INDUSTRIAL PARK NEXT TO 65 IND	SAULT STE MARIE					1
22	154781	MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE					1
23	154782	TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE					1
24	154783	FORT CREEK DR PUMP STATION	39 FORT CREEK DR	SAULT STE MARIE					1
25	154784	VARSITY AVE PUMP STATION	VARSITY AVE	SAULT STE MARIE					1

Schedule B – Facilities The following facilities are covered by the CSS Program:

26	154786	PINE ST PUMP STATION	48 PINE ST	SAULT STE MARIE					1
27	154787	LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE					1
28	154788	MACGREGOR AVE PUMP STATION	5 MACGREGOR AVE	SAULT STE MARIE					1
29	154789	MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE					1
30	154790	BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE					1
31	154796	ERMATINGER STONE HOUSE AND OTHER	831 QUEEN ST E	SAULT STE MARIE					1
32	154797	MUSEUM	690 QUEEN ST E	SAULT STE MARIE					2
33	154800	FIRE HALL NO 2	363 2 LINE W	SAULT STE MARIE					1
34	154801	POLICE HEADQUARTERS AND STORAGE BLD	580 2 LINE E	SAULT STE MARIE					2
35	154929	WELCOME SIGN SSM E	HWY 17 E AT CITY LIMITS	SAULT STE MARIE					1
36	155483	CITY SSM TRAFFIC LGHT VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					3
37	155551	FRONTENAC PUMP STATION	665 FRONTENAC ST	SAULT STE MARIE					1
38	155552	BUS DEPOT	160 QUEEN ST E	SAULT STE MARIE					2
39	155554	ESPOSITO PARK RINK AND CHANGEHOUSE	36 124 QUEEN ST W	SAULT STE MARIE					2
40	155558	MILLWOOD PUMP STATION	19 MILLWOOD	SAULT STE MARIE					1
41	155560	LANDFILL SITE OFFICE SCALE GARAGE	402 5 LINE E	SAULT STE MARIE					2
42	155561	CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE					2
43	156211	PARKING LOTS CITY SSM VARIOUS LOCAT	99 FOSTER DR	SAULT STE MARIE					1
44	156378	CEMETERIES OFFICE CHAPEL STORAGE	27 4 LINE E	SAULT STE MARIE					1
45	163190	CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE					3
46	174457	FARMERS MARKET	35 CANAL DR	SAULT STE MARIE					1
47	174465	LOCK TOURS CANADA BUILDING	95 FOSTER DR	SAULT STE MARIE					2
48	174466	SERVICE BLDG AND TENT STRUCT BONDAR	65 FOSTER DR	SAULT STE MARIE					2
49	174467	PINE ST MARINA FUEL PUMPS & SERV B	20 PINE ST	SAULT STE MARIE					2
50	174468	PINE ST MARINA DOCKS	20 PINE ST	SAULT STE MARIE					1

Schedule B – Facilities The following facilities are covered by the CSS Program:

51	174470	BANDSHELL CANTEEN AND WASHROOMS	1301 QUEEN ST E	SAULT STE MARIE					2
52	174471	MAUSOLEUM AND ROTUNDA HOLY SEP CEME	28 4 LINE E	SAULT STE MARIE					1
53	174472	EQUIPMENT GARAGE FUEL PUMPS 3 STORA	1504 PEOPLES RD	SAULT STE MARIE					2
54	174473	NORTH ST FIELD GRANDSTANDS & CHANGE	427 453 NORTH ST	SAULT STE MARIE					2
55	174474	OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE					1
56	174478	FIREHALL 4 EMS STORAGE & REPAIR GAR	65 OLD GARDEN RIVER RD	SAULT STE MARIE					2
57	174481	BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DR	SAULT STE MARIE					1
58	174559	UPPER LAKE ST UNDERGROUND PUMPING	UPPER LAKE ST	SAULT STE MARIE					1
59	174568	MERRIFIELD RINK AND CHANGEHOUSE	91 HENRIETTA AVE	SAULT STE MARIE					1
60	174571	QUEEN ELIZABETH PARK AND BUILDINGS	280 ELIZABETH ST	SAULT STE MARIE					2
61	174572	STRATHCLAIR PARK AND BUILDINGS	1064 1198 2 LINE E	SAULT STE MARIE					2
62	195492	WELCOME SIGN SSM N	HWY 17 N AT CITY LIMITS	SAULT STE MARIE					1
63	195493	NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE					2
64	195494	5 LINE LANDFILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE					1
65	195495	OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE					1
66	200695	HOUSEHOLD HAZARDOUS WASTE DEPOT	402 5 LINE E	SAULT STE MARIE					2

Electrical Safety Authority

Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

1 ESA will conduct an initial facility review.

2 ESA will occasionally conduct facility reviews during scheduled visits.

3 ESA will provide access to use the on-line logbook system (CSSL).

4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 66 Total # of Visits: 96

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-17

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario for enhanced transit cleaning funding.

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 January 25, 2021 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule “A” hereto. This Agreement is for enhanced transit cleaning funding.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

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TRANSFER PAYMENT AGREEMENT
FOR MUNICIPAL TRANSIT ENHANCED CLEANING

THIS TRANSFER PAYMENT AGREEMENT for Municipal Transit Enhanced Cleaning (the "Agreement") is effective as of the Effective Date (both "Agreement" and "Effective Date" as further defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario

(the **"Province")**

- and -

The Corporation of the City of Sault Ste. Marie

(the **"Recipient")**

BACKGROUND:

In response to the COVID-19 pandemic and subject to the terms and conditions set out in the Agreement, the Province has agreed to provide funding to the Recipient for the Municipal Transit Enhanced Cleaning ("MTEC" as further defined in section A1.2 (Definitions)).

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules and Sub-schedule to the Agreement.** The following schedules and sub-schedule form part of the Agreement:

Schedule "A" - General Terms and Conditions
Schedule "B" - Contact Information and Authorized Representatives
Schedule "C" - Eligible Expenditures and Ineligible Expenditures
Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures
Sub-schedule "D.1" - Claim and Attestation Form

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

(a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or

(b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

(a) The Agreement may:

(i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or

(ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.

(b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

4.1 **Amendments.** The Agreement may only be amended by a written agreement.

4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) may be executed by the respective representatives of the

Parties listed in Schedule “B” (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

(a) the Funds are to assist the Recipient to carry out the MTEC and not to provide goods or services to the Province;

(b) the Province is not responsible for carrying out the MTEC; and

(c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Transportation for the Province of Ontario

_____ _____

Date

Name: Caroline Mulroney
Title: Minister

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ _____

Date

Name: Christian Provenzano
Title: Mayor

I have authority to bind the Recipient.

_____ _____

Date

Name: Rachel Tyczinski
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Agreement" means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the MTEC, or both.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date of signature by the last signing Party to the Agreement.

"Eligible Expenditures" means the costs of the MTEC that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means June 30, 2021.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs of the MTEC that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the MTEC or any other part of the Agreement.

“Maximum Funds” means $44,803.

“MTEC” means the municipal transit enhanced cleaning as described in section C1.1 (Description of the MTEC).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remedying).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the MTEC or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

"Requirements of Law" means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it has, and will continue to have, the experience and expertise necessary to carry out the MTEC;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the MTEC, the Funds, or both;

(c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient's policies and procedures and, to the extent possible under the COVID-19 unprecedented times, through a process that promotes the best value for the money;

(d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient's Insurance); and

(e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the MTEC and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

(a) procedures to enable the Recipient to manage the Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the MTEC successfully;

(c) procedures to address any identified risks to the MTEC initiatives, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and

(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action and Termination for Event of Default).

A4.0 FUNDS AND CARRYING OUT THE MTEC

A4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds towards the Eligible Expenditures the Recipient incurred and paid for the purpose of carrying out the MTEC;

(b) provide the Funds to the Recipient in accordance with the payment procedures provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1 (Funds Provided):

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of the Agreement by the

Recipient by municipal by-law; and

(b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission).

A4.3 **Use of Funds and Carry Out the MTEC.** The Recipient will do all of the following:

(a) spend the Funds only for Eligible Expenditures; and

(b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual Eligible Expenditures to the Recipient to carry out the MTEC, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient agrees not to sell, lease or otherwise dispose of any assets acquired with the Funds without the Province's prior written consent.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect to how the MTEC has been and will continue to be carried out and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the MTEC, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, **"Province"** includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):

(i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedure); and

(ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

(i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

(a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the MTEC; and

(b) all non-financial records and documents relating to the Funds or otherwise to the MTEC.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

(a) the truth of any of the Recipient's representations and warranties; and

(b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

(a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and

(b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

(a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;

(b) assisting the Province in copying records and documents;

(c) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its MTEC-related publications whether written, oral or visual:

(a) acknowledge the support of the Province for the MTEC;

(b) ensure that any acknowledgement is in a form and manner as the Province directs; and

(c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the MTEC or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds; and

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or

(b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) provide the Recipient with an opportunity to remedy the Event of Default;

(b) suspend the payment of Funds for such period as the Province determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further instalments of Funds;

(e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;

(h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 **When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B" (Contact Information and Authorized Representatives).

A14.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 **Notice in Writing and Addressed.** Notice will be:

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule "B" (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and

(b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 **Postal Disruption.** Despite paragraph A15.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

(b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

(a) the Recipient's successors, and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in

substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 **Other Agreements.** If the Recipient:

(a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 **Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Contact information for the purposes of Notice to the Province	**Address:** **Attention:** **Phone:** **Email:**	Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 Kevin Dowling, Manager, Strategic Investments Office (416) 585-6312 kevin.dowling@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** **Address:** **Phone:** **Email:**	Manager, Transit and Parking 111 Huron St Sault Ste. Marie ON P6A 5P9 (705) 759-5434 n.maione@cityssm.on.ca
Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement	**Position:** **Address:** **Phone:** **Email:**	Chief Financial Officer/City Treasurer 99 Foster Drive Sault Ste. Marie ON P6A 5X6 (705) 759-5355 s.schell@cityssm.on.ca
Authorized representative of the Province for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)	**Position:**	Director, Municipal Programs Branch, Ministry of Transportation
Authorized representative of the Recipient for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)	**Position:**	Clerk

SCHEDULE "C"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 MTEC

C1.1 **Description of the MTEC.** To address health related issues in respect of the COVID-19 pandemic, the Recipient has been acquiring goods and services for the MTEC of its transit system. Subject to Article C2.1 (Scope of Eligible Expenditures) and for greater clarity, the costs of the MTEC that are eligible for funding by the Province under the Agreement are only those that are supplemental to the Recipient's regular transit system cleaning.

C2.0 ELIGIBLE EXPENDITURES

C2.1 **Scope of Eligible Expenditures.** Subject to Article C3.0 (Ineligible Expenditures), Eligible Expenditures include the direct costs incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020 and that, in the opinion of the Province, are considered to have been properly and reasonably incurred and are necessary for the MTEC of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been paid by the Recipient prior to being submitted to the Province for payment and may include:

(a) costs of cleaning materials for the MTEC;

(b) costs of hand sanitizer for passenger and staff use;

(c) costs of safety wear for the MTEC, such as gloves or goggles;

(d) costs of equipment purchased for the MTEC;

(e) costs of contracted services for the MTEC;

(f) costs of salaries, including redeployment of staff, for the MTEC; and

(g) any other costs that, in the opinion of the Province, are considered necessary for the MTEC.

C3.0 INELIGIBLE EXPENDITURES

C3.1 **Scope of Ineligible Expenditures.** Without limitation, the following costs will be considered Ineligible Expenditures:

(a) costs incurred before April 1, 2020 and after December 31, 2020;

(b) costs not paid prior to having been submitted to the Province for payment;

(c) marketing costs including advertising, promotion and communications;

(d) core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, and computers);

(e) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);

(f) legal, audit, or interest fees;

(g) budget deficits;

(h) personal protective equipment, unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);

(i) refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.); and

(j) any other costs that, in the opinion of the Province, are considered ineligible for payment under the Agreement.

SCHEDULE "D"
CLAIM AND ATTESTATION SUBMISSION, SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES

D1.0 CLAIM AND ATTESTATION

D1.1 **Claim and Attestation from the Recipient's Senior Financial Official.** The Recipient will use the form in Sub-schedule "D.1" (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 **Report on Expenditures and Additional Report and Information.** The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official), submit the following supporting documentation with its claim for payment:

(a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule "D.1" (Claim and Attestation Form); and

(b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 **Submission of Claim for Payment and Required Documentation.** The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient's Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before January 31, 2021.

D3.2 **Claim Payments.** Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 **No Interest.** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after January 31, 2021, or both.

SUB-SCHEDULE "D.1"
CLAIM AND ATTESTATION FORM

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
Transportation Programs Office
10th Floor
151 Bloor Street West
Toronto, ON M5S 1S4

Attention: Manager, Transportation Programs Office
Email: MTO-Transit Cleaning Funding @Ontario.ca

FROM: **[Insert address of the senior official]**

Attention: **[insert name and title of Recipient senior official]**
Telephone No.: **[insert telephone number of Recipient senior official]**

RE: **Transfer Payment Agreement for Municipal Transit Enhanced Cleaning**

In the matter of the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on **[insert the month day, and year]** _____ (the "Agreement").

I, _____ **[insert the name and title of the senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

1. On and as of the date set out below:

   a. all representations and warranties contained in Article A2.0 (Representations, Warranties and Covenants) and section A6.1 (No Conflict of Interest) of the Agreement are true and accurate;

   b. Funds have been solely used on Eligible Expenditures as claimed in this Claim and Attestation Form and the Form of Report on Expenditures attached as Appendix A (Form of Report on Expenditures) to this Claim and Attestation Form;

c. the Recipient is in compliance with all the terms and conditions of the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing; and

d. all records (including, without limitation, contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement.

2. The Eligible Expenditures have been incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020, and paid on or before January 31, 2021.

By signing below, I hereby claim a payment in the amount of $ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the MTEC costs.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

_____	_____
Name:	Witness Name:
Title:	Title:

I have authority to bind the Recipient.

APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)

MTEC Expenditure Report - April 1, 2020 to December 31, 2020	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

	Period of Work Performed					Amount Paid ($)				
Date of Invoice (if Applicable) (DD/MM/YY)	From (DD/MM/YY)	To (DD/MM/YY)	Vendor Name	Description of Expense	Eligibility per Schedule "C"	Subtotal w/o HST ($) (a)	Total HST ($) (b)	Recoverable HST ($) (c)	Net Total ($) (a) + (b) - (c)	Amount Claimed ($)
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
									$0.00	$0.00
					Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Results Achieved with Provincial Funding:
Additional Comments:
Conclusion:

Recommended for payment:

_____ _____

Date: **[insert/print the name and title of the Recipient's authorized representative]**

Recommended for payment:

_____ _____

Date: **[insert/print the name of the Director]**
Director, Ministry of Transportation

SCHEDULE "A"

THIS AGREEMENT made this ____ day of 20__.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "Corporation"

OF THE FIRST PART

-and-

Hereinafter called the "Owner(s)"
OF THE SECOND PART

WHEREAS the Owner(s) is/are the registered owner(s) of the property municipally known as Civic No. _____, Sault Ste. Marie, Ontario, which lands are more particularly described as _____ (hereinafter called the "Owner(s')'s Lands");

AND WHEREAS there is a _____ which encroaches (hereinafter called the "Encroachment") onto City Property owned by the Corporation, described as _____ (hereinafter called the "Lands") (ADD ANY FURTHER PARTICULARS AS APPLICABLE);

AND WHEREAS the Owner(s) has/have made an Application to maintain the Encroachment on the Lands in the position they now stand, subject to the execution by the Parties of this Agreement and the terms, clauses and conditions hereinafter set forth;

NOW WITNESSETH THIS AGREEMENT that in consideration of the covenants and conditions herein contained, the Corporation and Owner(s) agree as follows:

1. The Corporation grants the Owner(s) permission to maintain the Encroachment onto the Lands (ADD ANY FURTHER PARTICULARS AS APPLICABLE) in the position they now stand, subject to the terms, clauses and conditions herein contained.

2. The Owner(s) hereby agrees that the occupation and use of the Lands for the purpose of the Encroachment in no way confers any right, benefit or title in any way to the Owner(s).

3. The Owner(s) covenant(s) and agree(s) to pay to the Corporation on the signing of this Agreement and annually thereafter the sum of _____ (_____) DOLLARS for the Licence hereby granted.

4. The Owner(s) covenant(s) and agree(s) to pay all taxes, rates and assessments on the said Encroachment and Lands occupied by the Owner(s) if the same is levied by the Corporation.

5. The Owner(s) covenant(s) and agree(s) to indemnify and save harmless the Corporation from and against all demands, costs, charges, expenses, suits, claims, losses, liability and damages arising out of any injury, personal claim or property damage occasioned by the said Encroachment or by any losses which the Corporation may sustain or incur, or for any damages which the Corporation may be liable in consequence of the said Encroachment and the granting of this Licence.

6. The Owner(s) agrees to maintain at all times during the currency of this Agreement hereinbefore described, a minimum of _____ ($___,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The Corporation shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the Corporation. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the Corporation's Risk Manager, shall be provided to the Corporation prior to the commencement of the Agreement.

7. In the event that the Corporation requires the removal of the Encroachment for any reason whatsoever, the Owner(s) shall, at the Owner's(s') sole expense, remove the aforesaid Encroachment within TEN (10) DAYS of receiving written notice to that effect.

8. The Owner(s) hereby consent to the registration of this Agreement on the title to the Lands and the Owner(s')'s Lands benefitting from this Encroachment. The Owner(s) shall be responsible for the costs of the said registration of this Agreement.

9. It is expressly agreed that upon destruction, removal, alteration, addition or replacement of the said Encroachment, or upon partial destruction or damage of the said Encroachment from any cause, including the voluntary act of the Owner(s) thereto, the permission hereby granted shall without any action or notice and at the sole option of the Corporation, be terminated and at an end. The Corporation may require the Owner(s) to remove the said Encroachment forthwith, and upon failure to do so may itself do all things necessary for the removal of the said Encroachment and for such purpose may enter upon the Lands. The expense of such removal and entry shall be paid by the Owner(s) forthwith upon demand, and payment of such expense may be enforced in the same manner as payment of taxes for the current year.

10. Nothing in the Agreement shall be construed to mean that the Corporation by virtue of this Agreement has assumed the responsibility of such compliance or any compliance

with any municipal by-laws. The Owner(s) covenant(s) to fully comply with any order, by-law, law, regulation, and direction of any lawful authority, including the municipal, provincial, or federal governments or their respective agents with respect to the Encroachment.

11. This Agreement shall not be interpreted as granting exclusive use of the Encroachment, the Lands or any part of the Lands as described herein to the Owner(s).

12. The Owner(s) acknowledges no ownership interest in any part of Lands as described herein.

13. This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

ASSISTANT CITY SOLICITOR/
SENIOR LITIGATION COUNSEL

_____

OWNER -

_____

OWNER -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-19

AGREEMENT: A by-law to approve the standard form of a Licence to Occupy City Property Agreement, to further delegate to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie and to further repeal Section 9 and Schedule “E” of By-law 2020-139.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to sections 9 and 23.1 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **FORM OF LICENCE TO OCCUPY AGREEMENT APPROVED**

   The Corporation of the City of Sault Ste. Marie does hereby authorize and approve the standard form of the Licence to Occupy City Property Agreement document as set out in Schedule “A” hereto.

2. **LICENCE TO OCCUPY AGREEMENT POWERS DELEGATED**

   (i) The Council hereby delegates to the Assistant City Solicitor/Senior Litigation Counsel, or her/his delegate, signing authority to execute Licence to Occupy City Property Agreement substantially in the form of Schedule “A” on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

   (ii) The Assistant City Solicitor/Senior Litigation Council or his/her delegate is further authorized to make minor variations from this standard form agreement to suit the particular needs of the Licencee(s) and circumstances regarding their use of City Property.

3. **SCHEDULE "A"**

   Schedule "A" forms part of this by-law.

4. **SECTION 9 AND SCHEDULE “E” BY-LAW 2020-139 REPEALED**

   Section 9 and Schedule “E” of By-law 2020-139 is hereby repealed.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tjDelegation\\citydata\LegalDept\Legal\Staff\COUNCIL\BY-LAWS\2021\2021-19 Licence of Occupation Delegation.docx

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this _____ day of _____ , 20 .

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the “City”)

- and -

_____

(hereinafter referred to as the “Licencee”)

The City grants to the Licencee the right to occupy the property of the City (“the City Property”) identified as _____as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the purpose of _____.

This Licence is subject to the conditions set out in Schedule “B” attached.

In this Licence “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)
)
)
)
)
)
)
)
)
)
)

_____
Print Name:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
ASSISTANT CITY SOLICITOR/
SENIOR LITIGATION COUNSEL

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of _____.

2. For the term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.

3. **Term**

   The Term of this Licence shall commence on the _____ day of _____, ____, and shall be for a period of _____ years/months (AS APPLICABLE), terminating on _____, _____. This Agreement may be renewed if the Licencee provides the City with notice of its desire to renew this Licence sixty (60) days before expiry of the Term and the parties thereafter successfully negotiate the terms of the renewal of this Licence.

   The City or the Licencee may cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

   Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY	Assistant City Solicitor/Senior Litigation Counsel The Corporation of the City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, ON P6A 5X6
LICENCEE	_____ _____ _____ _____ _____

4. This Licence may not be assigned without the prior written permission of the City.

5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's _____ covered

under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's _____ not been so installed, used, maintained, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. (IF APPLICABLE) No buildings or structures will be erected on the City Property (OR IF APPLICABLE) Only the following buildings or structures are permitted on the City Property _____.

7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of _____ ($__,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.

8. (IF APPLICABLE) The Licencees acknowledge that there is City infrastructure, specifically _____ ("Infrastructure") located on and/or under the City Property and agrees not to impede access to this Infrastructure by the City (IF APPLICABLE LIST UTILITIES).

9. If the City (AND IF APPLICABLE LIST UTILITIES) requires access to the City Property for any purpose such as but not limited to access to the Infrastructure, the City (AND IF APPLICABLE LIST UTILITIES) is hereby permitted the access it so acquires and further, the City (AND IF APPLICABLE LIST UTILITIES) shall not be responsible for restoring the City Property to its condition prior to access by the City (AND IF APPLICABLE LIST UTILITIES). However, the City (AND IF APPLICABLE LIST UTILITIES) shall leave the City Property in as neat and tidy a condition as possible.

10. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation and/or removal of the _____ and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.

11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation and/or removal of the _____ and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.

12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the _____.

13. On termination of this Licence, the Licencee shall forthwith remove the _____ from the City Property at the Licencee's sole risk and expense and leave the City Property in a condition satisfactory to the City; provided that if the Licencees' _____ is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.

14. The Licencee consents to the registration of this Licence on title to both the City Property and the Licencee's lands benefiting from the Licence. The Licencee shall be responsible for the costs of the said registration of this Licence.

15. (IF APPLICABLE) The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of _____ ($) Dollars for the Licence hereby granted.

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

BY-LAW 2021-20

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 229 to the Official Plan for the City of Sault Ste. Marie (2521059 Ontario Inc. c/o John Carroll 719 Airport Road).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 17 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 229 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.

2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\2021-20(OP) 2021-21(Z) 2021-22(DC) Airport Road, 719\2021-20(OP) 719 Airport Road.docx

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

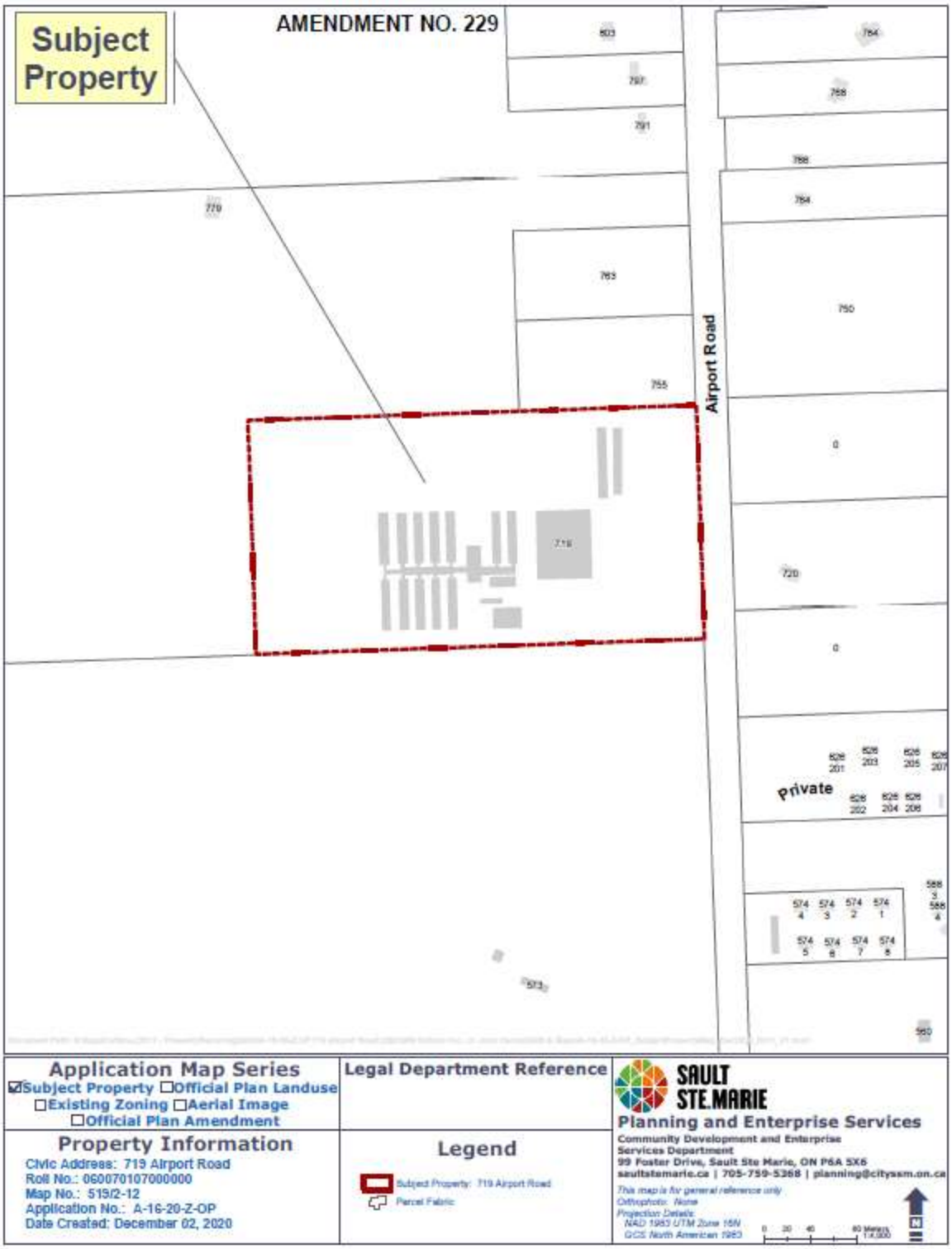
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

"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
Airport Road
Private
719
Application Map Series
☑Subject Property ☐Official Plan Landuse
☐Existing Zoning ☐Aerial Image
☐Official Plan Amendment
Legal Department Reference
Property Information
Civic Address: 719 Airport Road
Roll No.: 060070107000000
Map No.: 51S/2-12
Application No.: A-16-20-Z-OP
Date Created: December 02, 2020
Legend
Subject Property: 719 Airport Road
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: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983
0 20 40 80 Meters
1:4,000
N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-21

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 719 Airport Road (2521059 Ontario Inc. c/o John Carroll).

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. **719 AIRPORT ROAD; LOCATED ON AIRPORT ROAD APPROXIMATELY 810M NORTH OF DR. ROBERTA BONDAR PARKWAY; CHANGE FROM RA TO RA.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 519/2-12 of Schedule "A" to By-law 2005-150, is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a "Special Exception".

2. BY-LAW 2005-151 AMENDED

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(407) and heading as follows:

"2(407) 719 Airport Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on Airport Road approximately 810m north of Dr. Roberta Bondar Parkway and having civic no. 719 Airport Road and outlined and marked "Subject Property" on the map attached as Schedule 407 hereto is changed from RA (Rural Area) zone to RA.S (Rural Area) zone with a "Special Exception" to, in addition to those uses permitted in an RA zone:

1. Permit retail trade and food services;
2. Retail trade to occupy no more than 500m^2, excluding any space dedicated to accessory use retail.
3. Increase the maximum lot coverage percentage from 10% to 16%."

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law as amended by Official Plan Amendment No. 229.

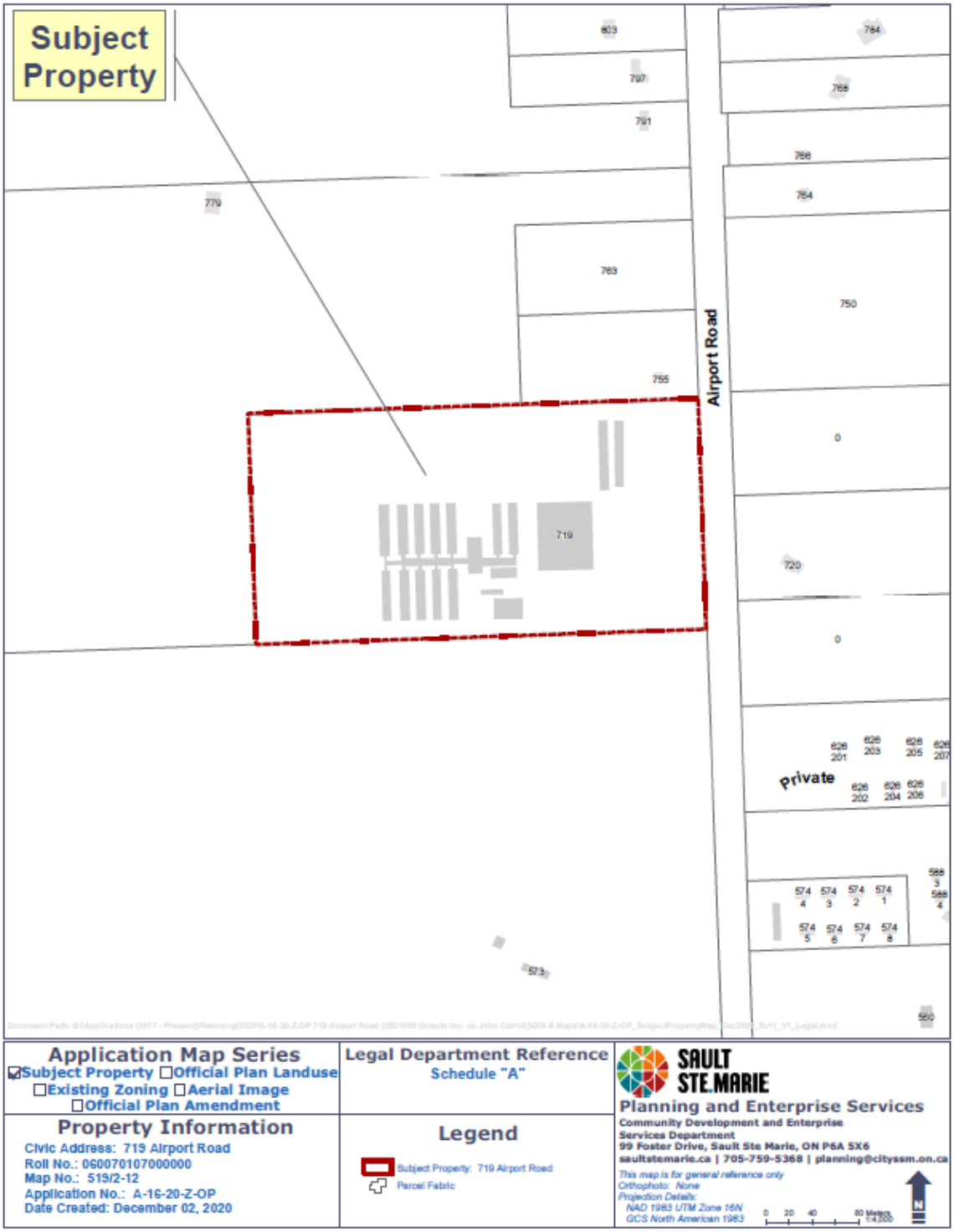
PASSED in Open Council this 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\2021-20(OP) 2021-21(Z) 2021-22(DC) Airport Road, 719\2021-21(Z) 719 Airport Road.docx

SCHEDULE “A” TO BY-LAW 2021-21 AND
SCHEDULE 407 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-22

DEVELOPMENT CONTROL: A by-law to designate the lands located at 719 Airport Road an area of site plan control (2521059 Ontario Inc. c/o John Carroll).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001.*

5. **EFFECTIVE DATE**

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

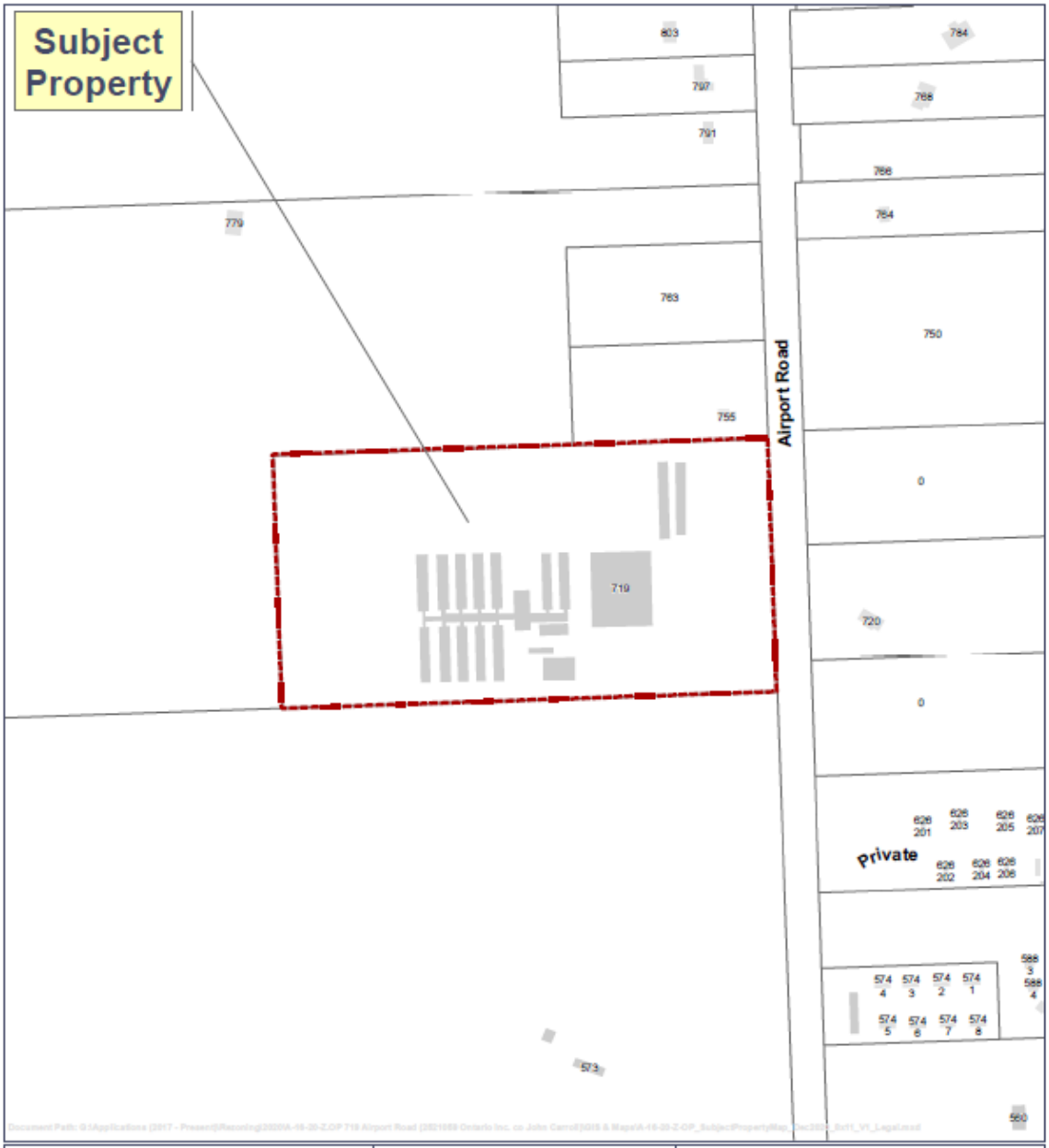
PASSED in open Council this 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - RACHEL TYCZINSKI

lv \\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\2021-20(OP) 2021-21(Z) 2021-22(DC) Airport Road, 719\2021-22(DC) 719 Airport Road.docx

SCHEDULE “A” TO BY-LAW 2021-22



Application Map Series
☑Subject Property ☐Official Plan Landuse
☐Existing Zoning ☐Aerial Image
☐Official Plan Amendment

Legal Department Reference
Schedule "A"

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

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
N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-23

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 352/360 Northern Avenue and a southwest portion of 31 Old Garden River Road. (Cara Community Corporation)

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. **352/360 NORTHERN AVENUE; LOCATED ON THE NORTHEAST CORNER OF NORTHERN AVENUE EAST AND GREAT NORTHERN ROAD; CHANGE FROM I to R5.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 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to R5.S (High Density Residential) zone with a "Special Exception".

   AND FURTHER, THE SOUTHWEST PORTION (36X36 M) OF 31 OLD GARDEN RIVER ROAD; LOCATED ON THE NORTHEAST CORNER OF NORTHERN AVENUE EAST AND GREAT NORTHERN ROAD; CHANGE FROM R4.S45 WITH A "SPECIAL EXCEPTION" to R5.S WITH A "SPECIAL EXCEPTION"

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 71/1-76 of Schedule "A" to By-law 2005-150, is changed from R4.S45 (Medium Density Residential) zone with a "Special Exception" to R5.S (High Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(405) and heading as follows:

   "2(405) 352/360 Northern Avenue & the southwest portion (36X36 M) of 31 Old Garden River Road

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of Northern Avenue East and Great Northern Road and having civic no. 352/360 Northern Avenue, prior to the passing of this by-law zoned Institutional Zone (I), in addition to the southwest portion (36X36M) of 31 Old Garden River Road, prior to the

passing of the by-law zoned Medium Density Residential Zone with a special exemption (R4.S45) and outlined and marked “Subject Property” on the map attached as Schedule 405 hereto are changed from the respective zones above mentioned to R5.S (High Density Residential) zone with a “Special Exception” to, in addition to those uses permitted in an R5 zone:

1. Permit a 7-storey apartment building,
2. Permit a place of worship,
3. Reduce the required east interior side yard setback from 10.21m to0 m, to accommodate a link between the proposed new building and the existing Cara 1 apartment building.
4. 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.
5. Reduce required landscaped open space from 33% to 29%.
6. Permit required parking to be located in a required front and exterior side yard.
7. Waive the need to provide a dedicated loading space as required by Section 6 of Zoning By-law 2005-150.”

SCHEDULE “A”

Schedule “A” hereto forms a part of this by-law.

3. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

4. DISCONTINUED

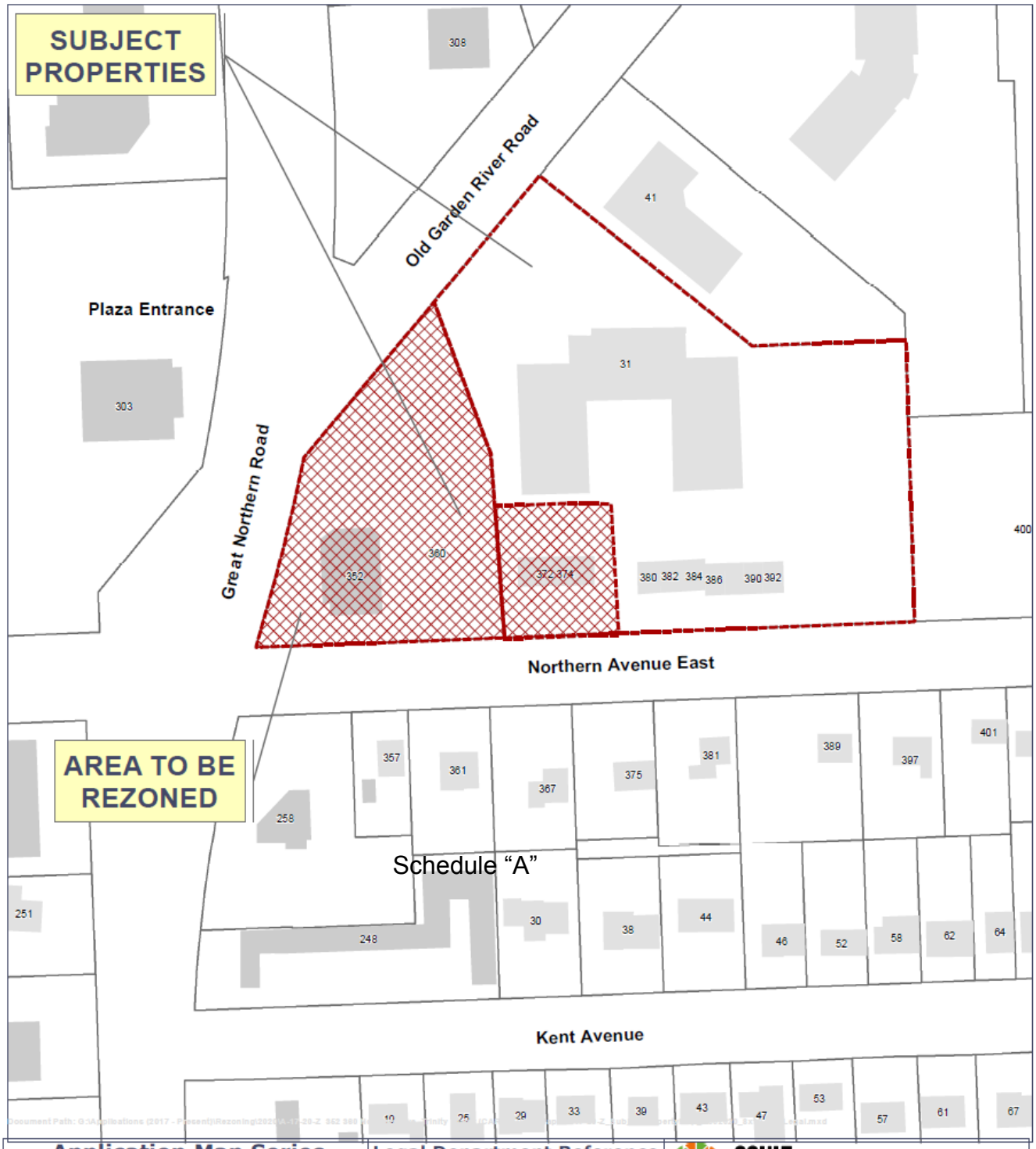
Special Exception 45 shall be discontinued in relation to the 36’ x 36’ portion of 31 Old Garden River Road as depicted in map Map 71/1-76 of Schedule “A” of this by-law (known as 370 Northern Avenue in Special Exception 45), but continue to be of force and effect on the remainder of 31 Old Garden River Road.

PASSED in Open Council this 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj\\citydata\LegalDept\Legal\Staff\LEGAL\ZONING\2021\Northern Avenue East, 352, 360\2021-23(Z) 352 360 Northern Avenue.docx



Schedule “A”

Application Map Series
☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference
Schedule "A"

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

Legend
Subject Property: 360 Northern Ave. E. & 31 Old Gardend 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: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,500

N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-24

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 351 Goulais Avenue (2366479 Ontario Limited – Catherine May).

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. **351 GOULAIS AVENUE; LOCATED ON THE NORTHWEST CORNER OF GOULAIS AVENUE AND EAST BALFOUR STREET; CHANGE FROM I TO I.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 53 of Schedule "A" to By-law 2005-150, is changed from I (Institutional) zone to I.S (Institutional) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(406) and heading as follows:

   "2(406) 351 Goulais Avenue

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northwest corner of Goulais Avenue and East Balfour Street intersection and having civic no. 351 Goulais Avenue and outlined and marked "Subject Property" on the map attached as Schedule 406 hereto is changed from I (Institutional) zone to I.S (Institutional) zone with a "Special Exception" to, in addition to those uses permitted in an Institutional Zone:

   Permit 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; and
3. waive the west lot-line buffer requirement for office uses only.

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 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\LEGAL\ZONING\2021\2021-24 (Z) GOULAIS AVENUE, 351\2021-24.DOCX



Application Map Series

☑ Subject Property ☐ Official Plan Landuse
☐ Existing Zoning ☐ Aerial Image
☐ Official Plan Amendment

Legal Department Reference

Schedule "A"

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

Subject Property: 351 Goulais Avenue
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: None
Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 5 10 20 Meters
1:1,000

N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-27

AGREEMENT: A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Kennel Club to amend the current lease with the purpose of ultimately terminating the lease this year.

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 January 25, 2021 between the City and Sault Ste. Marie Kennel Club, a copy of which is attached as Schedule “A” hereto. This Agreement is to amend the current lease with the purpose of ultimately terminating the lease this year.

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 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

tj

Schedule “A”

This Amending Agreement is made effective the 25th day of January, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

SAULT STE. MARIE KENNEL CLUB

(hereinafter referred to as the "Club")

WHEREAS the City and the Sault Ste. Marie Kennel Club (“the Club”) entered into a Lease Agreement on March 1, 2011 pursuant to By-law 2012-50;

AND WHEREAS the lease expires on April 30, 2037;

AND WHEREAS the lease agreement contains no early termination clause except upon the dissolution of the Club;

AND WHEREAS the Club wishes to terminate the lease earlier than 2037;

NOW THEREFORE the parties agree as follows:

1. That paragraph 4 of the Lease Agreement be amended to read as follows:

   “4 (a) The Tenant may terminate the lease prior to the April 30, 2017 termination date upon providing 60 days written notice to the Landlord;

   4 (b) Should the Sault Ste. Marie Kennel Club dissolve, the Club can terminate the lease with 30 days written notice to the landlord.”

2. The remaining paragraphs, Schedule, terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

SAULT STE. MARIE KENNEL CLUB

Per:

_____

NAME:
TITLE:

_____

NAME:
TITLE:

I/We have the authority to bind the Club

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-28

AGREEMENT: (T3) A by-law to authorize the execution of the Letter of Agreement between the City and Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario regarding Dedicated Gas Tax Funds for Public Transportation Program.

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 January 14, 2021 between the City and Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule “A” hereto. This Agreement is for the Dedicated Gas Tax Funds for Public Transportation Program.

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 25th day of January, 2021.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da legal\Staff\COUNCIL\BY-LAWS\2021\2021-28 Dedicated Gas Tax Funds Agreement.doc

Ministry of Transportation

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

Ministère des Transports

Bureau de la ministre

777, rue Bay, 5e étage
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transports

Ontario

January 14, 2021

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

Dear Mayor Provenzano:

RE: Dedicated Gas Tax Funds for Public Transportation Program

---

This Letter of Agreement between the **City of Sault Ste. Marie** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2020-21 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **$1,221,595** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.

2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **$916,196**; and any remaining payment(s) will be provided thereafter.

…/3

3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.

5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.

6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.

7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2020-21 Program year.

8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.

9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.

10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.

11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

…/3

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.

13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account: MTO-PGT@ontario.ca

Sincerely,

Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

_____	_____
Date	Name (print): Christian Provenzano, Mayor Title (head of council or authorized delegate): I have authority to bind the Municipality.
_____	_____
Date:	Name (print): Rachel Tyczinski, City Clerk Title (clerk or authorized delegate): I have authority to bind the Municipality.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2021-29

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the City and PUC Inc. to amend the Shareholder Agreement .

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 January 25, 2021 between the City and PUC Services Inc., a copy of which is attached as Schedule “A” hereto. This Agreement is to amend the Shareholder Agreement between the parties.

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 25th day of January, 2021.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-29 PUC AMENDING AGREEMENT.DOCX

This Amending Agreement is made effective the 25th day of January, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

PUC INC.

(hereinafter referred to as the “PUC”)

WHEREAS the City and the PUC are parties to a Shareholder Agreement (the Agreement”);

AND WHEREAS the City is the sole shareholder of PUC Inc.;

AND WHEREAS Schedule “A” to the Agreement states that none of the matters described in Schedule “A” shall be taken by PUC unless approved by the City;

AND WHEREAS the parties have agreed to amend the Agreement as particularized herein;

NOW THEREFORE the parties agree as follows:

1. The Agreement is amended by changing clause (g) of Schedule “A” to read as follows:

   “the borrowing of any money, the issuance of any debt, the giving of any security or the making or incurring of any single capital expenditure or acquisition in excess of $10,000,000 or any capital expenditures, which, in aggregate, are in excess of $20,000,000 in any financial year of PUC Inc. or the Subsidiary Corporations on a consolidated basis”.

2. The Agreement is further amended by changing clause (q) of Schedule “A” to read as follows:

   “the making of any single donation exceeding the sum of $10,000 or donations exceeding $100,000 in the aggregate during any one calendar year”.

3. Save and except as amended herein the Agreement, terms and Schedules shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____

MAYOR – CHRISTIAN PROVENZANO

_____

CITY CLERK – RACHEL TYCZINSKI

PUC INC.

Per:

_____

PRESIDENT & CEO – ROBERT BREWER

_____

BOARD CHAIR – JIM BONIFERRO

I/We have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-25

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of Class "A" pavement on Angelina Avenue from Wellington Street East to Caesar Road under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

9. The said Schedule “A” form a part of this by-law.

10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of January, 2021.

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-25 LOCAL IMPROVEMENT ANGELINA AVENUE FIRST AND SECOND READING.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-25 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

January 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Angelina Avenue
From:	Wellington Street East
To:	Caesar Road

Estimated Cost of Work:	$1,762,000.00
Estimated Assessable Abutting Frontage:	376.8 m
Estimated Cost to be Borne by Assessable Abutting Property:	$48,234.60
Estimated Cost to be Borne by The Corporation:	$1,713,765.40
Special Rate per Metre Frontage:	$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	$14.97
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A" **BY-LAW 2021-25**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	ASSESSABLE FRONTAGE	ESTIMATED COST
A-20-06	Angelina Avenue	Wellington St East	Caesar Road	750	10m	663.8 m	$11,741.88

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2021-26

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of Class "A" pavement on Mark Street from Churchill Boulevard to Lake Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $128.00 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

6. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

7. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

8. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

9. The said Schedule “A” form a part of this by-law.

10. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 25th day of January, 2021.

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MAYOR – CHRISTIAN PROVENZANO

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CITY CLERK – RACHEL TYCZINSKI

da LEGAL\STAFF\COUNCIL\BY-LAWS\2021\2021-26 LOCAL IMPROVEMENT MARK STREET FIRST AND SECOND READING.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2021-26 SECTION 3
REGULATION 586-06 MUNICIPAL ACT
ENGINEER'S REPORT

January 25, 2021

Nature of Work (Construction of):	Construction of Class 'A' Pavement
On:	Mark Street
From:	Churchill Boulevard
To:	Lake Street

Estimated Cost of Work:	$1,840,000.00
Estimated Assessable Abutting Frontage:	363.1 m
Estimated Cost to be Borne by Assessable Abutting Property:	$48,482.05
Estimated Cost to be Borne by The Corporation:	$1,791,517.95
Special Rate per Metre Frontage:	$128.00
Estimated Interest Rate Term:	2.95% 10 years
Estimated Annual Rate per Metre Frontage:	$3.40
Estimated Lifetime of the Work:	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Manager, Design and Transportation Engineering

Attachment

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS A PAVEMENT-SECTION 3

SCHEDULE "A" **BY-LAW 2021-26**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	ASSESSABLE FRONTAGE	ESTIMATED COST
A-20-01	Mark Street	Chuchill Boulevard	Lake Street	750	1.5M	663.8 m	$11,741.88